



## **Request for Proposals**

**Nacogdoches  
ISD  
RFP 23-24.3 Raguet  
Elementary School Serving  
Line Student Nutrition**

Issued by:

Nacogdoches Independent School  
District

Closing:

**12:00 Noon**

**May 6, 2024**

## **USDA NON-DISCRIMINATING POLICY**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW Washington, D.C. 20250-9410; or
2. fax: (833) 256-1665 or (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**Request for Proposals**  
**Serving Line Replacement**

The Nacogdoches ISD Student Nutrition Services Department is accepting proposals to replace the serving line at Raguet Elementary School. Please submit the Serving Line Equipment Bid Forms A through H and the bid solicitation forms with the Proposal.

Proposals will be received at:

**Physical Address:**

Nacogdoches Independent School District  
Sarah Enos, Purchasing Supervisor  
4632 NE Stallings  
Nacogdoches, Texas 75965

**Mailing Address:**

Nacogdoches Independent School District  
Sarah Enos, Purchasing Supervisor  
P.O. Box 631521  
Nacogdoches, Texas 75963-1521

by 12:00 Noon  
May 6, 2024

Proposal will include on the outside of the envelope/packet:

SERVING LINE EQUIPMENT RFP-Raguet Elementary

**Please provide one (1) copy marked ORIGINAL and two (2) copies marked COPY.**

The Kitchen and Serving Line Equipment Bid Forms (A through H) and bid documents are available on the Nacogdoches ISD website at: [www.NacISD.org](http://www.NacISD.org) Departments, Purchasing.

Any proposal received later than the specified time, whether delivered in person or mailed, will be deemed late and will be disqualified. **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

Proposals will not be publicly opened. They will be opened at 2:00 PM. on May 6, 2024.

After the evaluation of all proposals are completed, a vendor may or may not be recommended to the Nacogdoches ISD Board of Trustees at a scheduled meeting. If approval is granted by the Board of Trustees, a notification of award will be emailed to qualifying proposers.

The Nacogdoches ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the district.  
If additional information should be required questions should be submitted by email to:

[rthacker@NacISD.org](mailto:rthacker@NacISD.org)

## REQUEST FOR PROPOSAL

The undersigned authorized representative of the vendor indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the company indicated below, and
2. That he/she has carefully examined this Bid Notice, the accompanying Bid Forms, and the General Terms and Conditions and Item Specifications associated with this Bid Invitation, and
3. That he/she proposes to supply any products or services submitted under this Bid Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
4. By submitting a bid, each bidder agrees to waive any claim it has or may have against the Nacogdoches Independent School District and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.
5. Offeror agrees to exhaust its administrative remedies under District Policy and the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

Name of Bidding Company	Date
Address	Signature of Authorized Representative
City, State, Zip Representative	Printed name of Authorized Representative
Contact Name	Position of Authorized Representative
Telephone Number of Contact Person	
Email Address of Contact Person	

**REQUEST FOR PROPOSALS**  
**RAGUET ELEMENTARY SCHOOL SERVING LINE**

The Nacogdoches ISD Student Nutrition Services Department is accepting proposals for the purchase of Serving Line Equipment. Proposals are due at 12:00 p.m. on May 6, 2024 at the Nacogdoches ISD District Support Center, 4632 NE Stallings, Nacogdoches, Texas 75965. Please submit Bid and Bid Documents with the proposal. All documents are available at [www.NacISD.org](http://www.NacISD.org), Departments, Purchasing.

All materials and equipment should be bid new and include installation, placement of new equipment, freight (if required) and shipping in the bid price. All equipment and materials must be in current compliance with all state and local code requirements.

**Scope of Work**

Nacogdoches ISD Student Nutrition Services Department is seeking a serving line and work space according to the specifics listed in this solicitation.

Serving line will need to be installed and completed by November 26, 2024. If this is not possible due to supply chain issues, it will need to be completed by January 6, 2025.

Vendors will itemize bid pricing for base price of equipment, installation and removal of old equipment contingent upon Nacogdoches ISD's need for removal.

Pricing shall be held firm until the job is completed and paid from date the bid is awarded by the School Board. Pending bid review on or about May 16, 2024.

An awarded vendor will coordinate delivery and installation with Nacogdoches ISD. At no time will the vendor access a school campus without Nacogdoches ISD's approval or knowledge.

**Brands**

An example of the brand desired may be provided for each item contained in this bid. This is done to provide the bidder with information regarding the nature and quality of the materials required and is not meant to restrict bidding to that particular brand. However, if the item bid varies from the one described; descriptive written details for the product to sufficiently describe the equipment for evaluation must accompany the submitted bid. Bids received without this information or with insufficient information, as determined by Nacogdoches ISD, will not be considered. Once an item is awarded from this bid to a successful bidder, no substitution of brands will be permitted.

If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item shall be supplied by the bidder upon issuance of a purchase order.

All bid items shall include equipment's base price, installation, freight/shipping, and any necessary equipment removal cost. The vendor shall provide lead time for delivery and installation once a purchase order has been issued.

Awarded vendors shall be responsible for activating all manufacturer warranties. All warranty information will be forwarded to Nacogdoches ISD Director of Student Nutrition Services.

Please see equipment description of required Voltage/Electrical supply.

## **Insurance**

The selected vendor(s) will be required to supply a Certificate of Liability insurance in the amount of \$1,000,000 naming Nacogdoches ISD as an additional insured. Please include insurance certificates with your bid. Failure to do so may result in a non-award.

Due to Texas State Law and to comply with Federal (EDGAR) guidelines governing the use of federal funds, Nacogdoches ISD requires vendors to be a member of one of the following cooperatives or to complete the Sole Source Affidavit for consideration unless they are already on file with Region VII's Purchasing Cooperative. New vendors must complete IRS W-9 Form (Attachment H) and Vendor Request Form (Attachment G)

- a. Region IV TCPN
- b. Region V Food Service Cooperative
- c. Region VII Purchasing Cooperative
- d. TIPS-USA e. Region 19 Purchasing Cooperative
- e. Choice Partners
- f. TX Smart Buy
- g. HGAC Buy
- h. Sourcewell
- i. State of Texas Cooperative
- j. AmSan- U.S. Commodities Government Purchasing Alliance
- k. Buy Board Cooperative Purchasing-Texas Association of School Boards
- l. Region V Southeast Texas Purchasing Cooperative
- m. Omnia Partners

## **Evaluation Factors:**

Awarding Best Value and Evaluation Criteria:

When deemed necessary, responses shall be evaluated by a committee designated by Nacogdoches ISD. The District will generally award contracts on the basis of best value. Award(s) will be made to the best responsive, responsible offer, price and other factors considered. In determining the best value for the District, the District is not restricted to considering price alone. In awarding a contract, a district shall consider: 1) Purchase price. 2) The reputation of the vendor and of the vendor's goods or services. 3) The quality of the vendor's goods or services. 4) The extent to which the goods or services meet the district's needs. 5) The vendor's past relationship with the district. 6) The impact on the ability of the district to comply with laws relating to historically underutilized businesses. 7) The total long-term cost to the district to acquire the goods or services. Evaluations may include any other relevant factor specifically listed in the request for bids or proposals [Texas Education Code 44.031(b)]. Although all evaluation criteria listed above may be considered by the District, the District will decide which criteria will determine the successful bidder(s) to be considered for contract award.

When an evaluation is applicable, an evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP.

Each proposal received will be analyzed to determine overall responsiveness and completeness as

defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

If the evaluation committee has reasonable grounds to believe that the Proposer is unable to perform the required services to the satisfaction of Nacogdoches ISD, Nacogdoches ISD reserves the right to make an award to another proposer. Some indicators (but not a complete list) of probable supplier/proposer performance concerns are: past supplier performance; the proposer's financial resources and ability to perform; the proposer's experience or demonstrated capability and responsibility; and the supplier's ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

The Serving Line Equipment Solicitation Evaluation Criteria will be based on:

#	Criteria Description	Point Value
1	Purchase Price and total long term cost to the District	25
2	The reputation and quality of the vendor's goods or services - references	5
3	Addressing district needs	15
4	Past relationship with Nacogdoches ISD	5
5	The impact on the ability of the District to comply with laws relating to historically underutilized businesses	5
6	Experience with school districts	5
7	Years in Business	10
8	Length of time to deliver and install	10
9	Vendor response to all required information	10
10	Vendor's ability to meet the federal and state requirements	5
11	Any other relevant factor that a private business entity would consider in selecting a vendor	5
	Total Points	100

## Written Specifications: Nacogdoches ISD Raguet Elementary Serving Line

### Section 1: Serving Lines

#### GENERAL MATERIAL SPECIFICATIONS FOR Nacogdoches ISD Raguet Elementary SERVING LINE MODULES:

Tops:	14-gauge, type 304 series stainless steel with 2" turndown on all slides and sound deadening applied between top and frame. Countertop to be the height of 34".
Tray Slides:	10" wide, stainless steel, smooth, fixed tray slide. Tray slide mounting height to be at 30" above finished floor (AFF). LED lighting for Counter front panels
Framing:	16-gauge, type 304 series stainless steel formed end panels with top and bottom horizontal members of 16-gauge, type 304 stainless steel. All serving line framing to be 304 series stainless steel, fully welded framing. Angle iron framing or bolted stainless steel framing <u>will not be accepted</u> .
Body Panels:	18-gauge, type 304 series stainless steel
Front Panels:	Decorative front 3 Form Varia resin panel application by Mod-U-Serve. Resin color selection by Nacogdoches ISD Child Nutrition.
Breath-Shields:	1" round stainless-steel post with satin finish, front glass bracket to be adjustable vertically and horizontally. All glass to be tempered and have rounded corners. All breath-shields to be fabricated per NSF guidelines. Top and front glass to be 3/8" tempered glass. End panels to be 1/4" tempered glass. Provided with 1" OD round, fully polished stainless-steel posts anchored to counter framing. Posts to penetrate through countertop and nest in 4" milled stainless steel housing, fully welded to countertop framing. Glass pivots on 22.5° increments without the use of tools. All Breath-Shields over hot components to be provided with Hatco Heat Strip & LED lights. All Breath-Shields over cold components to be provided with LED lights. Common posts to be used where possible.
Display Lights:	UL listed LED showcase lights.
Undershelves:	18-gauge, type 304 series stainless steel with 18" high ends and 6" high back. Undershelf is held back 6" from front panel forming a utility chase for plumbing and electrical services.
Casters:	Heavy duty polyurethane 5" adjustable casters. Casters to have ability for adjustment up to 1 1/2".
Warranty:	12-month limited warranty on parts and labor
Approvable:	Mod-U-Serve or Equal- All vendors to submit cut sheets of proposed equipment at time of bid.



**ITEMIZED SPECIFICATIONS: One (1) LOT of the following**

1. **Hot Food Counter**
  - Quantity: one (1) unit
  - Stainless steel counter construction with engineered stone countertop 34" AFF. Mobile modular, modified length, open cabinet base.
  - 10" wide, engineered stone fixed tray slide. Bottom mounted LED lights. Tray slide mounting height to be at 30" AFF.
  - One (1) five well- waterless to be furnished and installed.
  - Stainless-steel series single tier sneezeguards with adjustable front pivoted tempered full-height glass and tempered glass over shelf. 1" OD round, fully polished stainless-steel posts anchored to counter framing. UL listed LED showcase lights with stainless steel support stand and heat lamp.
  - Raised / Extended removeable front panels per general specifications. 3 Form Varia resin panel application. Panels are to be field removable for service.
  - Line up locks. Single Point connection. 5" adjustable height swivel casters (2) locking. Stainless Steel skirting.
  
2. **Cold Food Counter**
  - Quantity: one (1) unit
  - Stainless steel counter construction with engineered stone countertop 34" AFF. Mobile modular, modified length, open cabinet base.
  - 10" wide, engineered stone fixed tray slide. Bottom mounted LED lights. Tray slide mounting height to be at 30" AFF.
  - One (1) Mechanically cooled Stainless Steel frost top, ½" deep to accommodate two (2) 18"x26" pans.
  - Stainless-steel series single tier sneezeguard with adjustable front pivoted tempered half-height glass and tempered glass over shelf. 1" OD round, fully polished stainless-steel posts anchored to counter framing. UL listed LED showcase lights with stainless steel support stand, per general specifications.
  - Raised / Extended removeable front panels per general specifications. Decorative front panel application. Panels are to be field removable for service.
  - Two (2) convenience outlets pre-wired.
  - Line up locks. Single Point connection. 5" adjustable height swivel casters (2) locking. Stainless Steel skirting.
  
3. **Cash Register Stand**
  - Quantity: one (1) unit
  - Stainless steel counter construction with engineered stone countertop. 34" AFF mobile modular, modified length, open cabinet base cash register stand, single station outlet pre-wired to cord & plug, cat 5 connection.
  - 10" wide, engineered stone fixed tray slide. Bottom mounted LED lights. Tray slide mounting height to be at 30" AFF.
  - Raised / Extended removeable front panels per general specifications. Decorative front panel application. Panels are to be field removable for service.
  - Line up locks. Single Point connection. 5" adjustable height swivel casters (2) locking. Stainless Steel skirting.

4. Silverware cart

- Quantity: one (1) unit
- Stainless steel counter construction with S/S top 32" AFF, open cabinet base.
- 5" adjustable height swivel casters (2) locking.

5. Data / Electrical Chase

- Quantity: one (1) unit
- All 304 stainless steel construction. Utility riser to be UL listed.
- Riser to bolt to floor and extend above suspended ceiling with stainless finishing flange.
- Site utilities (electrical and data) to be connected to riser location above suspended ceiling.
- 120/208V 3phase 30-amp direct connection service required.

6. Milk Cooler

- Quantity: one (1) unit
- Double Drop front milk cooler, 64" wide, dual access, sixteen (16) case capacity, modular, enclosed base, corner bumpers, digital temperature display, valve drain, Stainless steel exterior, interior liner, and doors, 5" casters, (2 locking) UL, NSF Listed
- Milk Cooler Air Curtain for 16 case capacity cooler.
- 1-year parts and labor warranty std.

7. Factory Delivery

- Quantity: one (1) Counter. One (1) utility chase, and one (1) Milk Coolers
- Deliver counter and set in place, lock, and level counter.
- Deliver utility chase, mount, and set in place.
- Run all power and data lines from counter to electrical chase.
- Clean up all trash and debris, make ready for final connections.

8. Turnkey Installation Services

- Disconnect power to existing serving lines.
- Demolish, remove, and dispose of existing serving counters.
- Install new breaker and wiring as required to accommodate new serving line. Route adequate electrical power for new serving line and make final connections.
- Re-route Cat6 line. Final Connection to CPU by district IT department
- All work performed during normal business hours.
- Haul off all any remaining debris. Clean up and leave ready for service.

## **Nacogdoches ISD Serving Line Retrofit Responsibilities of Involved Parties:**

### **Successful Manufacturer:**

The successful manufacturer of the specified serving line and manufacturer provided components is responsible for the fabricating of the product(s) with proper workmanship, void of errors, per the written specification and signed submittal drawings, and in a timely manner. Awarded Bidder is to provide components as specified in the itemized specifications for all equipment, as noted.

Upon final completion of the installation of the serving line, it is the responsibility of the manufacturer's sales representative to provide a thorough educational demonstration covering operation, cleaning, and preventative maintenance.

### **Successful Bidding Foodservice Equipment Dealer:**

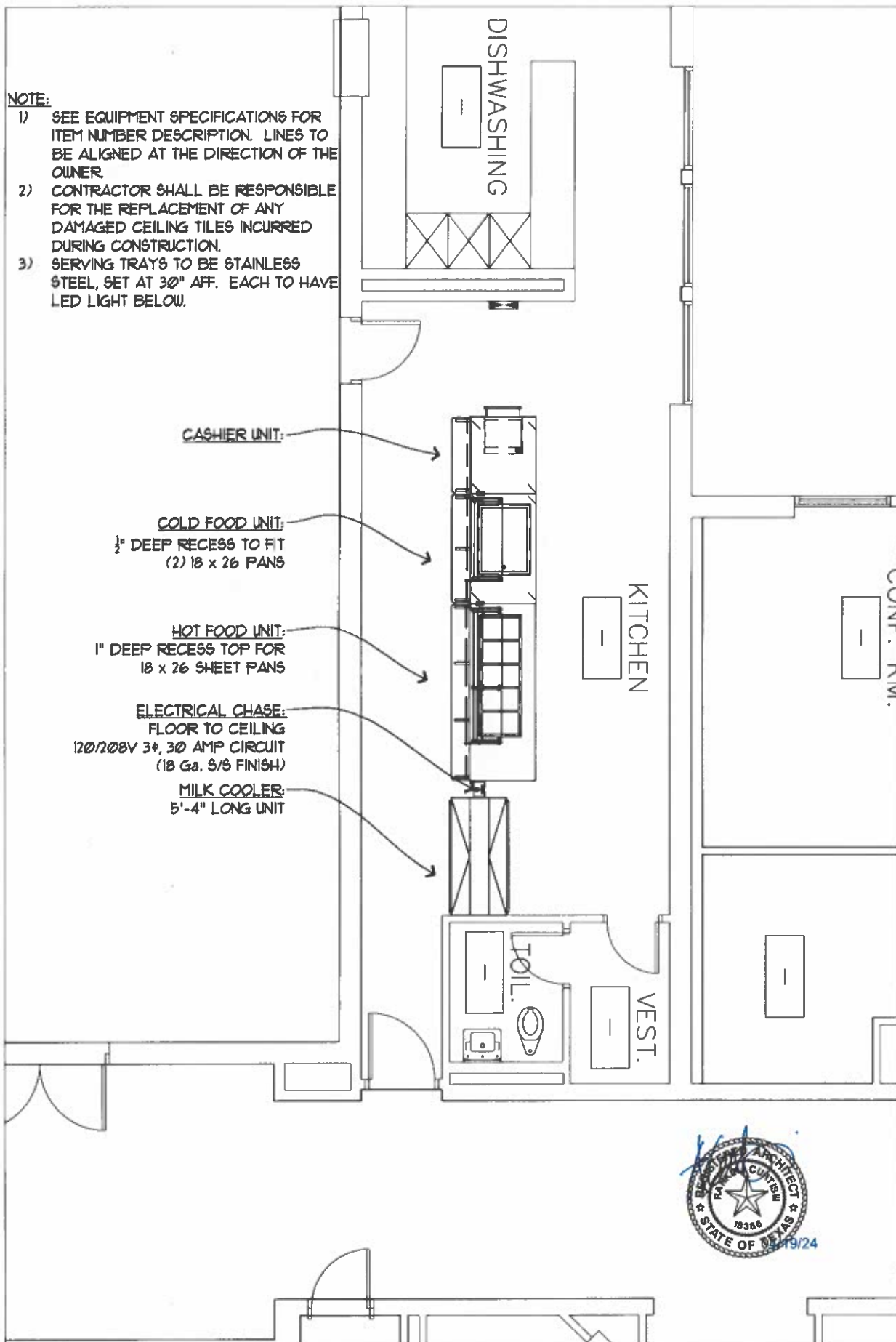
A representative of the successful bidding dealer, in conjunction with the manufacturer's rep, is to coordinate with Nacogdoches ISD the signing of approval drawings in person, including all material finishes.

### **NACOGDOCHES ISD:**

Nacogdoches ISD is responsible for all asbestos reporting, asbestos testing and asbestos abatement, IF NECESSARY. Responsible for all final DATA connections including data cable(s), running data cables. Nacogdoches ISD is responsible for providing adequate jobsite access to perform the duties outlined in the written specifications.

**NOTE:**

- 1) SEE EQUIPMENT SPECIFICATIONS FOR ITEM NUMBER DESCRIPTION. LINES TO BE ALIGNED AT THE DIRECTION OF THE OWNER.
- 2) CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY DAMAGED CEILING TILES INCURRED DURING CONSTRUCTION.
- 3) SERVING TRAYS TO BE STAINLESS STEEL, SET AT 30" AFF. EACH TO HAVE LED LIGHT BELOW.



**FIELD SKETCH**

DESCRIPTION: KITCHEN LINE EQUIPMENT LAYOUT - 1/4" = 1'-0"  
JOB TITLE: NISD RAGUET ELEMENTARY  
PROJECT NO.:  
DATE: APRIL 19, 2024

**CURTIS ARCHITECTURE**

412 NORTH ST. WACDOODCHES TX 78061  
Phone (838) 888-8233 Fax (838) 888-9485

## FORMS CHECKLIST

- \_\_\_\_\_ Standard Terms and Conditions
- \_\_\_\_\_ Form A: Vendor Profile
- \_\_\_\_\_ Form B: Felony Conviction Notice
- \_\_\_\_\_ Form C: Conflict of Interest Notice
- \_\_\_\_\_ Form - Conflict of Interest Questionnaire (PDF)
- \_\_\_\_\_ Form D: Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying
- \_\_\_\_\_ Form E: Affidavit of Non-Discriminatory Employment
- \_\_\_\_\_ Form F: Suspension and Debarment Certification
- \_\_\_\_\_ Form G: - Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion
- \_\_\_\_\_ Form H: Hold Harmless Agreement
- \_\_\_\_\_ Form I: Bid Form
- \_\_\_\_\_ Form J: Deviation/Signature Page
- \_\_\_\_\_ Form K: Proposer/Vendor Certification
- \_\_\_\_\_ Form L: HB 89 and SB 252 Certification Addendum
- \_\_\_\_\_ Form M: MWBE/HUB Certification
- \_\_\_\_\_ Form N: - Implementation of House Bill 1295
- \_\_\_\_\_ Form 1295 - Certificate of Interested Parties  
(if contract exceeds \$50,000, Form 1295 must be filed online with the Texas Ethics Commission). Access Form 1295: [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File),  
**Click Form 1295 Filings icon.**
- \_\_\_\_\_ W-9

## STANDARD TERMS AND CONDITIONS

### FACTS, STATISTICS, AND DEFINITIONS

1. Nacogdoches ISD (also referred to as "the district" or "NISD") currently has over 5700 students with campuses consisting of 5 elementary schools with grades K through grade five; Early Childhood Center; one middle schools with grades 6-8; one high school with grades 9-12 and one alternative school.
2. Throughout these standard terms and conditions, the district will make use of the term "bid". Use of this term should be considered descriptive and is intended to reference all procurement options currently used by the district. This includes bids, sealed proposals, requests for proposals, requests for qualifications and formal quotes. The terms and conditions contained herein apply to all procurement methods the district may use.

### BID SUBMITTAL

1. Vendors must include the properly executed bid forms, attachments and addenda as specified in the bid documents. Responses that do not include all requested information may be disqualified.
2. All prices and quotations must be typed or written in ink. Mistakes may be crossed out and the correction inserted adjacently, corrections must be initialed. In case of calculation errors, unit price shall govern.
3. It is understood that quantities, where listed, are to be considered estimated needs only. Nacogdoches ISD reserves the right to increase or decrease quantities ordered as needed.
4. Bids are to be sealed and clearly labeled as "original" or "copy" and must include the bid number, bid title, due date and time of opening. Failure to follow these instructions may result in rejection of bid.
5. **NACOGDOCHES ISD WILL NOT ACCEPT LATE OR FAXED BIDS. NACOGDOCHES ISD IS NOT RESPONSIBLE FOR BIDS DELIVERED INCORRECTLY OR MISPLACED BIDS. THE DATE/TIME STAMP IN THE NACOGDOCHES ISD PURCHASING OFFICE SHALL BE THE OFFICIAL TIME OF RECEIPT.**
6. All bids shall be deemed final. No offer shall be subject to correction or amendment for errors or miscalculations after the bid deadline. Bids may be withdrawn or amended until the date and time due, at which time they become the sole property of Nacogdoches Independent School District.
7. Nacogdoches ISD reserves the right to request additional or clarifying information after the bid response has been submitted. This information may be used to further evaluate the response or qualify overall cost associated with a proposed solution.
8. Any problems or discrepancies that are discovered in relation to this bid process should be directed to the NISD Chief Financial Officer for a determination or clarification prior to the bid due date. If the vendor fails to make such a request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
9. If any of the information is considered to be confidential or a trade secret belonging to the vendor and, if released would give advantage to a competitor or vendor, that information should be filed with the submittal in a separate envelope marked "CONFIDENTIAL - DO NOT DUPLICATE WITHOUT PERMISSION". Acceptance of such materials does not constitute an admission by NISD that the materials are confidential or a trade secret. **(Government Code, Article 252.049)**
10. Samples, if applicable or when requested, shall be furnished at no cost to Nacogdoches ISD. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. If no return request is received within seven (7) days of bid award, the sample may be destroyed.
11. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error.
12. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered. Nacogdoches ISD retains sole authority to determine if items being bid are of like quality and to accept or reject proposed substitutions as deemed to be in the best interests of the district.
13. The apparent silence of these specifications as to any detail or the apparent omission of detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
14. Withdrawal of bids will not be allowed for a period of 90 days following the bid opening.

### DEVIATIONS FROM SPECIFICATIONS

1. All deviations from the general conditions and/or specifications must be listed on the Deviations Page of this bid document. Listing of deviations is an integral and required part of the official bid of each firm. Failure to list deviations as directed will hold the bidder strictly accountable to the District's specifications as written. NISD shall be the sole interpreter as to the acceptance of any substitution. All substitution must be pre-approved by Nacogdoches ISD.

## AWARD OF CONTRACT

1. Nacogdoches ISD reserves the right to award the Contract(s) to the vendor(s) offering the best value, and not necessarily to the vendor proposing the lowest price. However, the district reserves the right to award single or multiple contracts; waive technicalities or to not award any contracts as a result of this bid process. NISD reserves the right to award in any manner deemed to be in the best interest of the district.
2. The specific criteria to be used for evaluation and award of this contract shall be outlined under the Special Terms and Conditions.
3. It is not the policy of the Nacogdoches Independent School District to purchase on the basis of low price alone.
4. Vendors submitting an "All or None", bid will not be considered for anything other than the entire award. Therefore, a vendor who specifies "All or None" and does not submit a bid for all items solicited will be deemed non-responsive.
5. Successful vendors will be notified by an award notification email.
6. Nacogdoches ISD reserves the right to accept or reject any or all offers, to waive any formalities and to accept the offer(s) that is determined to be in the best interest of the District.
7. These conditions are applicable and form a part of any contract documents resulting from this bid process, including purchase orders. In case of conflict, the bid documents shall take precedence.
8. If during the life of the contract; the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Nacogdoches ISD.
9. During the term of the contract, items that may not have been included on the initial bid may be included by mutual consent of the awarded vendor and the district.
10. Unless otherwise specified within these documents, Nacogdoches ISD appoints the Chief Financial Officer as contract administrator with designated responsibility to ensure compliance with contract requirements.
11. Prices and discounts are to remain firm for one (1) year from date of award, unless otherwise specified.
12. If this is a renewable contract, NISD reserves the right to extend the prices, terms, and conditions of this contract with any or all vendors that agree to a contract extension. The prices, terms, and conditions of this Agreement will govern all extensions and renewals with Vendor(s), unless mutually amended in writing and duly authorized by both parties.
13. Successful Bidder agrees to defend, indemnify and hold harmless Nacogdoches ISD and all its officers, agents and employees from any and all claims or liabilities regarding death, injuries, or property damages arising out of Vendor's activities under this agreement. Successful bidder shall pay any judgment with costs which may be obtained against Nacogdoches ISD for such damages.
14. The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part without the prior written consent of the Nacogdoches ISD Chief Financial Officer. Payment can only be made to the vendor(s) awarded as a result of this bid.
15. Vendor agrees to provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of work under this Agreement.
16. Vendor shall secure and pay for any fees, licenses, or permits necessary for the successful completion and proper execution of the work, be it community, city, county, or state requirement.
17. Vendor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work site any unfit person or anyone not skilled in the required tasks.
18. Vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations.
19. Vendor agrees that all work related to this contract shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the District. Seller shall maintain all necessary insurance coverage as required by statute as well as any additional coverage specifically required within this bid document.
20. Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to NISD. Failure to adequately address all issues of concern may result in contract cancellation.

## DELIVERIES

1. Deliveries of in stock merchandise (when applicable) shall be made within four business days of receiving the purchase order. If delivery cannot be made within the required days, then notice must be given to NISD with an expected delivery date.
2. If the vendor is unable to deliver within thirty (30) days from the date of the purchase order, or in the manner specified in the contract, Nacogdoches ISD reserves the right to purchase like goods on the open market and charge the difference to the vendor, deduct charges from existing invoice totals due at the time, or cancel the contract unless:
  - a. Prior approval is given for an extended delivery date by the department affected.
  - b. The purchase order states an extended date.
  - c. The merchandise ordered by NISD is lost in shipment and NISD is advised and agrees to accept a later delivery date.

- d. The vendor takes exception to the 30 day requirement and specifically addresses the required time frame for delivery of specific goods or services on the deviations page provided within this proposal.
- e. All deliveries shall be shipped FOB to Nacogdoches ISD and shall include inside delivery in the bid price. NISD will accept responsibility for deliveries after final inspection and acceptance of said items. If the quoted delivery terms do not include transportation costs, Nacogdoches ISD shall have the right to designate what method of transportation shall be used to ship the goods.
- f. The title and risk of loss of the goods shall not pass to Nacogdoches ISD until NISD actually receives and takes possession of the goods in good order at the point or points of delivery.
- g. All items shall be subject to inspection and rejection by NISD for defects and/or noncompliance with the purchase order. If for any reason, any item that is rejected, proposing vendor will cover all shipping costs to and from NISD, Nacogdoches, Texas. Rejected items not picked up within one (1) week after notification will become a donation to Nacogdoches ISD for disposition.

#### **ORDERING**

1. All orders must be accompanied by a purchase order or purchase order number. Ordering shall be allowed by phone, fax, email in person, or by mail as long as a purchase order number is provided.
2. Nacogdoches ISD is not liable for orders accepted without a valid purchase order. Payment will not be made for services rendered or goods provided without a valid district purchase order. Failure to observe this requirement may result in contract termination.

#### **PAYMENT**

1. Sellers shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, and bid number, shall be itemized and transportation charges, if any, shall be listed separately. Invoices should detail all work performed and materials provided, by date and quantity
2. Invoices should be mailed to Nacogdoches Independent School District, Attn: Business Office, P.O. Box 631521, Nacogdoches, TX7561. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.
3. Do not include Federal Excise, State or City Sales Tax. NISD is exempt from payment of these taxes and will furnish a tax exemption certificate, if requested.
4. NISD agrees to pay the supplier within thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.
5. NISD agrees to notify the supplier of an error or contested invoice. NISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

#### **INTERPRETATION**

- \* NISD shall be sole interpreter of the terms, conditions, specifications, and performance requirements contained herein.

#### **WARRANTY AND RETURNS**

1. Warranty Conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for the product. Equipment proposals received shall be for new equipment only. Equipment refers to all hardware, software, materials and incidentals, etc. Substitutions for new equipment must be clearly stated in writing. Warranty period will be deemed to commence upon delivery and acceptance of the goods or service by NISD.
2. Vendor expressly warrants that all goods or services furnished under this Agreement shall conform to all specifications and appropriate standards and shall be free from defects in material or workmanship. Vendor warrants that all such goods or services shall conform to any statements made on the containers or labels or advertisements for such goods, or services and that any goods will be adequately contained, packaged, marked and labeled.
3. Nacogdoches ISD reserves the right to return damaged, defective, or materials shipped in error, at the vendor's expense for exchange or credit at the district's option within thirty (30) working school days of receipt of such materials.
4. Merchandise received from a vendor shall be new, not used or shop worn.
5. All items must meet OSHA standards of compliance and be asbestos free.
6. All items which use electrical currents must be U.L. Listing approved.
7. Nacogdoches ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.



#### **TERMINATION OF AGREEMENT**

1. This contract may be terminated by the NISD for cause or convenience with a 30-day written notice. In the event of cancellation, the district will not be held responsible for loss of business, or any termination expenses incurred by the bidder.
2. Loss of funding shall constitute grounds for termination of the parties' contractual relationship by NISD, in whole or in part, without penalty, pecuniary risk or further liability to NISD.
3. In the event the proposal expires before a mutually agreed contract renewal is executed, vendor shall extend the contract on a month-to-month basis by mutual agreement.

#### **PENALTIES FOR NON-PERFORMANCE**

- \*. If the vendor or its subcontractors fail to fulfill or abide by the terms, conditions, or specifications of the contract (including price), Nacogdoches ISD's remedies include but are not limited to:
  - a. Purchase on the open market and charge the proposing vendor the difference between contract and actual price, or Deduct charges from existing invoice totals due at the time, or
  - b. Cancel the contract within (30) days written notification, or
  - c. Award to the next lowest responsible vendor, if acceptable to NISD.

#### **NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR, EMPLOYEES, AND SUBCONTRACTOR**

- a. The attached criminal history form must be completed and returned as a part of this bid, if applicable.
- b. All Vendor employees who will have direct contact with students shall supply information required by Texas Education Code Section 22.0834 to the appropriate authorities. Under no circumstances shall Vendor be allowed to use employees, agents or subcontractors on district property who have been convicted of a felony or a crime involving sexual misconduct. Vendor shall require all employees, agents and subcontractors to comply with campus access policies, designated parking policies and other requirements necessary to comply with Texas Education Code Section 22.0834.
- c. The awarded vendor(s) shall insure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on Nacogdoches ISD property any time.

#### **UNIFORM COMMERCIAL CODE**

1. If applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the Uniform Commercial Code is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.

#### **ORDINANCE, LAW, DISPUTE RESOLUTION AND VENUE**

1. The contractor shall comply with all local, state, and federal ordinances, laws and regulations pertaining to the operations covered under this contract. It shall be the obligation of the contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies of state and local governments.
2. Both parties agree that a good faith *effort* will be put forth to resolve any and all disputes arising from this contract. After thirty days of impasse, outside arbitration may be sought by the District.
3. This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that the venue for any litigation arising from this contract shall lie in Nacogdoches, Angelina County, Texas.
4. Neither party shall be liable in damages for any delay or default in the performance of this contract if such delay or default is caused by conditions beyond its own control including, but not limited to, Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.
5. Successful bidder shall be required to comply with applicable equal employment opportunity laws and regulations.
6. Successful bidders agree to protect NISD from claims involving infringement of patent or copyright.
7. Any required notice provided to successful bidder by Nacogdoches ISD shall be deemed to have been given and received on the next day after such written notice has been sent via Certified Mail to the bidder's address as provided in response to this bid opportunity.

8. ALL PROVISIONS LISTED WITHIN THIS BID BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT UNLESS SPECIFICALLY EXCLUDED AND AGREED TO BY NACOGDOCHES ISD. ANY EXCEPTIONS MUST BE LISTED ON THE DEVIATIONS PAGE WITHIN THIS INQUIRY. ANY AND ALL CONDITIONS SPECIFIED WITHIN THIS PROPOSAL DOCUMENT WILL AUTOMATICALLY BECOME A PART OF ANY ADDITIONAL CONTRACT TERMS WHETHER OR NOT THEY ARE SPECIFICALLY STATED WITHIN THAT ADDITIONAL AGREEMENT. Vendor understands and agrees that any terms and conditions submitted by Vendor as part of its bid are not incorporated into any agreement UNLESS SPECIFICALLY LISTED ON THE DEVIATIONS PAGE AND included in any final agreement executed between Vendor and the duly authorized representative of NISD. In the event a separate agreement is not executed by NISD and Vendor following the bid award, these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any NISD Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

**CONFLICT OF INTEREST**

- \* Individuals and business entities that wish to do business with NISD must file a Conflict of Interest form with the NISD purchasing department in accordance with Texas Local Government Code Chapter 176.006. The Conflict of Interest form is attached

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

**FORM A: VENDOR PROFILE**

Company Name: \_\_\_\_\_

**Contact Information:**

***Regarding Bid Process/Contract Renewals:***

1. Contact Name: \_\_\_\_\_

2. Phone: \_\_\_\_\_ 3. Fax: \_\_\_\_\_

4. Address: \_\_\_\_\_

5. Email Address: \_\_\_\_\_

**To Place Orders:**

1. Phone: \_\_\_\_\_ 2. Fax: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Email Address: \_\_\_\_\_ 5. Website: \_\_\_\_\_

**Payment Address:**

\_\_\_\_\_

**References:**

Please list three (3) Texas school districts of comparable size to NISD which you have served in the past three years.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Company Information:**

Please indicate if this response is for multiple locations or divisions within your company and list applicable information: \_\_\_\_\_

\_\_\_\_\_

How many consecutive years has your company been in business? \_\_\_\_\_

Nacogdoches Independent School District wishes to encourage the participation of minority and female owned businesses.

• Is your company a minority/female owned business? Yes \_\_\_\_\_ No \_\_\_\_\_

• If so, is your company currently HUB certified through the State of Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

## FORM B: FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 9, Section 44.034, Notification of Criminal History, Subsection (a), states "a person of 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 contact 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."

### CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code ~22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner's property or other location where students are regularly present. Owner shall determine what constitutes "moral turpitude" or "a location where students are regularly present." Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
  - a. Controlled substances; or
  - b. Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

**This notice is not required of a publicly-held corporation.**

I, the undersigned agent for the firm named below, certify that I have reviewed the information concerning notification of felony convictions and required criminal history checks and that ALL information furnished is true to the best of my knowledge.

Vendor's Name: \_\_\_\_\_

Authorized Company Official's Name (please print): \_\_\_\_\_

- A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:  
Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_
- B. My firm is not owned or operated by anyone who has been convicted of a felony.  
Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_
- C. 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): \_\_\_\_\_
- Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor is responsible for the performance of the persons, employees and/or subcontractors Contractor assigns to provide services for the Nacogdoches ISD pursuant to this contract on any and all Nacogdoches ISD campuses or facilities. Contractor will not assign individuals to provide services at a Nacogdoches ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Nacogdoches ISD Purchasing Department. If at anytime during performance of this contract, there is a change in felony status of any persons, employees, and/or subcontractors providing services to the Nacogdoches ISD, Contractor will immediately update the above form and provide such form to the Nacogdoches ISD Business Office within five business days of becoming aware of the change in status.

**FORM C: CONFLICT OF INTEREST NOTICE**  
**Nacogdoches Independent School District**

**Notice to Vendors**

**Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code**

Under Chapter 176 of Texas Local Government Code, a person or entity who contracts or seeks to contract with a school district for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the districts Records Administrator (in this case, the NISD Business Office). Each covered person or entity who seeks to or who contracts with NISD is responsible for complying with any applicable disclosure requirements. NISD will post the required completed questionnaires on its website.

# 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.~~

OFFICE USE ONLY

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).

Date Received

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.

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.

**FORM D: AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST,  
ANTI-LOBBYING**

**By submission of this response, the undersigned certifies that:**

1. Neither the Respondent nor any of its officers, partner, 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 Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure, a contract or fix the prices in the attached response or the response of any other Respondent, 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 firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Nacogdoches Independent School District except as noted below;
4. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Penal Code, Chapter 36, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid or proposal;
5. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion concerning this bid or proposal;
6. The bidder or proposer has not violated any state, federal, or local law, regulation, or ordinance relating to bribery, improper influence, collusion, or the like, and that the bidder or proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of the Nacogdoches Independent School District in return for the person's having exercised official discretion, power, or duty with respect for this bid or proposal;
7. The bidder or proposer has not and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of the Nacogdoches Independent School District in connection with information regarding this bid or proposal, the submission of this bid or proposal, the award of this bid or proposal, or the performance, delivery, or sale pursuant to this bid or proposal.

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 Respondent as well as to any person signing on its' behalf.

Signature of Authorized Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FORM E: AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT**

Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15.15(a) and 15.15(b); the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, national origin, or handicap and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature of Authorized Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM F: 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. Nacogdoches ISD does not do business with parties that have been suspended or debarred.**

Firms receiving individual awards and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award can be made to your firm, you must certify that your 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.

Name of Firm: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FORM G: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion-Lower Tier Covered Transactions**

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

(Before completing certification, read the instructions below.)

Please check one choice below:

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

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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Instructions For Suspension/Debarment Certification Statement*

1. *By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*
  2. *The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
  3. *Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.*
-

**FORM H: HOLD HARMLESS AGREEMENT**

The Contractor shall defend, indemnify, and hold harmless, Nacogdoches ISD and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of the Contract.

The Contractor shall also defend, indemnify and hold harmless, Nacogdoches ISD and all of its trustees, officers, agents, and employees from and against claims by any subcontractor, supplier, laborer, materials, or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not to Nacogdoches ISD for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Name of company representative)

as \_\_\_\_\_ for \_\_\_\_\_  
(Title of representative) (Name of entity/company represented)

\_\_\_\_\_ Personally Known

\_\_\_\_\_ Produced Identification

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Printed or Typed Name of Notary)

## FORM I: BID FORM

I have received the **Standard and Special Terms and Conditions, Specifications, and Forms** for the furnishing of goods and/or services as prepared by Nacogdoches Independent School District. I have examined and understand all aspects of these documents and submit the following bid. I have not deviated from the terms, conditions or specifications set forth by Nacogdoches Independent School District unless specified in written form.

**I agree:**

1. To hold my bid open for **90 days** after the due date for review and evaluation;
2. That the signing of this bid will constitute a contract between Nacogdoches Independent School District and my company, if awarded any or all of the bid;
3. That orders will be delivered and installed at **Raguet Elementary School, 2708 Raguet St. Nacogdoches, TX 75965. The goal by November 26, 2024. Due to supply chain, it may take longer. If that happens it will need to be done before January 6, 2025.**
4. To furnish goods and services in strict compliance with the Terms, Conditions and Specifications as addressed within this bid document;
5. That payment(s) will only be made from an invoice. Payment will not be made from a statement. A purchase order number must appear on all invoices.

The seller shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, bid number, shall be itemized and transportation charges, if any, shall be listed separately. Mail to: Nacogdoches Independent School District, Attn.: Business Office, P.O. Box 631521, Nacogdoches, TX 75963. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Business Office advised of any changes in your remittance addresses.

**Do not include Federal Excise, State or City Sales Tax. Nacogdoches ISD shall furnish a tax exemption certificate, if required.**

Nacogdoches ISD agrees to pay the supplier not later than thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.

Nacogdoches ISD agrees to notify the supplier of an error or contested invoice. Nacogdoches ISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

6. Property damage caused to NISD or other property by the awarded vendor while carrying out responsibilities related to this contract, shall be the sole responsibility of the awarded vendor.
7. Proper clothing will be worn at all times. Vendor's vehicles and employees must be identifiable by appropriate company logos on vehicles, shirts, and/or badges.
8. The use of alcohol and tobacco is prohibited on district property.

**FORM J: DEVIATION/SIGNATURE PAGE**

In the event the undersigned intends to deviate from the general terms, conditions, or specifications listed within this document, all such deviations must be listed on this page with complete and detailed conditions and information also being attached, if necessary. NISD will be the sole judge to determine if deviations are acceptable in meeting the needs of NISD and participating members.

**DEVIATIONS:**

**Our response is submitted according to:**

\_\_\_\_\_ **NO DEVIATIONS:** In the absence of any deviation entry on this form, the Vendor assures NISD their compliance with the Terms, Conditions, Specifications, and information contained within this document.

\_\_\_\_\_ **DEVIATIONS LISTED ABOVE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

FORM K:

**PROPOSER/VENDOR CERTIFICATION FORMS**

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

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

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

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

Does vendor agree? YES \_\_\_\_\_  
(If yes, insert initials of Authorized Representative of vendor.)

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

Does vendor agree to abide by the above?

YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

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

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

Does vendor agree to abide by the above?

YES \_\_\_\_\_ (If yes, insert 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 sub-recipient 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 Nacogdoches ISD, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert 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 Nacogdoches ISD, the vendor certifies that during the term of an award for all contracts by Nacogdoches ISD 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 \_\_\_\_\_  
(If yes, insert 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 sub-recipient 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 sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Does vendor agree? YES \_\_\_\_\_  
(If yes, insert 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 Nacogdoches ISD, the vendor certifies that during the term of an award for all contracts by Nacogdoches ISD 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 \_\_\_\_\_  
(If yes, insert the 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 Nacogdoches ISD, the vendor certifies that during the term of an award for all contracts by Nacogdoches ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_  
(If yes, insert the 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 Nacogdoches ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Nacogdoches ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31

U.S.C. 1352). The undersigned further certifies that:

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

Does vendor agree? YES \_\_\_\_\_

(If yes, insert the initials of Authorized Representative of vendor.)

(J) Procurement of Recovered Materials. School and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Attachment I.2 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? YES \_\_\_\_\_

(If yes, insert the initials of Authorized Representative of vendor.)

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –  
2 CFR § 200.333**

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When federal funds are expended by Nacogdoches ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_  
(If yes, insert the initials of Authorized Representative of vendor.)

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by Nacogdoches ISD 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 (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

Does vendor agree? YES \_\_\_\_\_  
(If yes, insert the initials of Authorized Representative of vendor.)

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does vendor agree? YES \_\_\_\_\_  
(If yes, insert the initials of Authorized Representative of vendor.)

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its responses 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 \_\_\_\_\_  
(If yes, insert the initials of Authorized Representative of vendor.)

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**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 under Proposer/Vendor Certification Forms.**

Vendor's Name/Company Name:

\_\_\_\_\_

Address, City, State, and Zip Code:

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**FORM M: MWBE/HUB CERTIFICATION Historically**

**Underutilized Business Questionnaire**

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB" and all referred to in this form as "MWBE") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal Invitation.

I certify that my company has been certified as a MWBE in the following categories (Please check all that apply)

Minority Owned Business

Women Owned Business

Certificate Number: \_\_\_\_\_

Name of Certifying Agency: \_\_\_\_\_

My company has NOT been certified as MWBE

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**FORM L: HB 89 and SB 252 Certification Addendum**

The Texas 85th Legislature passed two bills during its regular session that will impact all government contracts for goods and services, regardless of dollar amount, including contracts for professional, consulting, and construction services. This addendum requires review and signature from any vendor/independent contractor ("Contractor") entering into a contract ("Contract") with the Nacogdoches Independent School District to ensure the Contractor complies with the requirements stipulated herein.

**HB 89 - Certification Regarding Israel**

House Bill 89 (HB 89) prohibits governmental entities from entering into Contracts for goods and services that do not contain the Contractor's written verification that the Contractor does not, and during the term of the contract will not, boycott Israel.

**SB 252 - Verification Regarding Terrorist Organizations**

Senate Bill 252 (SB 252) prohibits governmental entities from contracting with parties on the State Comptroller's list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. As a result of the new law, governmental entities are required to verify that vendors are not on the Comptroller's list (the "List") of companies with ties to foreign terrorists. The Comptroller's Office provides and maintains such List and anticipates the List going live on September 1, 2017. The List will be accessible through the Texas Treasury Safekeeping Trust (<http://www.ttstc.org/index.php>) or through a link on the Texas Comptroller's website (<https://comptroller.texas.gov>).

**Contractor Certification**

The Contractor entering into a Contract with the Nacogdoches Independent School District ("Nacogdoches ISD") for the provision of goods or services, whether such Contract is in the form of either a written agreement executed between both parties or a duly authorized Nacogdoches ISD purchase order, Contractor 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. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities 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.

Contractor Business Name: \_\_\_\_\_

Full Name of Company Official: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## FORM N: Implementation of House Bill 1295

### 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 (with a few exceptions) only to a contract between a business entity and 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.

### Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

### Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.



### **Acknowledgement by State Agency or Governmental Entity:**

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

### **Additional Information:**

[Section 2252.908](#), Government Code.

Certificate of Interested Parties ([Form 1295](#))\*\*

**\*\*This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. [Form 1295 MUST BE FILED ELECTRONICALLY!](#) Paper copies and PDF copies of this sample form are not accepted!**

[Chapter 46](#), Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

[Frequently Asked Questions](#)

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

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.

**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)	
		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**

# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank	
2 Business name/disregarded entity name, if different from above	
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.  <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 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶  <input type="checkbox"/> <b>Note:</b> 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.  <input type="checkbox"/> 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 FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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## 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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](http://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-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-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.*