



Winnsboro ISD Food Service  
505 S. Chestnut St.  
Building C  
Winnsboro, TX 75494  
<https://www.winnsboroisd.org>

Winnsboro ISD Food Service Request for Proposal #CafeEq2024  
Winnsboro Junior High School Kitchen Renovation

Proposal Due Date  
Thursday, May 9, 2024  
4:00 p.m. Central Time

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## SECTION 1 SCOPE OF PROPOSAL

### FACILITY LISTING

Administration	903-342-3737	505 S. Chestnut St., Building C	Winnsboro, TX, 75494
Winnsboro Elementary	903-342-3548	310 W. Coke Rd.	Winnsboro, TX, 75494
Winnsboro Memorial Intermediate	903-342-5711	505 S. Chestnut St.	Winnsboro, TX, 75494
Winnsboro Junior High	903-342-3641	409 Newsome St.	Winnsboro, TX, 75494
Child Nutrition Department (located at Winnsboro High School)	903-342-0981	634 S. Post Oak St.	Winnsboro, TX, 75494

### INTRODUCTION

The Winnsboro ISD Food Service Department is soliciting Requests for Proposals from qualified vendors to provide, deliver, tear out, remove and dispose of existing equipment, and install a serving line and an updated vent-hood system to be expanded over the current cooking equipment in the kitchen area. We are updating the Winnsboro Junior High School campus for the upcoming 2024--2025 school year and Proposer must perform all installation modifications requested during the installation of equipment that is listed in this RFP ( Please see each option listed). We are looking for turn-key pricing.

This Request for Proposal includes the Timetable, Submission of Proposal, Opening of Sealed Proposals, Submission of Questions and Pre-bid Meeting, Method and Criteria for Evaluating the Proposal, Objective/Scope of Work, Instructions to Vendors, Terms for Delivery and Installation breakdown by Option, General Terms and Conditions, Insurance and Bond Requirements, Required Forms Checklist, Proposal Response Forms, References Form, Questionnaire, Certification for Criminal History Check, Required State and Federal Policy Acknowledgements Documentation, EDGAR Vendor Certifications and the Debarment or Suspension Certification Forms. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

### TIMETABLE

This section outlines the steps in the procurement process.

Release RFP	April 3, 2024
Deadline for Questions	May 1, 2024, 4:00 p.m. central
Pre-Bid Meeting	April 26, 2024, 2:30 p.m. central
Responses Available to Questions	May 3, 2024, by 4:00 p.m. central (posted to RFP web page)
Deadline for Submittal of Proposal	May 9, 2024, 4:00 p.m. central
Opening of Proposals	May 10, 2024, 9:00 a.m. central
Estimated Board Approval (If Required)	May 20, 2024
Contract Start Date	On or after June 3, 2024
Desired Contract Completion Date	August 9, 2024

### RESPONSE DETAILS

#### SUBMISSION OF PROPOSAL

*No proposals will be accepted until after the Pre-Bid Meeting is held on April 26, 2024.*

Sealed proposals shall include all the information requested hereafter and must be received in printed form by May 9, 2024 at 4:00 p.m. Central Time (CT). Faxed proposals and electronic proposals via email are not acceptable. Please mail or hand deliver proposals in a sealed envelope to:

Winnsboro ISD Administration Office  
**Attn: Kisha Smith, Food Service Director**  
**RFP #CafeEq2024**  
 505 S. Chestnut St.  
 Building C  
 Winnsboro, TX 75494

**Please note: Do not open until May 10, 2024 at 9:00 A.M. Central.**

Any Proposals received May 9, 2024 after 4 p.m. central will be returned unopened. Any alterations made before the opening time must be signed or initialed by the proposer or his/her agent. Amendments to proposals, once filed, may be submitted in a sealed envelope only. The District may consider unacceptable any proposal not prepared and submitted in accordance with the provisions hereto. The District reserves the right to reject any or all proposals, to waive any technicalities, formalities or irregularities, increase or decrease estimated amounts of equipment specified and to accept the proposal(s) deemed most advantageous to the Winnsboro Independent School District. Vendors who do not submit a proposal are requested to submit a No Proposal Notification form to the address above. *NOTE: The WISD Food Service Director, Chief Financial Officer, or Superintendent are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the position listed above ONLY throughout the term of the contract. Please note the District reserves the right to award a contract without negotiations.*

**OPENING OF SEALED PROPOSALS**

Winnsboro ISD Food Service Department will open proposals on 05/10/2024 at 9 a.m. CST at the Administration Office. Vendors are welcome to attend.

**SUBMISSION OF QUESTIONS/ PRE-BID MEETING**

If you have questions regarding this material, or if you require additional information, contact the WISD Food Service Director – Kisha Smith –at [kisha.smith@winnsboroisd.org](mailto:kisha.smith@winnsboroisd.org) or call 903-342-0981. A Pre-Bid Meeting will be held at the following location and time: Winnsboro Junior High School, located at 409 Newsome Street, Winnsboro, TX 75494 on Friday, April 26<sup>h</sup> at 2:30 p.m. central in the cafeteria. Please submit questions to the Food Service Director before 5/01/24 by 4:00 pm central. Responses will be posted to <https://www.winnsboroisd.org/page/wisd-cafeteria-rfp-afb-information> by 4 p.m. central on 5/03/2024. Attendance is not required, although attendance will be included in the evaluation score. The vendor will be responsible to confirm dimensions and the required work needed for the equipment to be installed properly. Please see the Specifications, Installation, and Delivery section for each option that is available.

**METHOD AND CRITERIA FOR EVALUATING THE PROPOSAL**

At the RFP opening, a checklist will be used to determine if all the vendors who have submitted proposals for the RFP have completed all the required forms, signed or initialed all of the requested signature pages and initialed acceptance to all other terms and conditions of this Request for Proposal and will be classified as ‘Responsive Vendors’. All Responsive Vendors will have their proposals evaluated using a scoring rubric. The lowest price offered will receive 30 points. If two or more proposals have the exact same lowest price, then they all receive the maximum cost points. All subsequent proposals in the lowest price category will be awarded points based on the following formula:

(Lowest submitted cost proposal/ Cost of proposal being scored) X (Total cost points available) = Pro-Rated Score  
 Ex: 30 points maximum awarded for price, lowest price proposal is \$10,000 and proposal being score is \$14,000  
 (10,000/14,000) X 30 points = 21.04 points

In all other categories, points will be awarded to each vendor who meets the criteria listed in the columns in the example below:

Purchase price	30 pts
Turnkey Installation and Billed by August 30, 2024	20 pts
Specifications met to align with district needs	20 pts
Pre-Bid Meeting attendance	20 pts
References	10 pts

It is not the policy of the District to purchase on the basis of low proposals alone. In evaluating submitted and per 2 CFR 200.320 (b) (2) (i), the following considerations may be taken in to account to determine the best value for the District.

- a. the purchase price;
- b. the quality of the vendor's goods or services;
- c. the extent to which the goods or services meet the District's needs;
- d. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
- e. the total long-term cost to the District to acquire the vendor's goods or services; and
- f. any other relevant factor specifically listed in the competitive sealed proposals.

If additional information or proposal clarification is required, the RFP evaluation team shall make written requests to the appropriate respondent(s) and require all responses to be made in writing. To request clarification of evaluation criteria, contact Kisha Smith at [kisha.smith@winnsboroisd.org](mailto:kisha.smith@winnsboroisd.org).

### AWARD OF PROPOSAL

Proposals will be opened and evaluated as described in the Method and Criteria for Evaluating the Proposal. The award will be made in writing to the proposer with the lowest responsible and reasonable proposal that is most advantageous to the district.

### METHOD FOR SUBMITTING A PROTEST FOR THE PROPOSAL AWARD

Vendors wishing to protest the award for proposal must do so in writing addressed to Winnsboro ISD Food Service Department, attention Kisha Smith at 505 S. Chestnut St., Building C, Winnsboro, Texas, 75494, within 10 days of the award. Vendor must explain in detail their reason for protesting the proposal award. Upon receipt of a protest, the Food Service Director will meet with the Chief Financial Officer and the Superintendent to review the protest. The vendor will be contacted via mail with the results of the protest review.

### OBJECTIVE/SCOPE OF WORK

Winnsboro ISD seeks proposals for the purchase, delivery, and turnkey installation of the specified kitchen equipment. Turnkey specifically refers to products being delivered, installed according to manufacturers and warranty directions and in proper working order at completion of installation, including any inspections required. The Winnsboro ISD Food Service Department is seeking completion of the project before the start of the 2024-2025 school year however WISD is aware of the current issues with securing products and pricing fluctuations. We request vendors to honor pricing listed on the bid and provide delivery and installation within 30 days of the Vendor's receipt of the product after the award.

The awarded Proposers will be responsible for delivering and installing commercial cafeteria equipment at the Winnsboro Junior High campus, located at 409 Newsome Street, Winnsboro, TX 75494. All pricing will include furnishing, delivery, making necessary modifications, unpacking, set up of all items in the correct locations, and making all necessary connections to make the equipment useable for its intended purpose. The chosen vendor will also dispose of discarded equipment and remove all crating materials from District premises. We are looking for turn-key pricing.

The Proposer will furnish all materials, labor, equipment, and superintendence necessary. This is a turn-key project. Proposal prices shall include all handling, re-packing, assembly, modifications, inspections, and placement in fully operable condition. Please see EQUIPMENT SPECIFICATIONS, INSTALLATION, AND DELIVERY for all options that are required regarding utilities.

Specifications for the brand and model number of the equipment offered by the vendor for this Request for Proposal must be submitted with the proposal packet.

Due to Texas Department of Agriculture regulations, all equipment must be delivered, installed and invoiced by August 30, 2024. Price must include Freight on Board Destination, Freight Prepaid. Equipment shall be delivered and uncrated. The contractor will assume all responsibility for equipment until all equipment is delivered and installed.

## EQUIPMENT SPECIFICATIONS and INSTALLATION BREAKDOWN BY OPTIONS

**NON-EXCLUSIVE CONTRACT**

The District reserves the right to award multiple contracts for the options listed below and may obtain pricing from more than one source.

**1) Option 1 Vent-hood**

- a) Bid shall include full turnkey services, including electrical, plumbing, tear out and removal of existing equipment. It will be the dealer's responsibility to confirm dimensions. Dealer and district must verify voltage and phase before ordering.
- b) Bid shall include installation and to include the following: Relocate two 14" supply ducts, demo existing vent-hood and exhaust fan, install stainless steel backsplash, locate support hangers on vent-hood and mount beam claps/Unistrut or equivalent accordingly, lift vent-hood to recommended height and level, run 1/2" all thread from beam claps/Unistrut or equivalent through support hanger on vent-hood, add curb adapter to existing exhaust curb, set both grease duct and make-up air plenum through curbs on roof, set make-up air fan on curb and secure it using screws, set exhaust fan on curb attaching hinges and support chain, mount grease trap to exhaust fan, weld grease duct to vent-hood, fire inspection on grease duct, wrap grease duct with fire barrier duct wrap using tape and metal ties to secure it in place, run round ductwork from make-up air plenum to vent-hood, seal make-up air duct with a mastic to insure no air leaks throughout the duct, apply the skirting around the top of the vent-hood to hide all ductwork, and set grease filters and grease cup in place on vent-hood.
  - **Electrical:** Remove the all conduit that is feeding power to the tilted skillet receptacle from the face of the wall where the hood vent is going and relocate the conduit to the back side of the wall making the receptacle accessible in the exact existing location, install a single pole 20 amp breaker to feed a 120 volt 20 amp circuit for the ice machine receptacle, mount the kitchen control box in the closest next to the electrical panels, install 120 volt power to the vent hood control box and terminate line voltage on L1 L2, install shunt trip breaker to control power on the coil side of the contactors and to the vent hood control box so that both item shunt properly in case of a fire, install single pole 20 amp breaker to feed 120 volt 20 amp power to the exhaust fan (line voltage has to be install so that the vent hood control box operates power in case of a fire), install a two position switch that controls when the exhaust fan turns on and off but still operates properly if there is a fire, install a single pole 20 amp breaker that feeds 120 volt 20 amp power for the supply air (line voltage has to be install so that the vent hood control box operates power in case of a fire), vent hood lights get power from the vent hood control box. Install power from control box to the vent hood lights, install a two-position switch that controls when the vent hood lights turn on and off but still operates properly if there is a fire, reroute wires feeding the tilt skillet, gas convection oven, and gas range so that is properly wired in directly with the fire system.
  - **Plumbing:** Remove the 1-inch gas flex from the water heater closet to the cook line, install 1 1/2-inch black iron to replace the gas flex and install hangers to support the pipe in the ceiling, move the 1/2 -inch copper water line to accommodate the new vent hood. Note: the gas flex is being removed due to it not being up to code and the fact it is not properly sized.
  - **Fire:** Install 4.5 Gallon Ansul system or equivalent in 12-foot Vent Hood, run the Manual Pull Station via conduit not to be further than 30 foot from the hood, hang Ansul Automan or equivalent on the back side of the wall where the hood is located. (Above the ice machine), make all necessary penetrations in the hood to be able run the nozzle and the plenum nozzle protection, place and hang all fuse link and detectors over given appliances, connect gas valve shut off via conduit. Gas Valve to be installed by others. K-class Included in price. Ansul system or equivalent will come with a passing 6 months Certified inspection tag.
  - **Exclusions:** Structural, painting, abatement, sheetrock work of any kind, structural supports or framing, landscaping, irrigation repairs, and concrete work of any kind.
  - **Warranties:** Hood (18 month from start-up) and fan warranty as applicable.
  - **Insurance:** Please see Bid Bond, Performance Bond and Insurance Under GENERAL TERMS AND CONDITIONS - All prospective Bidders should carefully examine the site, plans, specifications, and all other pertinent documents and fully inform himself as to all conditions and matters, which can in any way, affect the work or cost thereof.
- c) EQUIPMENT  
Provide (1) Accurex Vent hood or Equivalent brand, custom unit:

The hood(s) exterior shall be constructed of a minimum of 18-gauge 400 series stainless steel (300 series optional). The hood(s) shall be constructed using the standing seam method for optimum strength and with a Performance Enhancing Lip (PEL) to improve capture efficiency by turning air back into the hood. An integral 3-inch air space is provided to meet NFPA® 96 clearance requirements against limited combustible walls. Integral 3-inch air space may be omitted for non-combustible construction. All seams, joints and penetrations of the hood enclosure shall be welded and/or liquid tight. Lighter material gauges, alternate material types and finishes are not acceptable. All unexposed interior surfaces shall be constructed of a minimum 18-gauge corrosion resistant steel including, but not limited to ducts, plenum, and brackets. The hood(s) shall include a filter housing constructed of the same material as the hood. The filters shall be stainless steel baffle type (non-stick coating optional), U.L. 1046 Classified, and in sufficient number and size to ensure optimum performance. The filter housing shall terminate in a pitched, full length grease trough which shall drain into a removable grease container. These filters shall have a grease removal efficiency of 28% at 8 microns (16% from 3-10 microns) and static pressure drop of 0.5-0.6 inWC.

## 2) Option 2 Serving Line

- a) Dealer will be responsible for removal and tear out of existing serving line and installation of new serving line. New serving line to be hooked up to electrical by district. District to ensure all utilities will be ready prior to install. It will be the dealer's responsibility to confirm dimensions and get signed drawings before serving lines are put into productions. Dealer and district must verify voltage and phase before ordering.
- **MODULAR CART:** Tops of units shall be constructed of 16-gauge, type 304 stainless steel, die formed, welded, ground and polished to a uniform finish with a rolled front edge. Body shall be constructed of hi-tensile square aluminum tubing, 1 ¼", 1" and 3" extruded, vertical radius corners with stainless steel overlay. Frame sections shall all be welded construction, ground and polished to a uniform finish. Body shall be complete with laminated front, end and rear panels with laminated rear apron on .050 aluminum. Units shall each have a stainless-steel lower shelf, where applicable, with 6" rear access for utilities. Cam locking system shall be included with each unit to align and retain cart positioning when two or more units are joined. Each unit shall have a 12" solid tray slide on customer side. Units shall be mounted on 6" stainless steel legs.
  - **TRAY SLIDE:** Tray slide shall be constructed of solid 12", 16-gauge 304 stainless steel, drop down / folding design. Unit to be ribbed and to have rolled edge front. Units to be mounted at ADA approved tray heights.
  - **SNEEZE GUARD:** Sneeze guard to be constructed of 1" dia. stainless steel tubing, all welded, ground and polished to a uniform finish. Sneeze guards, (2) end panels and top shelf are of 1/4" thick tempered glass, with all edges polished to a smooth finish. All glass is supported by stainless steel clamps which are welded to the frame. Unit to be included with adjustable front sneeze guard for self-service or full-service application. Unit is supplied with stainless steel flanges.
  - **WARRANTY:** 2 Year Parts and Labor Warranty on all products. Additional 5 Year compressor warranty.
- b) EQUIPMENT
- Item #1: Provide (1) Atlas Metal BLH-6-OT Hot Well unit or Equivalent brand:
    - In addition to general construction, Hot Food Unit shall have (6) Atlas model: WIH-1 or equivalent brand, individually heated, 12" x 20" wells constructed of 18-gauge, type 304 stainless steel to be undermounted onto cart. Hot wells shall be one piece, all welded, ground and polished to a uniform finish. Deep drawn wells shall not be acceptable. All corners shall be covered with a minimum ¼" radius. Each well shall be provided with an 850-watt heating element. Hot wells to be capable of being used with or without water. Countertop to be recessed 1" to accommodate 18" x 26" sheet pans. Unit shall include master on/off switch, (1) power cord extension, (1) solid stainless-steel tray slide, (1) 2x2 stainless steel power pole, and to be provided with (1) stainless steel undershelf. Hot Food Unit shall be provided with a folding 8" D stainless steel work shelf on the operator's side, to run length of cart. Unit to include (1) PRGT sneeze guard with adjustable front. Unit to be mounted on legs.
  - Item #2: Provide (1) Atlas Metal BLU-5 Double Tier Frost Top unit or Equivalent brand:
    - In addition to general construction, Frost Top Unit shall have (1) DUKE Double Tier frost top, model: HF50-2-FOL-FOL or equivalent brand. Unit to include (1) solid stainless-steel tray slide, (1) Electrical raceway, (1) 2x2" stainless steel power pole, and (1) stainless steel undershelf. Unit to be mounted on legs.

## SECTION 2 REQUIRED FORMS

### REQUIRED FORMS CHECKLIST

- Proposal Response Forms (2 pages)- Page 9 &10
- Questionnaire – Page 11
- References – Page 12
- Conflict of Interest Questionnaire – Page 23
- Criminal History Record Information/Certification for Contract Employees – Page 25
- Non-Collusion Certificate – Page 26
- E-Verify Program Form – Page 27
- Civil Rights/Discrimination – Page 28
- Intangible Property – Page 29
- Compliance with Anti-Trust Laws – Page 30
- Prohibited Employment Assistance - Page 31
- IRS Form W9 – Request for Taxpayer Identification Number and Certification – Page 32
- Historically Underutilized Business (HUB) – Page 39
- EDGAR Certifications – Pages 40 - 46
- Felony Conviction Notification – Page 47
- Certification of No-Boycott of Israel Form – Page 48
- Certification Regarding Terrorist Organizations – Page 49
- Iran Contracting Act – Page 50



PROPOSAL RESPONSE FORM 1

Vendor Name \_\_\_\_\_

Vent-Hood (Winnsboro Junior High School)	Option 1
Bid Base Price for Equipment	S
Bid Price for Installation	S
Bid Price for disconnecting and relocating existing Vent-hood	S
Bids Price for Freight/Shipping	S
Grand Total	S

Serving Line (Winnsboro Junior High School)	Option 2
Bid Base Price for Equipment	S
Bid Price for Installation	S
Bid Price for disconnecting and relocating existing Serving Line	S
Bids Price for Freight/Shipping	S
Grand Total	S

\*Pricing per unit good for 6 months period with mutual consent between vendor and Winnsboro ISD.\*

\*\* Estimated date of delivery & installation \_\_\_\_\_

\*\*\* Estimated date of completion \_\_\_\_\_ TOTAL BID \_\_\_\_\_

List any deviations from District specifications or alternative proposals for consideration. Attach a separate page if to behind this page if more room is needed:

PROPOSAL RESPONSE FORM 2

Winnsboro Independent School District  
505 S. Chestnut St., Building C, Winnsboro TX 75494

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

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

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

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

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

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

\_\_\_\_\_  
Authorized Company Representative Name (Printed)

\_\_\_\_\_  
Firm Submitting Proposal

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Email Address

QUESTIONNAIRE

Respondents are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Respondent's Questionnaire.

1. Legal name of the company: \_\_\_\_\_  
Authorized point of contact for the company:

Name: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email: \_\_\_\_\_

Address of office that would be providing service:  
\_\_\_\_\_

2. How many years has your organization been in business under its present name? \_\_\_\_\_

3. Under what other or former name(s) has your organization operated?  
\_\_\_\_\_

4. Has your organization ever failed to complete any work awarded to it? Yes \_\_\_\_\_ No \_\_\_\_\_  
If "Yes", please explain: \_\_\_\_\_

5. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes \_\_\_\_\_ No \_\_\_\_\_  
If "Yes", please explain: \_\_\_\_\_

6. Do you currently hold any School District contracts: Yes \_\_\_\_\_ No \_\_\_\_\_  
If "Yes", please indicate the name(s) of each school district below:  
\_\_\_\_\_  
\_\_\_\_\_

7. Do you have a net 30-day payment terms? Yes \_\_\_\_\_ No \_\_\_\_\_  
If "No", please explain: \_\_\_\_\_

8. Vendor's Accounting Contact Name \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

9. Vendor's Ordering Contact Name \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

The undersigned swears to the truth and accuracy of all statements and answers contained here in:

\_\_\_\_\_  
Company Name Signature of Authorized Representative

\_\_\_\_\_  
Printed Name & Title of Company Representative Date

REFERENCES

List below three (3) institutions/companies for which you have provided similar services for in the past 12 months. Be sure to furnish current contact information for individuals that actually were involved with the projects.

1.

Institution/Company Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

2.

Institution/Company Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

3.

Institution/Company Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

## SECTION 3 GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Winnsboro Independent School District ("Owner" or "School District"). Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
2. **ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Owner. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the Owner.
3. **CONFLICT OF INTEREST** – The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this contract. No officer or employee of the Owner shall have a financial interest, direct or indirect, in any contract with the Owner, or be financially interested, directly or indirectly, in the sale to the Owner of any land, materials, supplies or services, except on behalf of the Owner or in compliance with the provisions of the Owner's Board Policy Manual. Any violation of this provision shall render this contract voidable at the discretion of the Owner.
4. **SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
5. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
6. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
7. **FUNDING** – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the Owner, which fiscal year ends on August 31 of each year, shall be subject to School Board budget approval. Should funding not be approved by the School Board for any given budget year during the contract term, the contract will terminate and become null and void.
8. **CONTRACTOR TO PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Owner's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. School District's count or weight shall be final and conclusive on shipments not accompanied by packing list.
9. **PLACE OF DELIVERY** - The place of delivery shall be to the Winnsboro Junior High School campus.
10. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the Owner until the Owner actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
11. **FORCE MAJEURE** – Neither party shall be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the School District's Food Service Director of the date of inception of the force majeure condition and the extent to which it will affect performance.

12. **RIGHT OF INSPECTION** – Owner shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.
13. **RIGHT TO AUDIT** - Contractor agrees that the Owner shall, until the expiration of seven (7) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the Owner shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The Owner shall give Contractor reasonable advance notice of intended audits.
14. **PRODUCT GUARANTEE** – Contractor guarantees equipment or product offered will meet or exceed specifications identified in this Request for Proposal. The Contractor shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the Owner. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Contractor shall, upon written request from the Owner, promptly remove such equipment or product without any further expense to the Owner.
15. **PATENT RIGHTS:** The Contractor agrees to protect and indemnify the Owner from any claim involving any intellectual property infringement on goods and/or services supplied.
16. **PRICE WARRANTY** - The price to be paid by the Owner shall be that contained in Contractor's proposal, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon Owner's option, Owner shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.
17. **NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. All electrical items must meet all applicable OSHA standards and regulations, and must bear the listing from US, FMRC, NEMA, or U L Laboratories.
18. **MSDS** Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District.
19. **SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
20. **INDEMNIFICATION** – Contractor does hereby agree to waive all claims, release, indemnify and hold harmless the district, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the contractor is legally liable, arising out of or in connection with the performance of this contract, and contractor will at its own cost and expense defend and protect the owner against any and all such claims and demands.
21. **NON-DISCRIMINATION** - Contractor will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, working conditions, recruitment, recruitment

advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training opportunities, including apprenticeship.

22. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the school district harmless against any claims or allegations asserted by third parties or subcontractors against school district arising out of contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.
23. **DRUG POLICY** - All Owner property and facilities are "drug-free" zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in an Owner building or while on Owner property. The Contractor and its employees shall adhere to this policy.
24. **TERMINATION FOR DEFAULT** – Owner reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the specifications. In the event of termination, the Owner reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the contract to the next proposer providing the best value to the Owner. Any such act by the Owner shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to Owner of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the Owner for such excess.
25. **TERMINATION WITHOUT CAUSE** – Owner shall have the right to terminate the contract, in whole or in part, without cause at any time upon thirty (30) days prior written notice to the Contractor. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. Owner shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
26. **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the Owner or Contractor or both; and (2) the terms of this contract is not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Owner or Contractor.
27. **INSURANCE** – The Contractor shall purchase and maintain insurance from a company lawfully authorized to do business in the jurisdiction in which the projects are located. The insurance company shall be fiscally sound with at least an AM Best rating of A-. The contractor shall provide a certificate of insurance with their proposal. The contractor shall provide a copy of the insurance certificate naming Winnsboro Independent School District as an additional insured before work begins on the Owners premises. At a minimum, the insurance certificate shall include the following coverage:

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**Workmen's Compensation:**

All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.

(Including Waiver of Subrogation Endorsement)

<b>Employer's Liability:</b>	\$1,000,000.00
<b>Commercial General Liability:</b>	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	\$1,000,000.00 each person
Products and Completed Operations	\$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
<b>Property Damage</b>	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
<b>Automobile Liability:</b>	
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit
Property Damage	\$1,000,000.00 each occurrence
Umbrella or Excess Liability	\$3,000,000.00 each occurrence/aggregate

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

- 1) Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Winnsboro ISD.
  - 2) The contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
  - 3) The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
28. **PAYMENT BOND** - For facilities construction and some services contracts, a payment bond is required for projects/contracts exceeding \$25,000. The payment bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of 2 CFR 200.326 state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by WISD to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety shall be a US company located in the USA. If a contract is awarded under \$25,000, but subsequent change orders cause the price to exceed \$25,000, a payment bond will be required immediately.
29. **PERFORMANCE BOND** - For facilities construction and some service contracts, a performance bond is required for projects/contracts exceeding \$100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Texas Government Code, Chapter 2253 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by WISD to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety shall be a US company



located in the USA. If a contract is awarded for under \$100,000, but subsequent change orders cause the price to exceed \$100,000, a payment bond will be required immediately.

30. **BID BOND** - Required for Vent-Hood - All bids shall be accompanied by a Bid Bond, Cashier's Check or Certified Check in the amount of not less than 5 percent (5%) of the total amount of the bid plus add alternates, payable to the Owner, as a guarantee that the bidder will enter into a contract and execute performance and payment and bonds within ten (10) days after notice of award of the contract. Bids without Bid Bonds, Cashier's Check or Certified Check will be rejected and not considered.  
**Please see Additional Terms and Conditions for the District Policy Requirements for all insurance types and limits.**
31. **NOTIFICATION OF FELONY** - The person or entity submitting a proposal must give notice to the School District, at the time of submission of the proposal, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation). See enclosed form, Felony Conviction Notification.
32. **CRIMINAL HISTORY/FINGERPRINTING REQUIREMENT** - If a Contractor or ANY OF THE Contractor's employees, subcontractors, or agents will be on a school site where direct contact with students may occur, the Contractor shall send to the Department of Public Safety information that is required to obtain national criminal history records on such individuals. This may include fingerprints and a photograph. See enclosed form, Criminal History Records Information, Certification for Contractor Employees. Contractor may not allow an individual to provide services at an instructional facility if the individual, during the preceding 30 years, was convicted of any of the following offenses:
- A felony offense under Title 5, Texas Penal Code
  - An offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure
  - An offense under the laws of another state or federal law that is equivalent to an offense under (a.) and b.) above
- Questions regarding compliance with fingerprinting requirements should be directed to Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us. Emails must identify you as a contractor/vendor to a Texas Independent School District. The Texas Department of Public Safety's telephone number is (512) 424- 2474.
33. **GOVERNING LAW AND VENUE:** Contractor agrees that this solicitation and any contract that may result thereof will be governed by and construed in accordance with the laws of the State of Texas without regard to conflict to law principles. Contractor agrees that the exclusive venue of any dispute or legal proceeding relating to this solicitation or any related written contract awarded will be in Wood County, Texas.
34. **CONTRACT MONITORING:** All pricing provided in the proposal should include a specific deliverable or a set of deliverables that demonstrate successful completion of activities. All activities must have documentation to support their completion. WISD reserves the right to reject goods or services which do not address the deliverables stated in the contract and do not meet WISD quality review. Monitoring may include, but is not limited, to reviewing invoices to ensure the receipt and acceptance of goods and services per contract requirements and monitoring contracts for certain administrative reporting activities stated in the contract terms and conditions or in any special provisions. These include contractor reporting of any litigation, lobbyist activities, changes in ownership or financial status, and key changes on personnel, and monitoring agency compliance with statutes, rules, and regulations governing state agency contract and procurement activities. WISD expects the contractor to be responsive to requests for documentation for purposes of monitoring.
35. **NOGA:** All contracts, agreements, and lease purchases that are to be paid with federal awards for each participating party shall strictly adhere to the regulations set forth in the Financial Accountability System Resource Guide (FASRG) of TEA, and the Education Department General Administrative Regulations (EDGAR) of the U.S. Department of Education. These requirements include, but are not limited to, (see Code of Federal Regulations [CFR Appendix II Part 200]):

- a. Contract is effective upon receipt by the Member of the Notice of Grant Award (NOGA)
  - b. Award must maintain an award status for the duration of the grant period of availability.
  - c. All services must be completed in the duration of the grant period of availability.
  - d. Services must be invoiced monthly after services are received.
36. **PERFORMANCE DEFICIENCY:** Continuing non-performance of the award vendor in terms of specifications shall be a basis for the termination of award vendor status. Cancellation by WISD may be made upon thirty (30) calendar days' written notice to the awarded vendor. The District shall not pay for work, equipment, or supplies which are unsatisfactory. Vendor shall be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non- performance.
  37. **SUBCONTRACTORS:** Respondent may not subcontract any or all the work and/or obligations due under the contract without prior written approval of WISD. Subcontracts, if any, entered by the respondent shall be in writing and be subject to the requirements of the contract. Should respondent subcontract any of the services required in the contract, respondent expressly understands and acknowledges that in entering such subcontract(s), WISD is in no manner liable to any subcontractor(s) of respondent. In no event shall this provision relieve respondent of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.
  38. **TAX LIABILITY:** Purchases made by WISD are exempt from the State Sales Tax and Federal Excise Tax. WISD will furnish Tax Exemption Certificates to vendor prior to purchase as requested by vendor. Vendor represent and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of vendor or its employees. WISD shall not be liable for any taxes resulting from the contract. Do not include tax in your proposal totals. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards.
  39. **CHANGE IN LAW:** Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.
  40. **CONTRACTOR LIMITATION OF AUTHORITY:** Respondent shall have no authority to act for or on behalf of WISD, except as expressly provided for in the contract. No other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of WISD.
  41. **INSPECTION AND TESTING:** Upon completion of installation, WISD is allowed an additional 10 business days to fully inspect and test all equipment to ensure no defects exist before issuing payment.
  42. **ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements, between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.
  43. **NON-APPROPRIATION OF FUNDS:** Should the District not have sufficient funds appropriated for the contract, and after timely notification to the supplier, the District is fully and expressly released from all obligations under this agreement and any incidental agreements hereto. Renewal of agreements is specifically contingent upon satisfactory performance by supplier under the conditions set forth in this agreement.

## ADDITIONAL TERMS AND CONDITIONS

1. Any instance in which the General Terms and Conditions and the Specifications for this proposal do not agree; then the terms in the Specifications shall take precedence.
2. Proposals shall be submitted on this form. All prices must be typed or written in ink.
  - a. Proposals written in pencil will not be accepted. Each proposal shall be placed in a separate envelope.
  - b. Sealed and properly identified with the proposal title and the time and date to be opened.
  - c. Proposals must be received at the WISD Administration office before the hour and date specified.

**DO NOT FAX YOUR PROPOSAL!**

3. Prices proposed should be F.O.B. destination, inside delivery (if applicable). All freight charges must be included in your proposal pricing. If otherwise, state on Deviation/Compliance Signature form.
  - a. Delivery shall be made during normal school hours (8:00 a.m. to 4:00 p.m. CT Monday-Friday) unless prior approval has been obtained from authorized District personnel.
4. Installation: the successful proposal shall provide the following services on the items proposed, at no additional cost to the District, if otherwise, state on Deviation/Compliance Signature form.
  - a. Provide transportation of items to the facility.
  - b. Place the items in the proper location within the facility.
  - c. Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
  - d. Provide adjustment by a trained installation mechanic.
  - e. Remove all debris from site.
  - f. Any catalog, brand name, or manufacturer's reference used in the proposal is descriptive and not restrictive and is intended to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, proposal must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being proposed should be included with the proposal. If proposer takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.
5. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with proposer's name and item number on the proposal. **DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.**
6. All items and services being proposed must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
7. In case of ambiguity or lack of clarity, Winnsboro ISD reserves the right to consider the most advantageous construction thereof, or to reject the proposal.
8. Mail invoices to: Winnsboro ISD, Food Service Director, 505 S. Chestnut St., Building C, Winnsboro, TX 75494. All payments shall be governed by Texas Government Code Chapter 2251. The vendor who is awarded this contract will not begin the project until the School District has issued an award notification and WISD P.O. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or satisfaction in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code will control.

**During the term of this contract, the contractor shall carry and pay the premium for insurance of the types and limits stated herein.**

## REQUIRED WORKERS' COMPENSATION COVERAGES

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

From: Winnsboro ISD Board Policy CV(Legal)      DATE ISSUED: 06/21/2022      UPDATE 119

A district shall ensure a contract for construction services required to be procured by a method in Government Code Chapter 2269 specifies the contractor's responsibilities for site safety and requires compliance with the requirement to provide workers' compensation insurance in accordance with Labor Code 406.096, below. 19 TAC 61.1040(e)(3)(D)

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

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

1. Include in the bid specifications all the duties and responsibilities of contractors pertaining to required workers' compensation coverage, using the language required by 28 Administrative Code 110.110(c)(7)
2. As part of the contract, using the language required by 28 Administrative Code 110.110(c)(7), require the contractor to perform the duties and responsibilities pertaining to required workers' compensation coverage as set out in 28 Administrative Code 110.110(d).
3. Obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
4. Obtain from the contractor a new certificate of coverage showing extension of coverage: a. Before the end of the current coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and b. No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.
5. Retain certificates of coverage on file for the duration of the project and for three years thereafter.
6. Provide a copy of the certificate of coverage to the Texas Department of Insurance, Division of Workers' Compensation upon request and to any person entitled to a copy by law.
7. Use the language contained in 28 Administrative Code 110.110(c)(7) for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

28 TAC 110.110(c)

**Exception** This coverage requirement does not apply to sole proprietors, partners, and corporate officers who meet the requirements of Labor Code 406.097(c), and who are explicitly excluded from coverage in accordance with Labor Code 406.097(a). 28 TAC 110.110(i)

**Certificate of coverage ("Certificate").** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

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

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

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project. The Contractor must provide a certificate of coverage to the District prior to being awarded the contract. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the District showing that coverage has been extended.

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

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

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

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

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

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

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project; .
2. provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
4. obtain from each other person with whom it contracts, and provide to the Contractor: (a) a certificate of coverage, prior to the other person beginning work on the Project; and (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
5. retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
6. notify the District in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
7. contractually require each person with whom it contracts, to perform as required by Subparagraphs .1 - .7 with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the District that all employees of the Contractor who will provide services on the Project will be

covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

### SECTION 4 FORMS

### CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>  	Date Received	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>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.</b></p>  		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

...

(2) the vendor:

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

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

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

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

**Local Government Code § 176.006(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.



CRIMINAL HISTORY RECORD INFORMATION

**CRIMINAL HISTORY RECORD INFORMATION  
CERTIFICATION FOR CONTRACTOR EMPLOYEES**

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

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

On behalf of \_\_\_\_\_ ("Contractor"), I certify that

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

Or

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

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

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

Company Name	Signature of Authorized Representative
Printed Name & Title	Date

NON-COLLUSION CERTIFICATE

**NON-COLLUSION CERTIFICATE**

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

Vendor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

Proposer (Signature): \_\_\_\_\_

Proposer (printed name & title): \_\_\_\_\_

Company Officer (Signature): \_\_\_\_\_

Company Officer (printed name & title): \_\_\_\_\_

E-VERIFY PROGRAM

**E-VERIFY PROGRAM**

**Employment Eligibility Verification:** (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

**Declaration**

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: [http:// www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222-54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

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

\_\_\_\_\_  
Respondent Name (printed)

\_\_\_\_\_  
Respondent Signature

\_\_\_\_\_  
Date

### CIVIL RIGHTS/DISCRIMINATION

#### CIVIL RIGHTS/DISCRIMINATION

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

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, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.

**Proposer Certification for "Civil Rights/Discrimination:"**

**YES, I Agree to the above**                      **Initial:** \_\_\_\_\_

**NO, I do NOT Agree to the above**                      **Initial:** \_\_\_\_\_

## INTANGIBLE PROPERTY

**INTANGIBLE PROPERTY**

All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

**Proposer Certification for "Intangible Property:"**

**YES, I agree to the above.** (Initial: \_\_\_\_\_)

**NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

## COMPLIANCE WITH ANTI-TRUST LAWS

**COMPLIANCE WITH ANTI-TRUST LAWS**

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that:

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

Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

**Proposer Certification "Compliance with Anti-Trust Laws:"**

- YES, I agree to the above. (Initial: \_\_\_\_\_)
- NO, I do NOT agree to the above. (Initial: \_\_\_\_\_)

**PROHIBITED EMPLOYMENT ASSISTANCE**

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the WISD school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Proposer Certification for "Employment Assistance:"

YES, I agree to the above. (Initial: \_\_\_\_\_)

NO, I do NOT agree to the above. (Initial: \_\_\_\_\_)

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

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

Request for Taxpayer Identification Number and Certification

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

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

Form fields 1-8: Name, Business name, Tax classification, Exemptions, Address, City, ZIP code, List account numbers.

Part I Taxpayer Identification Number (TIN) - Social security number or Employer identification number

Part II Certification - Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number... 2. I am not subject to backup withholding... 3. I am a U.S. citizen or other U.S. person... 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Sign Here - Signature of U.S. person and Date

General Instructions - Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Purpose of Form - An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: Form 1099-DIV (dividends, including those from stocks or mutual funds); Form 1099-MISC (various types of income, prizes, awards, or gross proceeds); Form 1099-B (stock or mutual fund sales and certain other transactions by brokers); Form 1099-S (proceeds from real estate transactions); Form 1099-K (merchant card and third party network transactions); Form 1098 (home mortgage interest), 1099-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.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes. • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

**Exempt payee code.**

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 654 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-9.

**Part II. Certification**

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

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

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

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

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

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4)(b)(2)(i)(A)	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4)(b)(2)(ii)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-365-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

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

DISCLOSURE OF INTERESTED PARTIES

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

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

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

### Historically Underutilized Business (HUB) Certification

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Please attach a copy of HUB certification.

I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)

- Minority Owned Business
- Small Business
- Women Owned Business
- My company has NOT been certified as a Historically Underutilized Business (HUB)

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

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

\_\_\_\_\_  
**Date**

## EDGAR CERTIFICATIONS

**ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT**

The following certifications and provisions are required and shall apply when Winnsboro Independent School District ("WISD") expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by WISD and the WISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the Contract between WISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and you must complete and return this form and return it to WISD along with your proposal:

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

- (A) Contracts for more than the simplified acquisition threshold, 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 WISD expends federal funds, WISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when WISD expends federal funds, WISD 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. WISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if WISD believes, in its sole discretion that it is in the best interest of WISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by WISD as of the termination date if the contract is terminated for convenience of WISD. Any award under this procurement process is not exclusive and WISD reserves the right to purchase goods and services from other vendors when it is in WISD's best interest.

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

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

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

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

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision



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

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

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

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- (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 WISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by WISD resulting from this procurement process.

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

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

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

*Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor*

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

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

*Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor*

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

- (J) §200.323 Contract cost and price. (a) The Non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The Non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the nonfederal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

- (K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

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

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

- (L) §200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the nonfederal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, WISD has a preference for goods, products, or materials produced in the United States when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

(M) PROCUREMENT OF RECOVERED MATERIALS

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

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

Does vendor agree? YES                      Initials of Authorized Representative of Vendor

(N) RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by WISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

## (O) CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

## (P) CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of WISD not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

## (Q) CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

WISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

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

Vendor agrees that the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the passthrough entity, Winnsboro Independent School District, or any of their authorized representatives must have the right of access to any documents, papers, or other records of Vendor which are directly pertinent to Vendor's discharge of its obligations under the Contract in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion related to such documents.

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

## (S) CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Does Vendor agree? YES                      Initials of Authorized Representative of Vendor

## (T) Health and Safety Certifications, Licensing, or Regulations

Health & Safety Code Title 6; Section 438.001 – 438,155

Requires all contractors to meet the applicable local, state, and federal health and safety certifications, licensing, or regulations including, but not limited to facility use, food establishment, and authorized providers.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(U) Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms (Historically Underutilized Business or HUB) 2 CFR 200.321

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor’s Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

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

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

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**FELONY CONVICTION NOTIFICATION**

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

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

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

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

**Authorized Company Official's Name:** \_\_\_\_\_

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of felon(s) and description of the conduct resulting in the conviction of a felony:

\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

**CERTIFICATION OF NO-BOYCOTT OF ISRAEL FORM**

This certification applies only to a contract that:

- (1) is between a governmental entity and a company with ten (10) or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, (person name) \_\_\_\_\_, the undersigned  
 representative of (company or business name) \_\_\_\_\_  
 (hereafter referred to as "Company"), being an adult over the age of eighteen (18) years of age,  
 verify that the company named above, under the provisions of Subtitle F, Title 10, Government  
 Code Chapter 2271:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, except that the term does not include a sole proprietorship.

Company Name	Signature of Authorized Representative
Printed Name & Title of Company Representative	Date



**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS**

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I, the undersigned agent for the company named below, certify that the company is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the below-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the School District.

_____ <b>Company Name</b>	_____ <b>Signature of Authorized Representative</b>
_____ <b>Printed Name &amp; Title of Company Representative</b>	_____ <b>Date</b>

**IRAN CONTRACTING ACT  
 CERTIFICATION OF ELIGILITY TO PROPOSAL FOR CONTRACTS OF \$1 MILLION OR  
 MORE  
 (Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in (city, state)</i>

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

## USDA INFORMATION

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.

### **Para todos los demás programas de asistencia de nutrición del FNS, agencias estatales o locales y sus subreceptores, deben publicar la siguiente Declaración de No Discriminación:**

De acuerdo con la ley federal de derechos civiles y las normas y políticas de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta entidad está prohibida de discriminar por motivos de raza, color, origen nacional, sexo (incluyendo identidad de género y orientación sexual), discapacidad, edad, o represalia o retorsión por actividades previas de derechos civiles.

La información sobre el programa puede estar disponible en otros idiomas que no sean el inglés. Las personas con discapacidades que requieren medios alternos de comunicación para obtener la información del programa (por ejemplo, Braille, letra grande, cinta de audio, lenguaje de señas americano (ASL), etc.) deben comunicarse con la agencia local o estatal responsable de administrar el programa o con el Centro TARGET del USDA al (202) 720-2600 (voz y TTY) o comuníquese con el USDA a través del Servicio Federal de Retransmisión al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe llenar un formulario AD-3027, formulario de queja por discriminación en el programa del USDA, el cual puede obtenerse en línea en: <https://www.fns.usda.gov/sites/default/files/resource-files/usda-program-discrimination-complaint-form-spanish.pdf>, de cualquier oficina de USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida a USDA. La carta debe contener el nombre del demandante, la dirección, el número de teléfono y una descripción escrita de la acción discriminatoria alegada con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR) sobre la naturaleza y fecha de una presunta violación de derechos civiles. El formulario AD-3027 completado o la carta debe presentarse a USDA por:

(1) correo:

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 o (202) 690-7442; o

(3) correo electrónico:

[program.intake@usda.gov](mailto:program.intake@usda.gov)

Esta entidad es un proveedor que brinda igualdad de oportunidades.