

More information and the full RFP may be found at: <https://www.saladoisd.org/Page/558>



Issue Date: June 24, 2024

REQUEST FOR PROPOSALS (RFP)

RFP # 24-1 CHILD NUTRITION

Cafeteria Tables – Multiple Campuses

*Salado Independent School District will be accepting PROPOSALS for Cafeteria Tables– Multiple Campuses. Proposal packets may be submitted up to but no later than **July 15th, 2024 @ 2:00 PM** for consideration. Submission should include one original with all necessary backup requested.*

Submission Location: Salado Independent School District
Administration Bldg., Business and Finance Dept.
Attn: Ted Smith
601 N. Main St.
Salado, Texas 76571

→ **Telephone, electronic or fax proposals are not considered legal documents; the ORIGINAL signed proposal must be submitted to Business & Finance for consideration with any backup supporting documents to assist with final decision processes.**

Salado ISD reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Contractor, prior to submitting the Proposal, to contact the Business & Finance Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

SCOPE OF WORK

- Under the guidelines of the Texas School Law, any item(s) or services purchased with regards to a total aggregate in any given category over \$50,000 will be competitively bid. Salado ISD is seeking Request for Proposal for our RFP #24-01 Cafeteria Tables – MULTIPLE CAMPUSES. Salado ISD reserves the right to award one or more contracts, in part or in whole, to single or to multiple prospective vendors. The decisions to award multiple contracts, award only one contract, or to make no awards rests solely with Salado ISD.
- Providing Salado ISD has the funds available, both parties agree to the service and renewal conditions, and no increases are incurred except for the growth of the district. The district reserves the right to reject any or all proposals and to accept any proposal, which appears in its best interest.
- In addition, all contracted service providers shall be required to comply with Texas Education Code Section 22.083, Access to Criminal History Records of Employees by Local and Regional Education. This requires that all contractors who come in contact with students shall be fingerprinted and the person’s national criminal history record information researched to determine the individual’s criminal history. The cost for such background check and fingerprinting shall be the responsibility of the contractor. Additional information in regards to the process of the Fast Pass can be found on the Salado ISD website under Contractor/Consultant Proposal.

PROPOSAL PROCEDURES

• **Proposal Location**

- This Proposal has been extended through our Salado ISD website. The proposal is located at www.Saladoisd.org . Go to Departments and click BUSINESS & FINANCE, Vendors – RFPs, RFQs and Bids and Approved Vendors and finally, find RFP 24-01 Child Nutrition – Cafeteria Tables – Multiple Campuses. All purchases will be made under the guidelines of the District’s Standardized Terms and Conditions. The Standardized Terms and Conditions detail the proposal award process, purchase order processing, invoicing, and payment procedures of the District. We encourage you read and print this documentation as it will be utilized as guidance for all purchasing policies and procedures upon award of any term contract.

• **RFP Timeline**

BID ACTIVITIES	DUE DATE
Issue RFP	June 24 th , 2024
Advertise RFP	July 4, 2024 and July 11, 2024
RFP Closing Date	July 15, 2024 @ 2:00 PM
Anticipated Award	July 29, 2024
Execution of Master Contract	5 business days

• **Title and Risk of Loss**

- Whenever Salado ISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the latter of Salado ISD’s acceptance of the item or payment of the applicable invoice.

• **Bid Tabulations**

- Once the contract has been awarded, bid tabulations will be posted on the Salado ISD Business & Finance website.

INSTRUCTIONS TO VENDORS

- **Qualification**
 - To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in the RFP. Vendors must follow the format instructions details below in preparing and submitting their proposals.
- **Contact Information, Questions and Clarification**
 - Questions regarding the requirements specified in this solicitation must be submitted in email form. Salado ISD will not answer verbal questions.
 - Questions regarding equipment specifications, proposal terms and conditions: email Ted Smith, Ted.Smith@Saladoisd.org

EVALUATION AND AWARD

- **Quantities**
 - Salado ISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. The estimate should not be construed to be a guarantee of either minimum or maximum since purchases are dependent up on actual need and available funding. Salado ISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.
- **Alternate Bids**
 - Whenever an article or material is defined by Salado ISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or band name, the term “or equal” if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency (as applicable). Alternate bids must include a backup specification sheet. Salado ISD will determine if the alternate meets or exceeds the model specified.
- **RFP Award**
 - Salado ISD can consider items individually and make awards on each item independently or award the entire bid to one vendor. In cases where related items for which “compatibility” will be an element of consideration, small groups of items will be considered as a unit.
- **Execution of Master Contract**
 - Upon notification of award, a Master Contract provided by Salado ISD must be signed and returned within five (5) business days.

CONTRACT TERMS AND CONDITIONS

- **Prices**
 - All prices in Vendor's response shall be firm for the Term of the Agreement. Salado ISD will only consider changes in terms and conditions or price increases (1) at the time of renewal (not during the term of the contract); and (2) upon a determination that such changes are necessary due to market conditions and in the best interest of the District. Any such changes must be submitted to Salado ISD with documentation supporting the reason for the changes.
- **Renewal**
 - This RFP is for this specific project and will not be renewed.
- **Non-Appropriation Clause**
 - Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on Salado ISD by this Agreement, Salado ISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of Salado ISD if it is determined by Salado ISD, in Salado ISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of Salado ISD's current revenue only.
- **Records Retention**
 - Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to Salado ISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by Salado ISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by Salado ISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.
 - When federal funds are expended by Salado ISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed
- **Substitutes**
 - Unless otherwise agreed to in advance by Salado ISD, the Vendor will not deliver substitutes without prior authorization from Salado ISD.
- **Termination of Contract**
 - Salado ISD reserves the right to terminate the Contract in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, Master Contract, and/or a Purchase Order; or (2) otherwise perform in accordance with the Master Contract and/or RFP.
 - In the event the successful proposers shall fail to perform, dep or observe any of the terms and conditions, Salado ISD shall give the successful proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Salado ISD with two (2) working days or receipt of such notice by the successful proposers, default will be declared and all the successful bidder's rights shall terminate.
- **Bid Protest Procedure**

- See Salado ISD Local Policy: Section G – Community and Governmental Relations – Section GF – Public Complaints.
- **Equal Opportunity**
 - 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:
 - MAIL:**

U. S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, DC 20250-9410
 - FAX:**

(833) 256-1665 or (202) 690-7442
 - EMAIL:**

Program.Intake@usda.gov
 - This institution is an equal opportunity employer.

PRICING AND DELIVERY INFORMATION

- **Locations**
 - Deliveries must be made Monday-Friday between 8:00 A.M. and 4:00 P.M. excluding school holidays per Salado ISD’s current school calendar.
 - Thomas Arnold Elementary, 575 Salado School Road, Salado, Texas 76571
- **Inspection and Acceptance**
 - If defective or incorrect products are delivered, Salado ISD may make the determination to return the products to the vendor at no cost to Salado ISD. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.
- **Shipping & Installation Pricing**

- Pricing should be based on a single item purchased and delivered. Each item must include shipping costs independent of other items. All pricing should include installation for each school location.
- **Down Payments**
 - Salado ISD cannot pay any down payments. Full payment will be processed when the item has been received by Salado ISD.
- **Evaluation Criteria**
 - A committee selected by Salado ISD will review and evaluate all responses and make a recommendation to the Salado ISD Board of Trustees. Salado ISD will base a recommendation for contract award on the following factors, in accordance with the Texas Department of Agriculture Administrative Reference Manual (ARM)
 - Proposals will be evaluated at the sole and absolute discretion of Salado ISD and its designees. Salado ISD shall consider the following criteria:
 - Price (including warranty terms and conditions) – up to 75 points
 - Reputation of the vendor and of the vendors goods/services based on references provided – up to 5 points
 - Extent to which the goods and/or services meet Salado ISD CN dept. needs including bidding the items specified by the bid – up to 20 points
- **Dispute Resolution**
 - PROTESTS: RFP protests shall be first addressed with Salado ISD Child Nutrition department in writing via certified registered mail to 2704 East Mulberry, Salado, Texas, 77515, within 10 days of the award. Child Nutrition Department will consult with the Business & Finance Office and a resolution will be proposed. If the protest cannot be resolved between the parties, the issue shall be submitted to the Salado ISD Board of Trustees (“Board”) for final resolution at the next scheduled meeting of the Board. Issues taken to the Board must be submitted in to be added to the next possible Agenda. Protesting parties must be in attendance at the Board meeting for the issue to be considered. Non-attendance will constitute a ruling in favor of the original decision made by Salado ISD. All decisions made by the Board are final. Any vendor who submitted a proposal is agreeing to these terms of Protest Resolution. All protests will be reported to TDA.

AGREEMENT PACKET CHECKLIST:

Document Name	Party Responsible for Completing
1. <input type="checkbox"/> Acknowledgement Receipt	Contractor – Complete & Return Required
2. <input type="checkbox"/> New Vendor Packet (If not currently a vendor)	Contractor – Complete & Return Required *If HUB vendor, copy of HUB Certification
3. <input type="checkbox"/> References	Contractor – Complete & Return Required
4. <input type="checkbox"/> State of Texas Bid Requirement Page	Contractor – Complete & Return Required
4a. <input type="checkbox"/> Certification of Liability Insurance	Any services provided on SISD property must include a copy of their Certificate of Liability Insurance with Proposal Packet
5. <input type="checkbox"/> Consultant/Contractors Certification Form	Contractor- Complete & Return Required * If not providing a service mark “B” on the first page, complete and sign lower portion on second page as acknowledgement
6. <input type="checkbox"/> Certification Regarding Debarment Form	Contractor – Complete & Return Required
7. <input type="checkbox"/> Form W-9	Contractor – Complete & Return Required
8. <input type="checkbox"/> Preferred Method of Payment & ACH Authorization	Contractor – Complete & Return Required
9. <input type="checkbox"/> Hold Harmless Agreement	Contractor- Complete & Return Required * If not providing service indicate N/A
10. <input type="checkbox"/> HB 1295 Form	Contractor – Complete & Return Required *See additional instructions for clarity
11. <input type="checkbox"/> Release of Information	Contractor – Complete & Return Required
12. <input type="checkbox"/> Federal Purchasing & Other Requirement Forms	Contractor – Complete & Return Required
13. <input type="checkbox"/> ARMS/EDGAR Forms	Contractor – Complete & Return Required
14. <input type="checkbox"/> USDA Lobbying Certification Form	Contractor – Complete & Return Required
15. <input type="checkbox"/> Disclosure of Lobbying	Contractor – Complete & Return Required
16. <input type="checkbox"/> Conflict of Interest Questionnaire (Form CIQ)	Contractor – Complete & Return Required
17. <input type="checkbox"/> Proposal and Questionnaire	Contractor – Complete & Return Required

Incomplete documents may result in bid disqualification.

If you have any questions, please contact Ted Smith, Chief Operations Officer at 254-947-6962.

**ACKNOWLEDGE RECEIPT OF
SALADO ISD
RFP # 24-01 CN – Cafeteria Tables – Multiple Campuses**

Your RFP response may be submitted up to but no later than the 2:00 P.M., MONDAY, July 15th, 2024, for consideration. Submission should include one original with all necessary backup requested.

The undersigned agrees to fully comply in strict accordance with the specifications and provisions attached thereto for the amounts shown, for one (1) year beginning the date the RFP is awarded by the board, with the option to renew for an additional two (2) year term if all parties are in agreement. The undersigned also agrees to furnish all goods/services in accordance with the District Standardized Terms and Conditions attached hereto and included on this RFP documentation.

Vendor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

RFP Submission Date: _____

VENDORS MUST RESPOND to the following questions in order for their proposal to be considered.

The State of Texas does not employ a resident preference; however, it does employ a reciprocity rule. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas. The vendor, operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a non-profit organization, () a joint venture, or () a corporation, registered for business in _____ (Country).

IS THE PRINCIPAL PLACE OF BUSINESS FOR "WHOM YOU REPRESENT" OR THE "PARENT COMPANY" OF "WHOM YOU REPRESENT" A RESIDENT OF TEXAS?

_____ YES _____ NO

Address of principal place of business or parent company whom you represent (if different from above address information provided):

SALADO ISD – NEW VENDOR INFORMATION:

VENDOR INFORMATION

GENERAL INFORMATION: Provide the following information regarding the vendor.

Company Name: _____
DBA (if applicable): _____
Physical address: _____
City: _____ State: _____ Zip _____
Main Telephone No.: _____ Fax No.: _____
Website: _____

ACCOUNT REPRESENTATIVE: List the account representative information that will service the District's account.

Name and Title: _____
Address (if different): _____
City: _____ State: _____ Zip _____
Telephone No.: _____ Fax No.: _____
Email Address: _____

REMITTANCE INFORMATION: Provide the following information regarding the remittance address and representative for any issues with payments.

Name and Title: _____
Address (if different): _____
City: _____ State: _____ Zip _____
Telephone No.: _____ Fax No.: _____
Email Address: _____

PURCHASE ORDER INFORMATION: Please specify the correct information that should be used for all purchase orders submitted by the District. *ALL PURCHASES MUST BE MADE WITH AN APPROVED DISTRICT PURCHASE ORDER OR DISTRICT CHECK.* AISD will not be responsible for orders without one of the approved methods of payment listed.

Legal Business Name: _____
Address: _____
City: _____ State: _____ Zip _____
Telephone No.: _____ Fax No.: _____
Email address: _____

Preferred Method for receiving Purchase Orders: check one.

Email: _____ Fax: _____

Reference Page:

All vendors will submit a list of three (3) references with at least two (2) being education-related projects that would be representative of your firm's work related to this project. References will include contact name and telephone number. **Proposals submitted without three references may be disqualified from consideration.**

Total Number of school district clients in the past three years: _____

A. _____
District

Contact Name Phone Number

E-Mail Address

Project Description/ Services Provided

B. _____
District

Contact Name Phone Number

E-Mail Address

Project Description/Services Provided

C. _____
Company / District

Contact Name Phone Number

E-Mail Address

Project Description/ Services Provided

Pursuant of 2 CFR §200.321 Are you a HUB Vendor, YES _____ NO _____. If yes, submit Certificate with this proposal packet.

State of Texas Bid Requirement Page

(Must sign acknowledgement below and identify exceptions)

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Bidder certifies that the company complies with Executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

VENDOR NON-COLLUSION BIDDING – form is attached

By submission of this bid or proposal, the Bidder certifies that:

- a) This proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor.
- c) No attempt has been or will be made to induce my other person, partnership or corporation to submit or not to submit a bid or proposal.
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the Statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Complete form and return with proposal.

CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) – form is attached

Vendors are required to report business relationships at the time they begin contract negotiations or are solicited for bids or proposals. A vendor must disclose any business relationship with a district officer that might cause a conflict of interest. Vendors have 7 business days to file the Ethics commission's Conflict of Interest (CIQ) or face the possibility of a Class C Misdemeanor.

- Vendor has no known Conflict of Interests with the District
- Vendor has a known Conflict of Interest and will be attaching a copy of the CIQ

FELONY CONVICTION NOTIFICATION – form is attached

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History of Contractor states:

- a) 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.
- b) 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.
- c) This section does not apply to a publicly-held corporation.

Complete form and return with proposal

INSURANCE REQUIREMENTS – REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY

The vendor shall carry Statutory Workmen's Compensation Insurance, Comprehensive General Liability Insurance covering premises operation and Contractor's Liability in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 each accident property damage and Automobile Liability covering all owned, non-owned, and hired vehicles in the amount of \$100,000/\$300,000 bodily injury and \$100,000 each accident property damage. Certificates of Insurance shall be delivered to the Business & Finance Department before work is commenced.

Upon award of bid, the vendor shall supply purchasing proof of insurance, in the manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and station how a person may verify coverage and report lack of coverage.

The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications

Signature

Date

Printed Name

Title

Phone No.

Consultant/Contractors Certification Form

Introduction:

Texas Education Code Chapter 22 and Senate Bill 9 require service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Contractors must comply with Texas Education Code, Section 22.0834, regarding the Criminal History Record Information Review of Certain Contract Employees. Before work on this contract begins, Contractors shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have direct contact with students. The contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by the Texas law, from District property or the location where students are present. Please visit a Guide for School Contractors Section for additional information regarding Senate Bill 9.

Definitions:

Covered employees: All employees of a contractor who have or will have work duties that have been or will be performed on District property DURING THE TIME STUDENTS ARE SCHEDULED TO BE ON THE PROPERTY related to the service to be performed at the District and WILL HAVE ACCESS TO THE FACILITIES IN WHICH STUDENTS ARE IN OCCUPANCY. The District will be the final arbiter of what constitutes direct contact with students.

On behalf of _____ (Individual Consultant or Contractor's Name of Company), **I certify that the [check one]:**

A.) Individual Contractor or Contractor's employees are covered employees and have been processed through the FACT Clearinghouse as **HAVING CONTACT with students.**

AND The following will be considered as proof of processing and will be used to assist in the FACT Clearinghouse inquiry:

A copy of the FAST PASS receipt if available. – FAST PASS TCN # _____
(Receipt only validates fingerprinting process was completed)

Individual has been fingerprinted and FAST PASS was processed at a school district.
Teaching Certificate # _____ School District _____

Contractor has setup a FACT Clearinghouse Record for employees.
ORI # _____ and Contractor ID # _____

AND ***MANDATORY DATA FOR INQUIRY:**

*Date of Birth _____

*Driver's License # _____ or * State ID _____

*TxDPS SID # _____ (FACT Clearinghouse State assigned ID number)

-Or-

B.) Individual Consultant or Contractor's employees are not covered employees as defined above and **DO NOT HAVE CONTACT with students.**

If A is selected, I further certify that:

- (1) Consultant/Contractor has obtained all required criminal history record information through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees have a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from the contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination, and may be a violation of State Law as described in Senate Bill 9 and/or TEC 22.

By submission of this form, I am indicating that I am complying with Senate Bill 9 and Texas Education Code Section 22.0834 Criminal History Record Information Review of Certain Contract Employees.

Date: _____

Company Name (If Contractor / Company): _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Phone: _____ **Fax:** _____

E-mail Address: _____

Authorized Signature: _____

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1.) By signing and submitting this form, the prospective lower tier participant (*vendor submitting proposal*) is providing the certification set out below in accordance with these instructions. 2.) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (*vendor submitting proposal*) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3.) The prospective lower tier participant (*vendor submitting proposal*) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (*vendor submitting proposal*) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4.) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. <https://www.federalregister.gov/articles/2010/07/19/2010-17429/nonprocurement-debarment-and-suspension> 5.) The prospective lower tier participant (*vendor submitting proposal*) agrees by submitting this form that, should the proposed covered transaction (*contract*) be entered into, it shall not knowingly enter into any lower tier covered transaction (*contract*) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction (*contract*), unless authorized by the department or agency with which this transaction originated. 6.) The prospective lower tier participant (*vendor submitting proposal*) further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions (*contract*) and in all solicitations for lower tier covered transactions (*contract*). 7.) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (*contract*) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List. 8.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9.) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction (*contract*) with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ABOVE)

- (1) The prospective lower tier participant (vendor submitting proposal) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**
(2) Where the prospective lower tier participant (vendor submitting proposal) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications

Name and Title of Authorized Representative	Organization Name
Signature of Authorized Representative	Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**SALADO ISD
Preferred Method of Payment**

To Whom It May Concern:

Salado ISD is in the process of converting as many invoice payments to electronic payment as possible and would ultimately like all vendor payments to be through electronic payment. However, you always have an option as to how you wish to receive your payments. To that end, please indicate your preferred method of payment:

Check – please continue to mail a check to our updated vendor address

ACH – please complete the attached form and return to Salado ISD

ACH Vendor Direct Deposit Form

Salado ISD is now offering payment by ACH direct deposit to all Accounts Payable vendors. Payments by ACH are deposited directly into your bank account. A notification of the upcoming deposit is sent by email, with the same memo information that would appear on a check stub. If you would like to receive your payments by Electronic Funds Transfer through ACH, please complete and sign this form and return to the Accounts Payable department by email at businessoffice@Saladoisd.org or by mail to Salado ISD, ATTN: Accounts Payable, 601 N. Main St., Salado, TX 76571. *Please attach a voided check to this form for authorization.*

VENDOR INFORMATION:

Vendor name: _____

Remittance address: _____

Remittance City/State/Zip: _____

Contact name: _____

Phone #: _____

E-mail for ACH notification: _____

BANKING INFORMATION:

Vendor's Bank Name: _____

Bank Address: _____

Bank's City/State/Zip: _____

Bank's Contact Name: _____

Bank's Phone #: _____

ABA Routing #: _____

Account #: _____

Personal or Business Acct: _____

Checking or Savings Acct: _____

I authorize Salado ISD to credit my account with the depository named above. If the district should erroneously deposit funds into my account, upon notification by the district, I authorize the necessary debit entry to correct the error, not to exceed the amount deposited in error.

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

Signature

Date

Printed Name

Title

Phone No.

Initial _____

Hold Harmless Agreement

The Proposer shall defend, indemnify, and hold harmless, Salado ISD and all its trustees, officers, agents, and employees, from and against all suits, actions, or claims of any character brought forth or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance under this contract as designated as RFP 24-01 Child Nutrition – Cafeteria Equipment – Multiple Campuses.

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

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

DATED THIS _____ DAY OF _____, 20____.

Contractor:

Company Name

Name of Representative (Print)

Signature of Representative

House Bill 1295

As of January 1, 2016, a new state policy was implemented that affects all proposals which are awarded by our Board of Trustees. HB1295 basically states the following...

House Bill 1295 amended the Texas Government Code by adding Section 2252.908, the Disclosure of Interested Parties. Under this Section 2252.908, (Salado ISD) is prohibited from entering into a contract resulting from an RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after **January 1, 2018**. The changes exempt certain businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

Detailed Instructions for Compliance with HB1295

VENDOR’S Responsibility for Compliance:

- 1) Go to the Ethics Commission Website using the following link to register and complete FORM 1295 - Certificate of Interest Parties Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
Proposers must complete the filing application Form 1295 *electronically* with the Texas Ethics Commission using their online filing application.

As a “business entity,” all vendors must electronically complete, print, sign and submit Form 1295 with their proposals or contracts even if there are no conflicting interested parties within the district unless:

Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018:

- (1) a sponsored research contract of an institution of higher education;
 - (2) an interagency contract of a state agency or an institution of higher education;
 - (3) a contract related to health and human services if:
 - (a) the value of the contract cannot be determined at the time the contract is executed; and
 - (b) any qualified vendor is eligible for the contract;
 - (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
 - (5) a contract with an electric utility, as that term is defined by [Section 31.002, Utilities Code](#);* or
 - (6) a contract with a gas utility, as that term is defined by [Section 121.001, Utilities Code](#).*
- 2) Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number
 - 3) Fill out the bottom (number 6 on the form) titled “Unsworn Declaration” and sign at the bottom. This Form 1295 must be signed by an authorized agent of the business entity.
 - 4) Send a copy of the form via email to Toni Dozier, tdozier@Saladoisd.net or by fax to our Business & Finance Department at 979-864-8072.

ADDITIONAL NOTATION: The Form 1295 must be completed for every contract entered into with Salado ISD that will be awarded by the board.

Salado ISD Responsibility for Compliance:

- 1) Once received, Salado ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 **no later than the 30th day after the date the contract is approved at our board meeting.**
- 2) After Salado ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days.
- 3) The completed Form 1295 with the certification of filing will be filed with your completed proposal or contract that was provided to the district for board award.
- 4) Upon award of the proposal, and review of all required signed documents, Business & Finance will process vendor numbers to staff for issuance of purchase order.

ADDITIONAL NOTATION: Failure to comply with HB 1295 will result in your vendor packet being suspended from processing and no business can be conducted with your company until compliance has been provided by your company to Salado ISD.

Additional Information to Help Clarify HB1295:

- Should you have questions, concerns or require additional information, please contact the Texas Ethics Commission at 512-463-5800; their office hours are from 8:00 am to 5:00 pm Monday through Friday.
- For questions submitting Form 1295 to Salado ISD:
 - Contact Toni Dozier at 979-864-8042, or by email at tdozier@Saladoisd.net
 - You may fax your signed copy to 979-864-8072

*Salado ISD is not required at this time to keep the original documentation; therefore, it can be scanned electronically and received by email or by fax to the Business & Finance Department or submitted with proposal documentation.

*HB1295 affects all Government Entities (including public school districts) entering into contracts whereby their Board of Trustees awards the contracts. Therefore, should you enter into any other contracts with other school districts, universities, colleges, or government municipalities be prepared to complete this form for their contracts as well.

Definitions Utilized for Completing Form 1295 include:

“Interested Party” means a person:

- Who has a **controlling interest** in a business entity with whom AISD contracts; or
- Who actively participates in **facilitating the contract or negotiating the terms of the contract** with Salado ISD, including a broker, intermediary, adviser, or attorney for the business entity

“Business Entity” means an entity:

- Who is recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.
 - This includes Non-Profit and For-Profit Organizations as a Business Entity

“Intermediary” for purposes of this rule, means a person:

- Who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - Receives compensation from the business entity for the person’s participation
 - Communicates directly with Salado ISD on behalf of the business entity regarding the contract
 - AND is not an employee of the business entity

“Controlling Interest” means a person:

- Whereby has ownership interest or participating interest in the business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent
- Is a member on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members
- Who serves as an officer of a business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers

SALADO ISD
RELEASE OF INFORMATION

At various times throughout the year, we will receive formal requests to provide your information to third parties. The requested files include records we received from you or from your company which may include, all purchase orders, quotes, check info, vendor info, contact info, line item descriptions quantities and pricing. Generally, the Public Information Act (the "Act") requires the release of requested information, but there are exceptions.

- | | | |
|--------------------------|---|--|
| <input type="checkbox"/> | I authorize release of my information to third party requestors. | |
| <input type="checkbox"/> | I do not authorize release of my information to third party requestors. | |

***Please note – if you marked that you “do not wish” to have information released when an open record request has the information is requested, you will receive a notice from Salado ISD, so that you may send your rebuttal to the Office of the Attorney General.

This notice will be placed in our record with your proposal and will remain in effect thru the term of your proposal contract.

Texas Government Code Sec. 552.372 Bids and Contracts states:

(a) A contract described by Section [552.371 \(Certain Entities Required to Provide Contracting Information to Governmental Body in Connection With Request\)](#) must require a contracting entity to:

- (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;**
- (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and**
- (3) on completion of the contract, either:**
 - (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or
 - (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section [552.374 \(Termination of Contract for Noncompliance\)](#)(c) applies, a bid for a contract described by Section [552.371 \(Certain Entities Required to Provide Contracting Information to Governmental Body in Connection With Request\)](#) and the contract must include the following statement: "The requirements of Subchapter J, Chapter [552 \(Public Information\)](#), Government Code, may apply to this (include “bid” or “contract” as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section [552.371 \(Certain Entities Required to Provide Contracting Information to Governmental Body in Connection With Request\)](#) or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

The requirement of Subchapter J, Chapter 552, Government Code, may apply to this and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

FEDERAL COMPLIANCE GUIDELINES FOR THE USE OF FEDERAL FUNDS

Salado ISD has elected to solicit pricing from Qualifying Vendors, Awarded Proposals Vendors and/or Cooperative Vendors as set forth under the requirements of the Code of Federal Regulations (CFR) Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. (2 CFR§200).

Following these federal requirements will allow for federal funds, entrusted to Salado ISD, to be used to make purchases through the anticipated contract(s). The CFR is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. The CFR may change during the term of the contract and the supplier may be required to make adjustments as necessary.

It is necessary for the supplier to certify and agree that they, as a company, understand and comply with all applicable areas identified below and included with this attachment. Some of the areas may not be applicable to this solicitation and it is the supplier's sole responsibility to identify which areas are appropriate for the solicitation. Failure to affirm and agree to these requirements may, at Salado ISD's discretion, disqualify the associated response to this solicitation or limit the use of the awarded contract based on the funding source.

Salado ISD reserves the right, at any time within the contract term, to require an awarded supplier to reaffirm, sign and resubmit proper documentation stating their company is not debarred, or if any other circumstances change related to the original response.

The following terms are applicable to all solicitations:

I. General. Included for all solicitations regardless of type of specialty.

1.1 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 Excluded Parties List System in the System of Award Management (SAM), in accordance with the OBM 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" The Excluded Parties Listed System in SAM (sam.gov) 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. Prior to award, Salado ISD will verify that the supplier is not currently listed as debarred by the Federal government. If the supplier is found to be on the Federal debarment list, Salado ISD, at its sole option, may elect to not award to the supplier. If awarded, and during the contract term, the supplier becomes debarred, the supplier must notify Salado ISD within five (5) Salado ISD business days of the debarment. Salado ISD, at its sole judgement, may elect to cancel the associated contract or limit the contract to non-federal funds. Such judgement will be done in writing within twenty (20) Salado ISD business days. During this assessment period, no contract orders can be placed by Salado ISD using federal funds.

1.2 Conflict of Interest. 2 CFR 200.318(c)(1) states that Salado ISD must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contract. No employee, officer, or agent may participate in the selection, award, and administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the contract awarded to a specific supplier. The officers, employees, and agents of Salado ISD may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, Salado ISD may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of

Salado ISD. It is the responsibility for the supplier to identify and make Salado ISD aware of any potential conflicts of interest that exist between their company and Salado ISD. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be cancelled based on cause.

1.3 HUB Certification. Pursuant of 2 CFR 200.321. Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) entities are encouraged to **attach a copy of the HUB Certification** when responding to this proposal invitation. This information will be included in the vendor profiles and may be used for consideration of purchase(s).

1.4 Termination for Cause. All federal contracts, in excess of \$10,000, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. As per Salado ISD terms and conditions outlined within proposals, and/or purchase order, Salado ISD does not have a threshold, all contracts for any amount may be terminated for cause.

2. Small Purchases (2 CFR 200.320). Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the *Simplified Acquisition Threshold (SAT)*.

2.1 If small purchase procedures are used, price and rate quotations must be obtained from an adequate number of qualified sources. Specifically for multiple award catalog-based or non-identifiable pricing based on a percentage off catalog, Salado ISD may be required to submit a request for quotation from the contracted vendors for the purpose of meeting the competitive bidding requirements of this section.

3. Large Purchases. For individual purchases that exceed the *Simplified Acquisition Threshold*.

3.1 Simplified Acquisition Threshold Contracts for more than the Simplified Acquisition Threshold (SA) currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C. 1980, 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. In any case, contracts in excess of the state's or state agency threshold must address the foregoing. Any purchase that meets or exceeds the SAT threshold will require additional cost/price analysis by Salado ISD. The supplier may be required to provide additional documentation to support this requirement based on the federal requirements at the time of the purchase.

3.2 Cost Analysis/Negotiation of Profit (2 CFR 200.323). For contracts over the SAT, Salado ISD must negotiate profit as a separate element of the price for each contract in which there is no price competition, including solicitations that received only one viable response. In all cases, a cost analysis is to be performed by Salado ISD. 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.

3.3 Supplier Violation or Breach of Contract Terms. For contract awards valued at or greater than the SAT, Salado ISD 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. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

4. CERTIFICATIONS REQUIRED UNDER FEDERAL CONTRACT PROVISIONS (2 CFR 200.326)

4.1 The following pages contain the required Contract Provisions that must be certified by the vendor of use with Federal Contracts. By initialing the following statements, you Certify your Company will hold true to these provisions for the duration of the proposal.

4.2 It is the responsibility for the supplier to identify and make Salado ISD aware of any potential changes that exist between their company and Salado ISD. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded.

REQUIRED FORM OF UNDERSTANDING – RETURN THIS COMPLETE PAGE WITH PROPOSAL

Does vendor certify? Yes _____

Initials of Authorized Representative _____

Company Name _____ Date _____

USDA CERTIFICATIONS

Addendum FOR CONTRACT FUNDED BY a U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Salado Independent School District (“Salado ISD”) expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and _____ (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:**

CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Salado ISD or any other school district, in obtaining a new job if the Vendor knows, or has probably 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. See Salado ISD Policy CJ (Legal) and (Local).

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

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

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

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

Does vendor certify? YES _____ Initials of Authorized Representative of Vendor

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

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

Does vendor certify? 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 SALADO ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor certify? 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 sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does vendor certify? YES Initials of Authorized Representative of Vendor

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

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

Does vendor certify? YES Initials of Authorized Representative of Vendor

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

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

Does vendor certify? 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 sub grants 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 SALADO ISD, Vendor certifies that during the term of an award for all contracts by SALADO ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor certify? 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 SALADO ISD, Vendor certifies that during the term of an award for all contracts by SALADO ISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor certify? 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 SALADO ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by SALADO ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a) 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.

- b) 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.
- c) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Does vendor certify? YES Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended by Salado ISD and their contractors, they 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 4 CFR part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level competition, where the purchase price of the items exceeds \$10,000, or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by SALADO ISD, as required by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §6962 (c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for the 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 certify? YES Initials of Authorized Representative of Vendor

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

Does vendor certify? YES Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does vendor certify? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does vendor certify? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

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

Does vendor certify? YES Initials of Authorized Representative of Vendor

USDA NONDISCRIMINATION STATEMENT

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

This institution is an equal opportunity provider.

Does vendor certify? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor certify? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid, the following affidavit:

I, the undersigned vendor do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor certify? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS LICENSING OR REGULATIONS

Vendor certifies under penalty of perjury that with its response to this procurement, that all required applicable local, state and federal health and safety certifications, licensing or regulations, which include, but are not limited, to facility use, food establishment and authorized providers are in good standing and current.

Does vendor certify? YES Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING TERRORIST ORGANIZATION & BOYCOTTING OF ISRAEL
GOVT. CODE 808 (HB 89) & GOVT. CODE 2252 (SB252)**

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

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor certify? YES Initials of Authorized Representative of Vendor

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

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

Does vendor certify? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does vendor certify? 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: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Date: _____

**U.S. Department of Agriculture Lobbying
Certification Regarding Lobbying Form**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000.00 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the award 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 influence or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of 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. (Form not included in this packet but can be accessed through Purchasing Federal Compliance Website and must be completed and submitted IF APPLICABLE).**
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000.00 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Vendor’s Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Date: _____

NON COLLUSION FORM

“The undersigned affirms that 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 Bidder, 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 opening of this proposal.”

(Please print or type)

Vendor’s Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

PERSON COMPLETING PROPOSAL:

Signature: _____

Printed Name: _____ Title: _____

Date: _____

AUTHORIZED REPRESENTATIVE:

Signature: _____

Printed Name: _____ Title: _____

Date: _____

THIS FORM MUST BE SIGNED. FAILURE TO SIGN THIS FORM WILL BE SUFFICIENT REASON FOR REJECTION OF PROPOSAL.

FELONY CONVICTION NOTIFICATION

The Texas Education Code, Section 44.034(a) states that 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 the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034(c) states that this section does not apply to a publicly held corporation.

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

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

Vendor's Name: _____

Authorized Company Official's Name: _____

Authorized Company Official's Title: _____

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or 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:

(2) 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

(3) 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.

Salado ISD Board Members and Administrators
Provided to vendors/contractors for purposes of Form CIQ

BOARD MEMBERS

Amy McLane	President
Chris Diem	Vice-President
Savannah Hennig	Board Secretary
Eric Malmin	Board Member
David Matthews	Board Member
Jim Reed	Board Member
Cooper Gill	Board Member

Administrators

Dr. Michael Novotny	Superintendent
Dr. Beth Aycock	Assistant Superintendent
Dr. Ted Smith	Chief Operations Officer
Brenda Hodges	Director of Child Nutrition
Paul Baird	Director of Athletics
Kelli Rhiddlehoover	Chief Financial Officer

FORM CIQ - Conflict of Interest Questionnaire instructions

BOX 1

Enter company name or name if an individual

BOX 3

Look at the last page of this packet which lists the Board Members and Administrators of Salado ISD. Do you or your company have a “Business relationship” as defined in Local Government Code § 176.001(1-a)? *see highlighted section on the third page of this packet.* If the answer to this question is NO, enter N/A on the line. If the answer to this question is YES, enter the name of the Officer listed on the last page of this packet.

BOX 4

If the response in Box 3 was N/A, check both of the No boxes. If you entered a name in Box 3, read this question and respond appropriately.

BOX 5

If the response in Box 3 was N/A, enter N/A in this blank as well. If you entered a name in Box 3, read this question and respond appropriately.

BOX 6

If the response in Box 3 was N/A, don't check this box. If you entered a name in Box 3, read this question and respond appropriately.

BOX 7

Sign and date the form.

Cafeteria Table SPECIFICATIONS

ITEM 1 – THOMAS ARNOLD ELEMENTARY SCHOOL – CONVERTIBLE BENCH STYLE TABLES – MIXTURE OF BRANDED LAMINATES AND SOLID COLOR LAMINATES

SUGGESTED BRAND OR EQUAL ALTERNATIVE (provide specifications of alternative)

Palmer Hamilton #34M21291508-DL

Convert Bnch/Tbl 29"H x 15"W x 8'L with Top Latch - Standard Laminate no logos 30 Tops: WA D307-60 Hollyberry, and 30 Tops: WA 5033-38 Handspun Pearl. Convert Bnch/Tbl 29"H x 15"W x 8'L with Cantilever 30x12 each - 60x12 total 8' entry height embedded w/ glide, mix of logos as proposed by vendor.

QTY	DESCRIPTION
1	Destination – USA
60	Palmer Hamilton #34M21291508-DL
60	Palmer Hamilton #34M21291508-DL
8	12 Foot Folding tables – Palmer Hamilton or Similar Quality