

Tulia Independent School District

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR INTERNET SERVICES RFP No. 2022-001

for

Tulia ISD – Internet Access Services

***Response Due – Monday, February 14, 2022
3:00 p.m. CT***

Leah Beth Moore
Tulia Independent School District
702 NW 8th St
Tulia, TX 79088

REQUEST FOR PROPOSAL, No. 2022-001

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I.
ADVERTISEMENT
INTERNET ACCESS

Tulia Independent School District (the "District") is requesting competitive sealed proposals for internet access services. Interested parties may download a proposal packet from the District's website here: <https://www.tuliaisd.net/page/erate>, and additional information may be obtained by contacting the District Network Operator, Kris Friel, at (806) 995-8503. Proposals may be submitted to Leah Beth Moore, Tulia ISD, 702 NW 8th St, Tulia, TX 79088 via US Mail so that they arrive by February 14, 2022, at 3:00 PM CT. Mailed proposals shall be identified by typing on the outside of a sealed opaque envelope: "E-Rate Bid." **Proposals received after February 14, 2022, at 3:00 PM CT will be returned unopened.**

The District reserves the right to reject, in its sole discretion, any or all proposals submitted in response to the RFP, or any part of any proposal and/or waive technicalities. **The District reserves the right to seek clarification and/or request additional information.** District will award a contract, if any, that serves the best interests of the District. District's waiver of any deviations in any proposal will not constitute a modification of this RFP and will not preclude District from asserting all rights against Vendor for failure to fully comply with all terms and conditions of this RFP. Should a proposal contain conflicting terms, the District reserves the right to enforce the term or terms in such proposals that it determines to be in the best interest of the District, and Vendor agrees to be bound by the terms it has proposed that are most favorable to the District. All proposals in response to this RFP become the property of the District and may be subject to release to any requestor under the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code, and Attorney General Opinions issued under that statute. If Vendor believes any portion of the Proposal is excepted from release, it should clearly mark such portion as "CONFIDENTIAL," and provide written legal authority as to why Vendor believes such information should not be released.

The District may re-issue another RFP for the services as described in this RFP or similar services at any time.

Per Section 44.043, of the Education Code, (b) notwithstanding any other provision of this chapter, a school district:

1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
2. Shall ensure that its Proposal specifications do not deny or diminish the right of a person to services because of the person's membership or other relationship status with respect to any organization.

WAIVER OF CLAIMS: BY TENDERING A RESPONSE TO THIS RFP, THE VENDOR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE

REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE DISTRICT FOR SELECTING A VENDOR. FURTHER, BY RESPONDING, THE VENDOR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST OWNER, OR ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE EVALUATION, REJECTION OR RECOMMENDATION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP.

II.
PROPOSAL INSTRUCTIONS

1.1 RECEIPT AND OPENING OF PROPOSALS

A. Tulia Independent School District ("District") invites Proposals for internet access services for the District.

B. SUBMISSION OF PROPOSALS: Proposals shall be submitted in a sealed opaque envelope to:

Tulia Independent School District
Attn: Leah Beth Moore, Chief Finance Officer
702 N.W. 8th St,
Tulia, Texas 79088

PROPOSALS SHALL BE SUBMITTED NO LATER THAN THE FOLLOWING TIME AND DATE:

February 14th, 2022 at 3:00 pm CT

ALL ENVELOPES CONTAINING PROPOSALS SHALL BE MARKED WITH "**E-Rate Bid**"

ALL PROPOSALS MUST BE RECEIVED BY DISTRICT BEFORE OPENING DATE AND TIME.

C. LATE PROPOSALS: District is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in District's office shall be the official time of receipt.

D. OPENING: Proposals will be opened and the company names will be read aloud. No further discussion will be held at the opening.

E. LOCATION OF PROPOSAL OPENING: Proposals will be publicly opened on the date and at the time indicated in 1.1.B. above. Opening will be at the following location:

Tulia Independent School District
702 N.W. 8th St,
Tulia, Texas 79088

- F. NO oral, electronic, telegraphic, telephonic, or facsimile transmitted proposal(s) will be considered.

1.2 METHOD OF PROPOSAL

- A. DOCUMENTS: Each Vendor must submit three (3) complete sets of proposal documents.
- B. ETHICS: The Vendor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the District.
- C. CONFLICT OF INTEREST: Public officials with a substantial interest in a business entity or in real property must file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and may be required to abstain from further participation in the matter in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

Local government officers may be required to file a conflicts disclosure statement with respect to a vendor in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 176.

Notice to Vendors: Conflict of Interest Questionnaire may be Required by Chapter 176 of the Texas Local Government Code

Effective September 5, 2019, any person or entity, as well as agents of such persons, who contracts or seeks to contract with Tulia Independent School District for the sale or purchase of property, goods, or services (hereafter referred to as Vendors) may be required to file a completed conflict of interest questionnaire in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 176. Each person or entity that contracts with the District is responsible for complying with all applicable disclosure requirements. Forms and instructions will be included in the RFP package.

- D. CERTIFICATE OF INTERESTED PARTIES: Effective September 1, 2019, Texas governmental entities must comply with the "Disclosure of Interested Parties" mandated by Texas Government Code Title 10, Subtitle F, Chapter 2252.908. Briefly stated, contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that have a value of at least \$1 million may require the on-line completion of Form 1295 "Certificate of Interested Parties," per Texas Government Code § 2252.908. Therefore,

Vendor may be required to create, electronically file, and present such Form 1295 to the District using the Texas Ethics Commission's online filing application at final execution of any contract with the District.

- E. **NO ISRAEL BOYCOTT VERIFICATION:** The 85th Texas Legislature enacted House Bill 89 (codified in chapter 2270 of the Texas Government Code). As of September 1, 2017, state law requires written verification by a for-profit company before it enters a contract with a local government (i.e., a school district) that verifies that the company does not boycott Israel and will not boycott Israel during the term of the contract. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Pursuant to Texas Government Code, Chapter 2271, as amended and re-designated from Chapter 2270), if Vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.
- F. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION.** In accordance with Texas Government Code, Chapter 2252, Subchapter F, Owner is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Contract, Vendor certifies to Owner that it is not a listed company under any of those Texas Government Code provisions. Vendor hereby voluntarily and knowingly acknowledges and agrees that any resulting Contract shall be null and void should facts arise leading the Owner to believe that the Vendor was a listed company at the time of this procurement.
- G. **INDEMNIFICATION: THE SELECTED VENDOR SHALL BE REQUIRED TO DEFEND, INDEMNIFY AND HOLD AND SAVE HARMLESS THE DISTRICT AND ALL ITS TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES FROM ALL COSTS, CLAIMS, SUITS, OR ACTIONS, OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR**

SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ARISING OUT OF THE AWARD OF THE CONTRACT OR ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SELECTED VENDOR, OR OF ANY AGENT, EMPLOYEE OR SUPPLIER OF THE SELECTED VENDOR IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM THIS RFP, AND THE SELECTED VENDOR SHALL PAY ANY JUDGMENT AND COSTS WHICH MAY BE OBTAINED AGAINST DISTRICT ARISING OUT OF SUCH CLAIM FOR INJURY OR DAMAGES.

- H. COMPLIANCE: The selected Vendor and proposal shall comply with all Federal, State, County, and local laws. The selected Vendor shall not hire nor provide the services of any illegal alien.
- I. **WAIVER OF CLAIMS: BY TENDERING A PROPOSAL TO THIS RFP, THE VENDOR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY DISTRICT FOR SELECTING A VENDOR. FURTHER, BY SUBMITTING A PROPOSAL AND IN EXCHANGE FOR BEING CONSIDERED, THE VENDOR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST DISTRICT OR ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, REJECTION, RECOMMENDATION OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL.**
- J. The District reserves the right to require all Vendors to submit statements as to previous experience in performing comparable work. The competency and responsibility of Vendor will be considered in making an award.
- K. Each Vendor agrees in submitting its proposal that no modifications, withdrawals, or cancellations may be made to the proposal once bids have been opened.
- L. The District reserves the right to issue Addenda at any time prior to the proposal opening. All such Addenda become, upon issuance, an inseparable part of the RFP.
- M. The District is qualified for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Applicable State Sales Taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

- N. Awards shall be made with reasonable promptness to the Vendor(s) whose proposal best conforms to the invitation and will be the most advantageous to the District based on criteria set forth herein at Section 1.7. Price is a single factor to be considered. **Award(s) may be made to Vendor(s) other than the Vendor that submits the lowest priced proposal.**

1.3 PREPARATION OF PROPOSAL

- A. Make proposal in name of principal and if co-partnership, give names of all parties.
- B. Give Vendor's complete address.
- C. If proposal is submitted by an agent, provide satisfactory evidence of agency authority.
- D. Fill in all prices in both words and figures.
- E. Submit proposal in sealed opaque envelope.
- F. Indicate on the outside of envelope the Vendor's name, address, and RFP identification for which proposal is submitted.
- G. If forwarded by mail, enclose sealed envelope containing proposal in another envelope addressed as indicated.
- H. Proposal(s) must be received prior to opening time. **ANY PROPOSAL RECEIVED AFTER THE DESIGNATED OPENING DATE AND TIME LISTED HEREIN SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.**

1.4 WITHDRAWAL OR REVISION OF PROPOSAL

- A. Proposal may be withdrawn or revised prior to scheduled time for opening, under the following terms:
 - 1. Vendor may, without prejudice to himself, withdraw proposal after it has been deposited, provided request for such withdrawal is received in writing before time set for opening.
 - 2. After opening, no proposal may be withdrawn.
 - 3. Any interlineation, alteration, or erasure made before opening time must be initialed and dated by the person who signed the proposal, guaranteeing authenticity.

4. Once a proposal has been opened, it may not be changed for the purpose of correcting an error to the price proposed.

1.5 NON-RESPONSIVE PROPOSAL

- A. Proposal(s) are considered NON-RESPONSIVE and may be rejected for any reason unless otherwise provided by law, including without limitation:
 1. If there are unauthorized additions, conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous.
 2. If Vendor adds any provisions reserving right to accept or reject any award, or to enter into a contract pursuant to an award.
- B. District reserves right to reject any or all proposals and to waive irregularities or informalities as may be deemed in District's best interest, and/or re-issue an RFP for the Project, as it may determine in its sole discretion.
- C. A proposal that is rejected will not be evaluated and will not be considered.

1.6 INTERPRETATIONS

- A. If Vendor is in doubt as to the true meaning or intent of the proposal documents, Vendor must submit a written request for interpretation, directed to:

Tulia Independent School District
Attn: Kris Friel
702 N.W. 8th St,
Tulia, Texas 79088
- B. Vendor submitting request is responsible for its prompt and actual delivery.
- C. Requests for interpretations must be received on or before three (3) business days prior to proposal due date.
- D. Only interpretations or clarifications answered by the District's Superintendent above will be binding.
- E. District is not responsible for any other explanation or interpretations, which anyone presumes to make.
- F. Any corrections, approvals, supplemental instructions, or changes to the proposal documents will be made by written Addenda.

- G. Addenda can be issued only by the District.
- H. Addenda will be mailed, hand delivered or emailed to each Vendor that has notified the District of its interest to provide the internet services.
- I. Vendors shall acknowledge receipt of all Addenda.
- J. Failure to receive such Addendum does not relieve Vendor from any obligation under his proposal as submitted.
- K. All formal written Addenda become a part of the proposal documents.

1.7 METHOD OF AWARD-SELECTION PROCESS

- A. Criteria matrix:

CRITERIA	WEIGHT %
Purchase Price	30
The total long-term cost to the District to acquire the goods or services	20
Previous Experience with the vendor	10
The reputation of the vendor and of the vendor's goods and services	5
The quality of the vendor's goods and services	5
The extent to which the goods or services meet the District's needs	5
The impact on the ability of the District to comply with laws relating to historically underutilized businesses	5
Service reliability and technical support	5
Proposed contract terms and conditions	5
Cost of ineligible recurring or one-time costs	10

The Board shall, based on the criteria provided herein, determine the Vendor that presents the best value to the District.

- B. Per Section 44.043(b), of the Education Code, notwithstanding any other provision of this chapter, a school district:
 - 1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
 - 2. Shall ensure that its bid specifications do not deny or diminish the right of a person to services because of the person's membership

or other relationship status with respect to any organization.

- C. Minimum Standards for Responsible Vendors: Vendors are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:
1. Have adequate financial resources;
 2. Be able to comply with the required or proposed schedules;
 3. Have a satisfactory record of performance;
 4. Have a satisfactory record of integrity and ethics; and
 5. Be otherwise qualified and eligible to receive an award.

The District may require other information sufficient to determine Vendor's ability to meet these minimum standards listed above.

- D. In addition to requirements of the proposal documents, District may require additional information to establish responsibility of Vendor.
- E. District may conduct such investigations as District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and ability of Vendor, suppliers and other persons and organizations to perform and furnish the services in accordance with the Proposal Documents to District's satisfaction within the prescribed time.
- F. If a Vendor is to be selected, it will be the best-qualified Vendor whose proposal, as determined by the District, indicates to be the best value and in the best interests of the District.
- G. Unbalanced Proposal - If the best Vendor's proposal is significantly unbalanced, either in excess of or below reasonable cost analysis values normally associated with the work, the proposal will be considered as non-responsive and will not be considered for award. The District reserves the right to evaluate and determine the next qualified proposal for consideration of award.
- H. Within 45 days of the date on which the proposals are opened, the District will evaluate and rank each proposal based on the criteria matrix.
- I. Once the District determines the offeror that provides the best value for the District, the District will attempt to negotiate a contract with the selected offeror. The District may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the District is unable to negotiate a satisfactory contract with the selected offeror, the District will end negotiations with that offeror, formally and in writing, and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

- J. As provided in this RFP, under state regulations and District policy, discussions may be conducted with responsible Vendors who submit proposals determined to be reasonably susceptible to being selected for award for the purpose of clarification to assure full understanding of any responsiveness to this RFP's requirements. Proposals shall be accorded fair treatment with respect to any opportunity for discussion, and such revisions may be permitted after submission and before award for the purpose of obtaining the best and final proposal. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.

1.8 CONFIDENTIAL DATA

Any data or information that is to be considered as confidential in nature must be clearly marked as such by Vendor and supported by written legal authority provided by the Vendor. The District shall respond to any request for such information to the extent required by the Texas Public Information Act, Texas Government Code §552.001, *et seq.*

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

1.9 ASSIGNMENT

The successful Vendor shall not sell, assign, transfer or convey a contract, in whole or in part, without the prior written consent of District.

1.10 VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable within the boundaries of Tullia ISD. Venue for any legal action arising out of the Project shall be in a state district court in the county where the District's Administrative Offices are located.

1.11 CONTRACT

This RFP is not a contract. The District will begin negotiations with the selected Vendor to execute a contract for the proposed services that includes applicable statutory requirements. If a contract cannot be executed between the District and the selected Vendor, the District reserves the right to end negotiations and proceed to negotiate a contract with the next Vendor the District deems to provide the best value for the District, and so on until a contract for the provision of internet services for the District is obtained.

III. SCOPE OF SERVICES AND CONTRACT

The District reserves the right to change quantities of items dependent on funding. ***All signed contracts must be contingent upon E-Rate funding.***

Items to include:

Internet Access Services:

- 1 Gbps of dedicated, symmetrical bandwidth
- Solution must be scalable up to 5 Gbps
- Solution must be in place and fully operational by start of contract - July 1, 2022
- Contract options are requested for 36-month, 48-month, and 60-month terms of service
- Provider must be able to offer a /26 publicly routable subnet
- All handoff equipment necessary to provide connectivity shall be provided with no option of transfer of ownership to Tulia ISD. All equipment must be monitored and maintained for the life of the contract agreement.
- All costs required to deliver the proposed solution must be included in the bid. Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.
- If an increase in bandwidth is requested mid-contract the term length does not reset or renew.

Service Level Agreement:

1. Proposed services must meet the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - b. 25% frame/packet loss commitment
 - c. 25ms round trip network latency commitment on transport between Applicant site and PoP only. This does not apply to traffic outside of the PoP.
 - d. 10ms network jitter commitment
 - e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

2. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.

3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the District.

IV. EVALUATION

The Superintendent shall review all proposals immediately upon opening and make a recommendation to the Board based on the criteria provided herein. The Board, based on the criteria provided herein, may accept such recommendation or select Vendors as the Board deems fit.

By using this RFP process, the District reserves the right to discuss with potential Vendors their proposal, scope of services, so the District may select a Vendor and proposal and that is in the District's best interest based on the criteria identified herein. **The District intends to base the selection on the proposals submitted but reserves the right to request additional information and/or conduct interviews.**

**V.
SUBMITTAL FORMS**

PROPOSAL FORM

PROPOSAL COVER PAGE: RFP #2022-01 Internet Access

Name of Entity Submitting Proposal: _____

Name of Person Submitting Proposal: _____

Physical Address of Proposer: _____

Mailing Address of Proposer (if different from the physical address): _____

Telephone Number: _____ Fax: _____

Contact Person: _____

Contact Person Cell Phone Number: _____

Contact Person Email Address: _____

Proposal Contains Proprietary Information: Yes No

Acceptance of Terms and Conditions:

We hereby accept, by the submission of the proposal, the Standard Terms and Conditions

Date Submitted: _____

Signature of Authorized Agent: _____

ACKNOWLEDGMENT FORM

The undersigned hereby agrees to provide all services specified in this proposal for the project amount.

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed to any other bidder, competitor, or potential competitor prior to the opening of bids or proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf;
- e. Contractor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, the District shall have the right to annul this contract without liability;
- f. The undersigned certifies that to his/her knowledge, no District employee has any personal or beneficial interest whatsoever in this service or property described herein.

Contractor acknowledges receipt of Addenda number ____ through ____ and has incorporated the provisions therefore into this proposal.

It is understood that the District reserves the right to reject any or all proposals or waive any informalities in the proposal process.

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

FELONY CONVICTION NOTICE REQUIREMENTS

(Texas Education Code Sec. 22.0834. Criminal History Record Information Review of Certain Contract Employees)

VENDOR: _____

CONTRACT: RFP for Internet Services
(description of services to be performed for which this notice is requested)

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

**FELONY CONVICTION
NOTICE**

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

VENDOR: _____

AUTHORIZED COMPANY OFFICIAL: _____
(print name)

Choose the following, as applicable:

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

SIGNATURE OF COMPANY OFFICIAL: _____

OR

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

SIGNATURE OF COMPANY OFFICIAL: _____

OR

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

NAME OF FELON (S): _____

DETAILS OF CONVICTION(S): _____

SIGNATURE OF COMPANY OFFICIAL: _____

SIGNATURE OF COMPANY OFFICIAL: _____

NON-COLLUSIVE BIDDING CERTIFICATION

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

Vendor: _____

Street Address: _____ City, State, Zip _____

Phone: _____ Fax: _____

Bidder Signature: _____

Bidder (Print Name): _____

Position with Company: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title: _____

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

COMPLIANCE WITH STATE AND FEDERAL LAWS

Certification of Eligibility

By submitting a statement of qualifications, vendor certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of bid submission and time of award, the vendor will notify the District. Failure to do so may result in terminating the contract for default.

Acknowledgment of Federal Funds.

Vendor acknowledges that the 2022 Internet Services may be funded with Federal ESSER funds, and as may be contingent upon compliance with all terms and conditions of the funding award and the applicable contract terms as provided under 2 C.F.R. Part 200, Appendix II.

Certification Regarding Employment Assistance Prohibited

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

Verification Regarding No Discrimination of Firearm Entities or Trade Associations

Pursuant to Texas Government Code, Chapter 2274, as enacted in SB19 by the 87th Legislature, if vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the vendor represents and warrants to the District that the vendor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association¹ and will not discriminate against a firearm entity or firearm trade association during the term of any contract resulting from the solicitation.

Verification Relating to State Contracts with and Investments in Companies that Boycott Energy Companies

Pursuant to Texas Government Code, 2274, as enacted in SB13 by the 87th Legislature, if vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the vendor represents and warrants to the District that the vendor does not boycott energy companies² and will not boycott energy companies during the term of any contract resulting from the solicitation.

Relating to State Contracts with and Investments in Companies that Boycott Israel

Pursuant to Texas Government Code, Chapter 2271, as amended, if vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the vendor represents and warrants to the District that the vendor does not boycott³ Israel and will not boycott Israel during the term of any contract resulting from the solicitation.

Relating to State Contracts with and Investment in Companies that do Business with Iran, Sudan, or any known foreign terrorist organizations Effective September 1, 2017, vendor verifies that it/he/she does not do business with Iran, Sudan, or any known foreign

¹ A "firearm entity" means a firearm, firearm accessory, or ammunition manufacture, distribute, wholesaler, supplier or retailer, or a sport shooting range. A "firearm trade association" means any person, corporation, unincorporated association, federation, business league or business organization that is not organized or operated for profit for which none of its net earning inures to the benefit of any private shareholder or an individual that has two or more firearm entities as members, or is exempt for federal income taxation under Section 501(c) of the Internal Revenue Code.

² "Boycott energy companies" means, without an ordinary business purpose, 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 a company because the company engages in the exploration, production utilization, transportation, sale or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law.

³ "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

terrorist organizations and will not do business with Iran, Sudan, or any known foreign terrorist organizations during the term of this contract. The term "foreign terrorist organization" is defined by Texas Government Code Section 806.001, effective September 1, 2017.

Certification of Compliance with Texas Family Code

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), vendor certifies as follows:

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 in which a sole proprietor, partner, majority shareholder or a corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation or an owner of 10% or more of another 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.

Vendor Name: _____

Signature: _____

Print Name: _____

Title _____ Date: _____

**TULIA INDEPENDENT SCHOOL DISTRICT
ADDENDUM TO
REQUEST FOR QUALIFICATIONS STANDARD TERMS & CONDITIONS
EDGAR CERTIFICATIONS FOR EXPENDITURE OF FEDERAL FUNDS**

The following certifications and provisions are required by the Education Department General Administrative Regulations (“**EDGAR**”) and apply when Tulia Independent School District (“**TISD**” or the “**District**”) expends federal funds for any contract resulting from the District’s procurement process. Accordingly, upon execution by Vendor, this addendum (this “**Addendum**”) shall become an integral part of the applicable contract between TISD and Vendor that is awarded to Vendor through the District’s procurement process. Vendor’s execution of this Addendum ensures Vendor’s agreement to comply with the terms of this Addendum, EDGAR, and other applicable federal law and regulations. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to such terms in the Standard Terms and Conditions. In the event of a discrepancy between the terms of this Addendum and the terms set forth in the Standard Terms and Conditions, the terms of this Addendum shall prevail.

Vendor agrees and certifies as follows:

CONTRACT PROVISIONS REQUIRED BY APPENDIX II TO 2 C.F.R. PART 200

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

Pursuant to Federal Rule (A) above, TISD reserves all rights and privileges under applicable law and regulation with respect to this Agreement in the event of a breach of contract by Vendor.

Does Vendor agree? YES _____
Initials of Authorized Rep

(B) All 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 effected and the basis for settlement.

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

Does Vendor agree? YES _____
Initials of Authorized Rep

(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, in the event that this Agreement meets the definition of a “federally assisted construction contract”, the equal opportunity clause referenced above is incorporated into this Addendum by reference.

Does Vendor agree? YES _____
Initials of Authorized Rep

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

Pursuant to Federal Rule (D) above, in the event that this Agreement constitutes or includes a prime construction contract or a contract for the construction, completion, or repair of public work, Vendor agrees that it will comply with all applicable Davis-Bacon Act provisions as supplemented by Department of Labor (“DOL”) regulations and the Copeland “Anti-Kickback” Act, as applicable, throughout the Term of this Agreement.

Does Vendor agree? YES _____
Initials of Authorized Rep

(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, in the event this Agreement exceeds \$100,000 and involves the employment of mechanics or laborers, Vendor agrees that it shall, as applicable, comply with the provisions of 40 U.S.C. §§ 3702 and 3704, as supplemented by DOL regulations, throughout the Term of this Agreement. As stated in Federal Rule (E) above, 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.

Does Vendor agree? YES _____
Initials of Authorized Rep

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

Vendor agrees that it shall comply with all applicable requirements set forth in Federal Rule (F) above throughout the Term of this Agreement.

Does Vendor agree? YES _____
Initials of Authorized Rep

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

Pursuant to Federal Rule (G) above, in the event that this Agreement exceeds \$150,000, Vendor agrees that it will comply with all applicable standards, orders,

and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act throughout the Term of this Agreement.

Does Vendor agree? YES _____
Initials of Authorized Rep

(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 governmentwide 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, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or otherwise excluded from participation by any federal department or agency. Vendor agrees that it will provide immediate written notice to the person to whom this proposal is submitted if at any time during the Term of this Agreement Vendor or its principals becomes disbarred, suspended, declared ineligible, or otherwise excluded from participation by any federal department or agency.

Does Vendor agree? YES _____
Initials of Authorized Rep

(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, in the event that this Agreement exceeds \$100,000, Vendor certifies that it is currently in compliance with and will continue to comply with the Byrd Anti-Lobbying Amendment throughout the Term of this Agreement. Vendor also agrees that it will file the required certification with the District further certifying such compliance.

Does Vendor agree? YES _____
Initials of Authorized Rep

(J) Certification of Procurement of Recovered Materials – 2 CFR §200.323 A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory

level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees that it shall comply with all applicable requirements set forth in Federal Rule (J) above throughout the Term of this Agreement

Does Vendor agree? YES _____
Initials of Authorized Rep

(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

Does Vendor agree? YES _____
Initials of Authorized Rep

(L) §200.322 Domestic preferences for procurements.

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

(b) For purposes of this section:

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

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

Pursuant to the Federal Rule above, Vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any sub-awards for any District contract that is entered into.

Does Vendor agree? YES _____
Initials of Authorized Rep

ADDITIONAL PROVISIONS REQUIRED UNDER FEDERAL LAW

A. **Record Retention.** Vendor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333, including retaining all records for the requisite period of time.

B. **Energy Policy and Conservation Act.** Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq.*).

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

D. **Certification of Employment Verification FAR 22.18, 74 FR 2731, 48 CFR 52.222-54.** As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

E. **Certification of Health and Safety Certifications, Licensing, and Regulations.** As applicable to federal funds contracts, all contractors must meet 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.

F. **Access to Records.** In accordance with 2 C.F.R. § 200.337, Vendor agrees that the District or any of its 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 this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

G. **Historically Underutilized Businesses.** Vendor agrees that it will take all necessary affirmative steps, including those specifically set forth in 2 C.F.R. 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in performing under this Agreement.

H. **Geographic Preference.** Pursuant to 2 C.F.R. 200.319(b), except with regard to contracts for architectural and/or engineering services, the District will not use statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except where applicable federal statutes expressly mandate or encourage geographic preference.

I. **Applicability to Subcontractors**. Vendor agrees that all contracts it awards pursuant to this Agreement shall be bound by the foregoing terms and conditions, such that a breach of any of the foregoing terms and conditions by a contractor or subcontractor of Vendor shall be deemed to be a breach of this Agreement by Vendor.

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

Vendor's Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____