Bidder's Disclaimer Statement

The undersigned Bidder, by signing and executing this BID, certifies and represents to Hays CISD that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by section 36.01(5) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this BID; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this BID; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Hays CISD concerning this BID on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other Bidders so further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Hays CISD in return for the person having exercised the person's official discretion, power or duty with respect to this BID; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Hays CISD in connection with information regarding this BID, the submission of this BID, the award of this BID or the performance, delivery or sale pursuant to this BID.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

COMPANY VENDOR NAME (PRINTED): _____

ADDRESS: _____

CITY, STATE, ZIP: _____ **PHONE**: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

TITLE: _____ **DATE**: _____

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. **OR**

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

☐ 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): _____

Are you a certified Historically Underutilized Business (HUB)?

☐ Yes ☐ No

If yes, with whom are you certified? _____

Enter 5-digit certification number _____

Please check corresponding box:

☐ Hispanic American ☐ Male ☐ Female
☐ Black American ☐ Male ☐ Female
☐ Asian Pacific American ☐ Male ☐ Female
☐ Native American (Indian) ☐ Male ☐ Female
☐ Woman (of any ethnicity)

CONFLICT OF INTEREST: Neither HCISD trustees nor employees shall accept gifts or entertainment from vendors to the District. The District shall not do business with any of its trustees or employees.

MUST BE RETURNED WITH BID

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

VENDOR'S NAME: _____

Signature of Company Official: _____

Date Signed: _____

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) **does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov't Code Ch. 2270)**

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code 808.00 (1).

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

BY SIGNATURE BELOW, I, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

_____ Yes, we acknowledge and comply with both the following:

- **NO ISRAEL BOYCOTT CERTIFICATION**
- **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

THIS PAGE MUST BE SIGNED AND COMPLETED WITH YOUR PROPOSAL

CERTIFICATION OF RESIDENCY

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for HAYS CISD to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident Bidder" refers to a person who is not a resident. "Resident Bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non-resident Bidder unless the nonresident Bidder the lowest proposal submitted by a resident Bidder by an amount that is not less than the amount by which a resident Bidder would be required to under Bid the nonresident Bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting proposal is a resident Bidder: ☐ Yes

☐ No City

and state of Vendor's principal place of business: _____

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Proposal Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating ☐ Yes ☐ No

Vendor certifies that this firm is a HUB (Required by some participating ☐ Yes ☐ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: ___

_____

Address, City, State, and Zip Code: _____

Phone Number:_____Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

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EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S FEDERAL GRANT

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

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

(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 federal funds are expended by HAYS CISD and Hays CISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

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

Pursuant to Federal Rule (B) above, when federal funds are expended by Hays CISD, Hays CISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event 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. Hays CISD also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if Hays CISD believes, in its sole discretion that it is in the best interest of Hays CISD to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Hays CISD as of the termination date if the contract is terminated for convenience of Hays CISD. Any award under this procurement process is not exclusive and Hays CISD reserves the right to purchase goods and services from other Vendors when it is in the best interest of Hays CISD.

Does Vendor agree to sale by the above?

YES _____ Initials of Authorized Representative of Vendor

THIS PAGE MUST BE SIGNED AND COMPLETED WITH YOUR PROPOSAL

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

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

Does Vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of Vendor

(D) All Contractors must comply with all federal, state, and local labor laws including Article 5159a, Vernon's Annotated Revised Civil Statues of the State of Texas which requires that the contractor pay not less that the Prevailing Wage Scale. Contractors shall comply with all aspects of Article 5159a, Vernon's Civil Statue, including keeping records on each laborer, workman, or mechanic employed for each calendar day or portion. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

THIS PAGE MUST BE SIGNED AND COMPLETED WITH YOUR PROPOSAL

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

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

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

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

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

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

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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, when federal funds are expended by Hays CISD, the Vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

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(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal 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 Hays CISD, the Vendor certifies that during the term and after the awarded term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

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

THIS PAGE MUST BE SIGNED AND COMPLETED WITH YOUR PROPOSAL

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

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

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

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

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

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

REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.321

When federal funds are expended by Hays CISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by Hays CISD for any contract resulting from this procurement process in excess of $100,000, the Vendor certifies that the Vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

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CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Hays CISD 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 agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Hays CISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it will either (1) supply HAYS CISD with domestic end products that are in compliance with all applicable provisions of the Buy America Act; or (2) notify Hays CISD that the products it is requesting to be installed is not in compliance with the applicable provisions of the Buy America Act.

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Pursuant to Sections 2252.151-.154 of the Texas Government Code, the 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 supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by HAYS CISD; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by HAYS CISD in a fiscal year of HAYS CISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement 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." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to HAYS CISD for the duration of the Agreement; (2) promptly provide to HAYS CISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of HAYS CISD; and (3) on completion of the Agreement, either (a) provide at no cost to HAYS CISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to HAYS CISD.

Does Vendor agree? YES _____ Initials of Authorized Representative of 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, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID #_____

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO HAYS CISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, HAYS CISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to HAYS CISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If HAYS CISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," HAYS CISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that HAYS CISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.02222, "contracting information"[1] is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

(1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or

(2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key

[1] "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or proposal documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including proposal tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

measures report; (G) a progress report; and (H) a final payment checklist.

HAYS CISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability HAYS CISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or HAYS CISD and determined by HAYS CISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act**. Further, even if Vendor marks information as "CONFIDENTIAL," **Vendor expressly agrees that HAYS CISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

Please check **ONLY ONE** of the following options:

- ☐ **Declaration of Confidentiality – Vendor HAS clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.**

- ☐ **Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to HAYS CISD and that its proposal and all other information—including any pricing information—submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement.**

_____
Vendor Name

_____
Printed Name of Authorized Officer/Representative of Vendor

_____
Title

_____ _____
Signature **Date**

THIS PAGE MUST BE SIGNED AND COMPLETED WITH YOUR PROPOSAL

HAYS CONSOLIDATED SCHOOL DISTRICT ANTITRUST

CERTIFICATION STATEMENT

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

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

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Bidder Signature: _____

Printed Name: _____

Title:_____

Date Signed: _____

Signature of Company Official Authorizing RFP: _____

Printed Name of Company Official: _____

Official Position:_____

Date Signed: _____

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

COOOPERATIVE NAME	CONTRACT NUMBER	CONTRACT EXPIRATION DATE
☐ HCDE (Choice Partners)		
☐ TASB (BuyBoard)		
☐ The Cooperative Purchasing Network (TCPN)		
☐ Houston Galveston Council of Governments Cooperative (H-GAC)		
☐ ESC Region 8 Cooperative (TIPS)		
☐ ESC Region 5 Cooperative		
☐ U.S. Communities		
☐ State of Texas (TXMAS)		
☐ Department of Information Resources (DIR)		
☐ GSA (Schedule 70 and 84 ONLY)		
☐ Purchasing Solutions Alliance (PSA)		
☐ Santa Fe HAYS CISD (SPA)		
☐ State of Texas (TPASS)		
☐ National Joint Powers Alliance (NJPA)		
☐ None		

PLEASE SELECT ANY COOPERATIVES YOUR ORGANIZATION IS A PART OF

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EDGAR Required Documents

The forms at the following link (https://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) must be completed annually and sent to purchasing@hayscisd.net. For purposes of the forms, the officers are listed below.

Dr. Eric Wright
Superintendent of Schools

Board of Trustees

Mr. Byron Severance
President

Mr. Geoff Seibel
Vice-President

Ms. Esperanza Orosco
Secretary

Mr. Raul Vela, Jr.

Ms. Courtney Runkle

Ms. Katy Armstrong

Mr. Alex Zavala

RFP #06-112602AS
Felony Conviction Notice

Felony Conviction Notice.

State of Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony". Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract". This notice is not required for publicly-held corporations.

Based on the statement above, check the appropriate box below.

□ My firm is a publicly-held corporation; therefore, this reporting 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.

Name of Felon(s): _____
(Attach additional sheet if necessary)

Details of Conviction(s): _____
(Attach additional sheet if necessary)

RFP # 06-112602AS
Proposer's Certification

The undersigned affirms that he or she is duly authorized to execute this certification and Proposal response, that this company, corporation, firm, partnership or individual has not prepared this Proposal response in collusion with any other person, firm or entity making or considering making a Proposal response to HCISD for any future District projects, and that contents of this Proposal response as to prices, terms or conditions of said Proposal response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal response.

The undersigned, by his/her signature, represents that he/she is authorized to bind Proposer to fully comply with the terms and conditions of this Request Competitive Sealed Proposal, including all forms and attachments included and/or referenced herein, if accepted within ninety (90) calendar days after Solicitation closing.

FAILURE TO SIGN BELOW WILL DISQUALIFY THE PROPOSER'S RESPONSE.

Company Name: _____

Company Address: _____

Phone Number: _____

Representative Name and Title: _____

Representative Signature: _____

Date: _____

RFP # 06-112602AS
Submission Questionnaire

Company Name _____

Corporate Address _____

Local Office _____

Contact Person _____

Contact Email _____Phone _____

Accounts Payable Contact _____

Payment Address _____

Payment Email _____Phone _____

Can payments be made through ACH? _____

Do you accept invoice payment via school credit card? _____

If yes, will you charge an additional fee or percentage? _____ If yes, what is the fee or percentage? _____

Company Profile

Year Incorporated/Organized _____ Number of Employees _____

Corporation _____Partnership _____ Sole Proprietorship _____ Other _____

Emergency Contact & Phone _____

Days and Hours of Operation _____

Dripping Springs Contact Information

HCISD – Accounts Payable

Invoicing Email accounts.payable@hayscisd.net

By mail HCISD – Accounts Payable
21003 IH 35
Kyle, Texas 78640

Phone (512) 268-2141

To Request Hays CISD Tax Exemption:

email: anston.shockley@hayscisd.net