REQUEST FOR PROPOSAL (RFP)

ERATE FUNDING YEAR 2027-28

FCC FORM 470 # 270002748 (KISD 2027-C1 WAN)

RFP Number - 27-28-12-171

APPLICANT

Killeen Independent School District (BEN: 141065)
777 N. Twin Creek Drive, Killeen, TX 76543

Submit Questions no later than: Friday, November 13, 2026

Questions must be submitted online no later than 2:00 pm Central Time on the due date listed above.

DUE DATE: Thursday, December 17, 2026

Proposals must be submitted online no later than 2:00 pm Central Time on the due date listed above.

All questions and proposals must be submitted via bonfire.
Proposals received after the proposal deadline, spam, and/or automated responses via email will not be considered valid proposal responses and will be disqualified from consideration.

https://kellogglc.bonfirehub.com/portal

TABLE OF CONTENTS

- RFP Timeline
- Site Visit Notice
- Pricing Requirements
- Proposal Specifications
- Site List
- General Terms and Conditions
- E-Rate Requirements
- Vendor Registration
- Evaluation Criteria
- Required Forms
- Attachment A – Pricing
- Attachment B – Certification, Experience & References
- Attachment C – Vendor Forms

TIMELINE

Activity	Date
Site Visit	Thursday, November 12, 2026, 9:30 AM CT
Questions Deadline	Friday, November 13, 2026, 2:00 PM CT
Answers to questions posted via Addendum	Wednesday, November 18, 2026
Submission Deadline	Thursday, December 17, 2026, 2:00 PM CT

SITE VISIT

☒ **APPLIES TO THIS RFP**	☐ **DOES NOT APPLY FOR THIS RFP**

Date(s)	Thursday, November 12, 2026, 9:30 AM CT
Time(s)	9:30 AM CST
Location	First meeting at 104 E Beeline Lane, Harker Heights, TX 76548. Then meet at Alice Douse Elementary to review new location at 700 Rebecca Lynn Lane, Killeen, TX 76542.
Mandatory	Mandatory Job Walk
Notes:	Dean Murphy. Please sign in during arrival time and the meeting will be held at 104 E Beeline Lane, Harker Heights, TX 76548 to review current setup.

Pricing Requirements

☒ Excel Pricing **Required**	☐ PDF Pricing Allowed

Offerors are required to identify.

All pricing proposals must clearly list the cost of products and services to include the following:

1. Description of Services
2. Monthly (recurring) charges
3. One Time (non-recurring) charges
4. % Eligibility. (This is not related to the applicant's approved discount rate)
    1. If the product is fully eligible, show 100%. If not or partially eligible, include the eligible percentage from 0% -99% for each line item/service.
    2. The offeror is responsible for confirming the eligibility of equipment and services from the manufacturer.
5. Quantity
6. Unit of Measure (Each, Feet)
7. Bandwidth level, if applicable
8. Contract Term
9. Make, Model and part number, if applicable
10. Installation and Configuration
11. Shipping and Handling
12. Travel and Per Diem
13. Estimate of Surcharges and Fees

PROPOSAL SPECIFICATIONS

Killeen ISD recently relocated one of its data centers. The new site currently lacks a resilient, geographically diverse connection to the district's other active data center. A fiber cut could therefore disrupt district operations by affecting connectivity between both facilities. Killeen ISD requests a redundant fiber route for the hub-to-hub links to mitigate this risk.

Scope of Work: Diverse Hub-to-Hub Circuit

Current environment. The district currently has one (1) existing 100 Gbps E-Line (point-to-point Ethernet) circuit between Hub 1, the Technology Service Center (104 E Beeline Ln, Harker Heights, TX 76548), and Hub 2, Alice Douse Elementary School (700 Rebecca Lynn Lane, Killeen, TX 76542). Hub 1 already has dual, diverse building entrances. Hub 2 does not. Each hub has an existing district-owned Cisco hub switch.

Requested service. The district requests one (1) new 100 Gbps dedicated point-to-point circuit (E-Line or equivalent) between Hub 1 and Hub 2. Together with the existing circuit, this will give the district two 100 Gbps hub-to-hub circuits on dual, diverse paths. The requested service must meet the following requirements:

- **Geographic diversity.** The new circuit must follow a fiber route that is physically and geographically diverse from the existing hub-to-hub circuit, with no shared fiber, conduit, or pole line between the two hubs. Offerors must identify any location where the proposed route shares facilities with, or comes near, the existing route, and must provide a map of the proposed route (KMZ or JSON format).
- **Dual, diverse building entrances.** The service must use dual, diverse building entrances at both hub locations. Each hub-to-hub circuit must enter through a separate entrance at each location. Hub 1 has existing dual, diverse entrances. At Hub 2, the offeror must design and build a second, diverse building entrance, and must include the cost of that work in its proposal.
- **Optics.** The offeror must provide all 100 Gbps optics (transceivers) required at both hub locations. Optics must be compatible with the district's existing Cisco hub switches.
- **Provider-managed equipment.** If the proposed solution requires provider equipment at either hub to aggregate or hand off circuits (for example, a provider-managed switch), the offeror must include that equipment as leased on-premises equipment, priced separately, with make, model, and part number.
- **Bandwidth.** The new circuit must deliver 100 Gbps dedicated, symmetrical bandwidth, with pricing for the bandwidth range specified in the table below.

WIDE AREA NETWORK (Site List Specifications Follows)		
Applicant Name (Entity #)	Alice Douse Elementary School (17012982)	
Service Requested	Transport (any mode of delivery)	
Special Construction Installment Plan	If special construction is required, please provide an installation plan for up to 4 years for the applicant's non-discount share in annual or monthly payments.	
Contract Terms Requested	MTM and 60 Months Pricing.	
Provide pricing for bandwidth level needed by Applicant		100 Gbps
Provide Pricing for cost effective evaluation and growth		100 Gbps

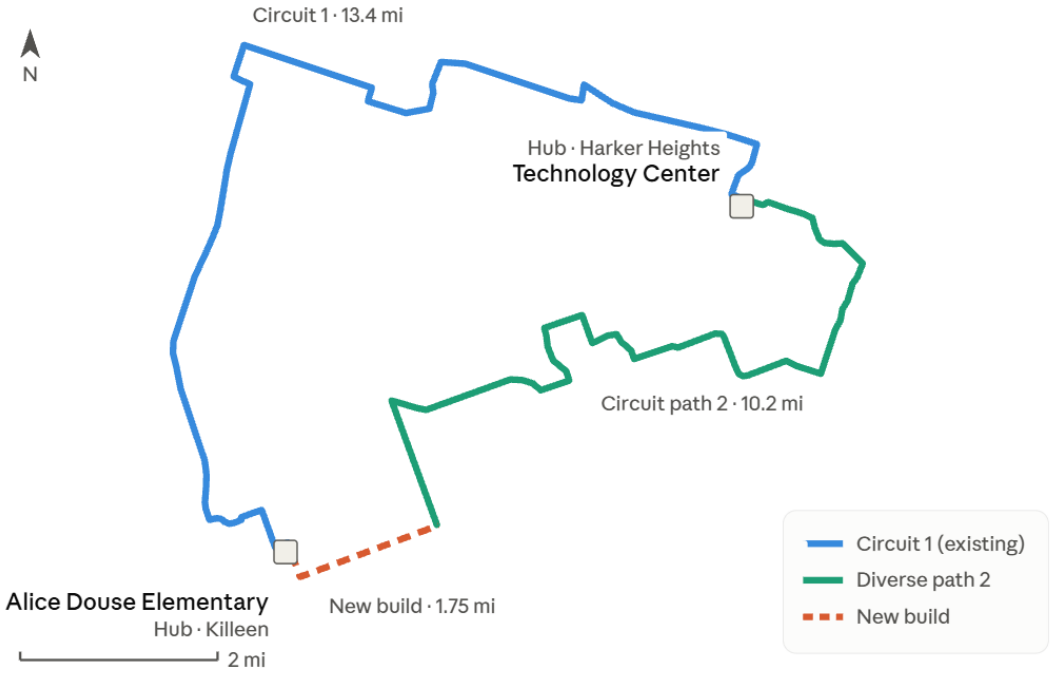
LEASED ON PREMISE EQUIPMENT	
Description	One (1) new 100 Gbps point-to-point data connection between Hub 1 (Technology Service Center) and Hub 2 (Alice Douse Elementary School), on a route diverse from the existing hub-to-hub circuit
Router/Switch	Leased on-premises equipment as recommended to support the proposed bandwidth levels (including all 100 Gbps optics required at both hubs, compatible with the district's existing Cisco hub switches, and any provider-managed switch needed to aggregate or hand off the circuits)

SITE LIST

NETWORK HUB SITE "FROM LOCATION"	
FROM LOCATION NAME (Entity #)	Technology Service Center (HUB 1)
FROM ADDRESS, CITY, ST, ZIP	104 E Beeline Lane, Harker Heights, TX 76548

TO LOCATIONS: SITES RECEIVING SERVICES

Entity Name	Entity #	Physical Address	City	ST	Zip	Bandwidth
Alice Douse Elementary School (Hub 2)	17012982	700 Rebecca Lynn Lane	Killeen	TX	76542	100 GBPS (new diverse circuit)


Circuit 1 · 13.4 mi
N
Hub · Harker Heights
Technology Center
Circuit path 2 · 10.2 mi
Alice Douse Elementary
Hub · Killeen
New build · 1.75 mi
2 mi
Circuit 1 (existing)
Diverse path 2
New build

PROPOSAL REQUIREMENTS (TX C1)

Proposal Requirements

1. **E-Rate Compliance**. Service providers (offerors) must comply with E-Rate program rules as set forth by the Federal Communications Commission (FCC) and administered by the Universal Service Administrative Company (USAC).

   Disqualification – FCC Form 498 ID Status. If the offeror is under FCC red light status or does not have an FCC Form 498 ID (service provider identification number), the offeror may be disqualified by the applicant school or library. If at any time during the contract period the service provider is red lighted, debarred, or otherwise no longer eligible to participate in the E-Rate program, the applicant reserves the right to terminate the contract.

2. **Kellogg & Sovereign® Consulting (K&S) authorized.**
   The applicant has engaged the services of K&S to assist with the E-Rate filings for the applicant. The applicant has authorized K&S to act on its behalf regarding this procurement. K&S may request information directly from Proposer(s) as well as conduct the competitive proposal process on the e-procurement site, https://kellogglc.bonfirehub.com

3. **Equivalent products and services**. PProposals are requested for the specified services, technologies, transmission media, or **EQUIVALENT** solutions. Any proposed equivalent or alternative solution must satisfy the Applicant's required connectivity, bandwidth, performance, reliability, and scalability requirements. Vendors proposing alternative technology, transmission medium, or service architecture must clearly identify the proposed solution and provide sufficient technical documentation to demonstrate that the solution meets or exceeds the requirements of this RFP. Failure to provide sufficient technical or pricing information may result in the Applicant determining that the proposal is non-responsive, subject to applicable state and local procurement requirements. The Applicant may request clarification or additional documentation necessary to verify that a proposed solution satisfies the requirements of this RFP, provided that all vendors are treated in a fair and consistent manner in accordance with applicable procurement requirements and E-Rate competitive bidding rules.

4. **Timeline**. Offeror must include a project timeline. Preference is given to responses with a service start of July 1, 2027. If the awarded offeror is not the incumbent provider, transition of service must be completed by the later of July 1, 2027, or the contract expiration date associated with the services currently under contract. If the awarded offeror is not the incumbent provider, the purpose of this RFP and FCC Form 470 is also to secure pricing for month-to-month interim services for applicant sites from July 1, 2027, until the new services are operational.

   Disqualification – Unable to commence service. If the offeror is not able to commence service by the date listed in the proposal specifications, the offeror may be disqualified by the applicant school or

library.

5. **Mandatory Bidders' Conference or Walk Through.**

☒ APPLIES TO THIS RFP	☐ DOES NOT APPLY FOR THIS RFP

Disqualification – Mandatory Bidders' Conference. If the offeror does not attend a mandatory offerors' conference, walk through, or other mandatory meetings listed in the Bidders' Conference section, the offeror may be disqualified by the applicant school or library.

6. **Questions.** Questions must be submitted prior to the end of the question period. Questions must be submitted online: https://kellogglc.bonfirehub.com/portal no later than the date and time listed above.

7. **Proposal Acceptance.** The applicant school or library reserves the right to accept some, all or none of the items included in the proposal. Notification of proposal acceptance or proposal rejection will be provided at the discretion of the applicant school or library.

8. **Modification or Withdrawal of Proposal:** Vendors are advised to consult the Bonfire Vendor Help Center to obtain the most current guidance for submission, revision, and withdrawal of proposals. https://vendorsupport.gobonfire.com/hc/en-us
9. **Clarifying Questions** – The applicant may choose to ask clarifying questions or request additional information from the offerors. All communications within the proposal and evaluation stage will be within the bidding portal.

Late Proposals. Responses submitted after the due date and time noted in this RFP shall not be considered and will be disqualified. Responses must be submitted through the bidding portal. Proposals submitted by fax or email will not be accepted.

10. **Financial Responsibility**. Offeror shall pay all costs related to the preparation and submission of its Proposal.

11. **All Costs**. Pricing proposed by the offeror must include all costs. All costs include special construction or non-recurring charges (NRC) required by the service provider to provide the product or service and all monthly recurring charges (MRC) including estimated surcharges and fees. Price increases will not be allowed during the term quoted. Prices may be lowered based on market conditions.

12. **Cost Allocation**. Offerors must clearly separate E-Rate eligible costs from ineligible costs.

13. **Contracts.** Offerors for services other than tariff or month-to-month arrangements must include a contract or legally binding agreement in response to this RFP with a signature block for both the service provider and the applicant. The agreement should be provided in form only and will not be completed and executed until after proposals are awarded by the applicant and negotiations are completed, as applicable. Quotes are not considered legally binding agreements. All contracts must allow the applicant to cancel services without financial penalties

if a site closes. The applicant may cancel services to sites without penalty after providing 30 days' notice to the service provider. All contracts must allow additions, moves, and changes to the site.

14. **Contract Terms**. Offerors must clearly define contract terms for all pricing submitted. The applicant school or library may consider multi-year contracts featuring voluntary renewals.

The applicant reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the contract term coincide with an E-Rate program year or an extended service end date for an E-Rate program year pursuant to a service delivery deadline extension, as those terms are defined by the Federal Communications Commission (FCC) and/or the Universal Service Administrative Company (USAC).

Description of Proposal. Offeror will provide a description of its proposal for all services and solutions. The description will include an overview of the proposal, any deviations from the requested architecture, design, or requirements, assumptions made, and any other details that may be useful or necessary for proper evaluation of the proposal.

15. **Authorized Signatures** – Proposals must be signed by an individual or officer of the firm authorized to legally bind Vendor when submitting the proposal. Unsigned proposals will not be accepted.

Addenda – In the event revisions to this document become necessary, addenda will be provided by upload to the relevant Form 470 and the bidding portal.

16. **Required Notice to Proceed and Funding Availability**. The applicant will follow the purchasing policies of their governing board and the requirements and procedures of the FCC's E-Rate program as administered by USAC to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive proposal process will be dependent on the applicant's issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed. The applicant will have the right to allow the contract to expire without implementation if appropriate funding does not become available.

17. **Broadband data services**. Offerors for broadband data services (e.g. Internet Access, wide area network connections) must comply with the following:

    20a. Bandwidth Range. If the applicant specifies a bandwidth range for broadband data services, the service provider may propose incremental pricing for the bandwidth levels specified or the next highest bandwidth level at the service provider's standard bandwidth level offerings.

    20b. Site and Service Substitutions. The applicant may need to add, remove or move sites as well as increase or decrease bandwidth levels during the contract term. Accordingly, proposal responses

should address allowances for site and service substitutions during the contract term.

20c. Network Diagram. Offerors for broadband data services must include a network diagram displaying the paths to be used to serve the specified site.

20d. Service Level Agreement. Offerors for broadband data services shall provide a proposed Service Level Agreement (SLA) with the proposal response. The proposal must include a description of the following services and how these services will be measured.

- Network Availability: the provider will make all reasonable efforts to ensure [99.9-99.99]% network availability of each circuit.
- Internet and Operations proposals only: Frame/packet loss Commitment
- Internet and Operations proposals only: Network Latency Commitment
- Internet and Operations proposals only: Network Jitter Commitment
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

In addition to the required services, the proposal may include the following:

- 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 their connection with Vendor provided services.
- Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact service provider by defined method with a response based on trouble level. Upon contact from the Customer, the service provider's support team will initiate an immediate response to resolve any Customer issue. Customers will receive rapid feedback on trouble resolution, including potential resolution time.
- 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 implementation schedule is completed.
- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the Customer.
- Measurement: stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts the service provider and identifies the problem. Credits for Outages of shortage will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link Performance per segment: The service will maintain the proposed Link Performance

throughout the term of the contract.

- Historical uptime: Provide aggregate uptime statistics for the proposed service in the Customer's geographic area.

20e. Demarcation. All solutions must terminate service or infrastructure to an existing network closet inside of the specified site. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

20f. Special Construction Special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components: (1) construction of network facilities; (2) design and engineering; and (3) project management.

Offerors for special construction should provide or be prepared to promptly provide the following information:

- A map file of the proposed fiber route in KMZ of JSON format
- The average cost per foot of fiber includes detailed breakout of costs for aerial fiber, buried fiber, and buried fiber in conduit:
    - Fiber material (fiber cable)
    - Fiber placement (placing or pulling fiber through conduit, attaching fiber to poles, placing fiber cables in the ground)
    - Buried Conduit (direct bury installations conduit)
    - Trenching (cost of digging trench, cost of machinery needed, permitting cost)
    - Structure Material (conduit, handholes, vaults, markers)
    - Structure Placement (labor and permitting placement of all structure materials)
    - Pole Make Ready (enhancement needed on carrier owned poles such as addition of guy or anchor or clearing)
    - The cost per foot of outside plant materials (conduit, handholes, aerial make ready materials)
    - The cost per foot of outside plant (trenching, handhole and marker installation, installation of aerial make-ready materials)
- Cost allocation detail for fiber strands that will not be placed in service for the exclusive use of the applicant by June 30 of the Erate program year.

20g. Special Construction installment plan. The applicant may request that offerors allow for the non-discount share of special construction charges to be paid in installments up to four years from the first day of the relevant funding year. Offerors are not required to offer installment payments, but if they choose to do so they must disclose the material terms, including the interest rate and terms of the payment plan, in their proposal submission.

20h. Special Construction Amortization Non-recurring capital costs must be amortized over a period of three years for charges of $500,000 or greater.

18. Documentation and Audit Compliance.

- Service provider shall provide all warranty and product documentation related to products or services sold to the applicant.
- Service provider shall retain all documentation related to the purchase and payment, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of TEN years from the last date of service.
- If the applicant is audited by the Administrator of the program, the service provider shall fully cooperate with the applicant to provide any documentation related to the provision of discounted products and services as requested.
- The service provider and/or applicant is solely responsible for verifying the accuracy of information submitted to Kellogg & Sovereign® Consulting (K&S). K&S disclaims and makes no warranty, express or implied, nor assumes any legal liability or responsibility for the validity, accuracy, correctness, or completeness of any information that is provided by the service provider or applicant to K&S.
- By submitting proposals for K&S client schools & libraries, the service provider agrees and understands that K&S will forward the information to USAC, and the service provider is responsible for verifying the accuracy of information submitted to K&S.
- K&S shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses (even if K&S has been advised of the possibility of such damages), resulting from the service provider's non-response or incomplete response and/or the service provider's inaccurate, invalid, incorrect, or incomplete provision of information.

19. Service Provider Responsibilities

- The agreement herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Library Program.
- The applicant requires that Service Providers make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program. https://www.fcc.gov/consumers/guides/universal-service-program-schools-and-libraries-e-rate
- Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

- Service Providers are responsible for proving a valid Service Provider Identification Number (SPIN) at the time the RFP is submitted.
  https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

- Service Providers are responsible for providing a valid Federal Communications Commissions (FCC) Registration Number at the time the RFP is submitted.
  https://apps.fcc.gov/cores/userLogin.do

- Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential offeror found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red-Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-Rate discounts in a timely manner which would cause harm to the Applicant.
  https://www.fcc.gov/general/red-light-frequently-asked-questions

- Products and services must be delivered before billing can commence. At no time shall the Service Provider invoice before July 1, 2027.

- Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any contracts and USAC approved extensions)

- The default method of invoicing for all Funding Requests (FRN) created as a result of this RFP will be the Form 474 Service Provider invoice (SPI) unless the applicant explicitly requests Form 472 Billed Entity Applicant Reimbursement method.

    - The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via Form 474 Service Provider invoice (SPI). The maximum percentage the applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Funding Commitment Decision Letter (FCDL) and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision letter from the SLD and submission, certification and USAC approval of Form 486, the applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval.

    - All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share. Service Providers shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.

- Alternatively, should the applicant decide that it is in the best interest of the applicant to file Form 472. The applicant will inform the Service Provider of its intent.

- Within one (1) week of award, the awarded Service Provider will provide the applicant with a bill of materials suitable for the Form 471 item bulk upload[1]. Approval for any deviation from the bulk upload must be obtained from the applicant. Subsequent schedules of values and invoices for each site must match the approved line-item details or subsequent service substitutions.

- In the event of questions during an E-Rate pre-commitment review, post commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.

- No change in the products and/or services specified in this document orders will be allowed without prior written approval from the applicant and a USAC service substitution approval with the exception of a Global Service Substitution.

- The Service Provider acknowledges that all pricing and technology infrastructure information in its proposal shall be considered as public and non-confidential pursuant to 47 CFR §54.504 (2) (i) (ii)

- The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to §54.511 (b). Should it not be the lowest corresponding price, the Service Provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- This offer is in full compliance with USAC's Free Services Advisory. There are no free services that would predict an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it. https://www.usac.org/e- rate/applicant-process/competitive-bidding/free-services-advisory/

- The awarded Service Provider is required to send copies of all forms and invoices to the applicant prior to invoicing to USAC for pre-approval. Failure to comply with this requirement may result in the applicant placing the vendor on an "Invoice Check" with the USAC. https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/

- Any Contract entered into as a result of this RFP must provide cancellation of services without financial penalties if an entity is permanently closed. Applicants may cancel services to a school or library without penalties after a 30-day notice to Service Provider.

- Goods and services provided shall be clearly designated as "E-Rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

1 https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/ https://www.usac.org/wp-content/uploads/e-rate/documents/Forms/bulk_upload_templates/FCC-Form-471-Bulk-Upload-User-Guide.pdf

VENDOR REGISTRATION

The **Vendor Registration** can be found at https://kellogglc.bonfirehub.com/login

Bonfire Vendor Help Center: https://vendorsupport.gobonfire.com/hc/en-us

Registration steps:

Enter your organization name, email and password to create your account.

Once an account is created you will need to provide:

- Contact information
- SPIN – Form 498 ID. https://slweb.usac.org/Spin/Search
- FCCRN – FCC registration number. https://apps.fcc.gov/cores/userLogin.do

COMMODITY CODES:

K&S will be using the following UNSPSC Codes (classifications) for RHC or E-Rate eligible services. Note that when you are entering UNSPSC Codes, Bonfire leaves off the zeroes. For example, 83112200 is 831122. Additionally, the higher-level code is used in some cases instead of listing all the individual codes. For example, 4322 is the commodity code used instead of the code specifically for routers, antennas or network switches.

INTERNET ACCESS
81112101-Internet Service Providers (ISP – all modes of Internet delivery)

TELECOMMUNICATIONS SERVICES
831122-Enhanced Telecommunication Services (non-fiber broadband data connections including T1, DS3, SMDS, DSL and cable modem)
831123-Fiber Telecommunication Services (Lit Fiber broadband data connections)
83112301-Dark Fiber (dark fiber broadband data connections)
26121616-Telecommunications Cable (self-provisioned broadband networks)

NETWORK EQUIPMENT, MAINTENANCE, MANAGED SERVICES:
2612-Electrical wire & cable & harness (network cabling)
39121011-Uninterruptible Power Supplies (UPS equipment)
4322-Network Equipment (network switches, routers, antennas)
43222607-Cache Engine Equipment or Service (Caching equipment or caching service)
43223108-Wireless access network equipment and components (access points, controllers)
43222501-Firewall Network Security (Firewall appliance or firewall service)
4323-Operating Software (operating software)
43231512-License Software (software license required for operation of eligible equipment)
43223306-Network System cabinet or enclosure
43223308-Network system equipment rack
811118-Computer Services (E-Rate Managed Internal Broadband Services, RHC network monitoring)
81111803-Local Area Network LAN maintenance or support

EVALUATION CRITERIA

Applicants will select the most cost-effective proposals with the price of the E-Rate eligible products and services being the primary factor (most heavily weighted).

Factor	Possible Points	Description
Price-E-Rate eligible items	30	Price of E-Rate eligible products & services (primary factor)
Price-Other Costs	5	Other costs (items not eligible for E-Rate discount)
Reputation	15	The value of the identifiable characteristics of the vendor that affect the overall value of the service or product. This may include an evaluation of responses from other customers who have engaged the vendor in the past, data from an entity such as the BBB, and/or other such factors. The reputation of the vendor indicates the likelihood that the scorer trusts the vendor to provide a partnering relationship with the district and to stand by the service or product. Reputation may be influenced by the scorer's personal knowledge of the vendor or his/her perceived understanding of the vendor and its services and products.
Quality of Service	15	Quality of Service is evaluated based on the perceived value of the service or product. This criterion is based solely on data provided within the response or information obtained by direct inquiry to the vendor regarding their response. Quality of service includes but is not limited to: proposed service level agreements, perceived quality of the materials or services included within the proposal, perceived quality of the response in general especially as it pertains to providing a complete response, and perceived reliability of the service or product.
Meet District Needs	10	The Meets District Need criteria evaluates the perceived ability of the proposed service or good to meet the requirements of the RFP. Only those requirements as specified within the RFP may be evaluated for this criterion.
Past Relationships	14	Value of the scorer's past involvement with the vendor. Past relationships are similar to Reputation but are not influenced by information from any other source other than that of the scorer
Underutilized Business	1	Depending upon the nature of the service or goods, the Underutilized Business criteria may be required locally or to meet compliance with state or federal guidelines. The Underutilized Business criteria is an evaluation of the vendor's status as a HUB, minority owned, or local business.
Long Term Cost	10	Long Term Cost evaluates the cost to the customer to do business with the vendor, given the provided response. The long term cost should be an evaluation of the full term contract cost (as opposed to the purchase price) of the service or good, including: depreciation, replacement requirements, loss of opportunity to procure other services or goods as a result of doing business with the vendor, and any costs which the customer would incur as a result of doing business with the vendor, such as service transition costs, public relations costs, etc.

In order for applicants to properly evaluate your proposal, please provide details specific to the evaluation criteria areas along with your proposal.

REQUIRED FORMS

BID REQUIREMENTS:

1. FCC Form 498 ID (Service Provider Identification Number)
2. FCC registration Number (FCC RN)
3. Service Providers must comply with local, state, and federal requirements including agreement to fully cooperate with audit and ten-year document retention requirements.
4. Proposal submitted online https://kellogglc.bonfirehub.com/portal in compliance with instructions
5. Supporting details and documentation may be submitted online.
6. Contracts or legally binding agreement for all products and services must be submitted with the proposal. (Exception for tariffed or month to month service.) *Agreements will be completed AFTER proposal award and final negotiations are completed. Quotations are not acceptable.*
7. Must attend mandatory offerors' conferences IF applicable to this RFP.
8. Must complete Attachment A - Pricing
9. Must complete Attachment B – Certifications, Experience and References
10. Must complete Attachment C – Vendor Forms
11. **Bids submitted after the proposal close date/time or outside of the bidding portal will be rejected/disqualified.**

ATTACHMENT A

Name of Company: _____

Name of Applicant: _____

Form 470: _____

Pricing submitted by: _____

Signature acknowledges review of the e-bidding program for the issuance of any related addenda and further acknowledges the signatory is authorized to provide this pricing:

Signature: _____

Title: _____

Date: _____

Include this page in your proposal. Combine this completed cover page with the submission of your proposal along with Attachments A, B and C as one .pdf file,

ATTACHMENT B
Certifications, Experience & References

Name of Company: _____

Address of principal location: _____

Phone: _____ Fax: _____

FCC Form 498 ID (SPIN)[2]: _____

FCC Registration Number[3]: _____

Responsible contact personnel:

Name	Phone	Email

How many years have your company been in business in its current capacity?_____

How many years has your organization been in business under its present name? _____

Under what other or former names does your company operate? _____

_____

During the last five (5) years, has the Vendor been barred, suspended or otherwise prohibited from participating in the Federal Communication Commission E-Rate (Schools & Libraries) or Rural Health Care Programs?

Yes:_____ No: _____

Does the Vendor's FCC Registration Number have RED light status? Yes: _____ No: _____

Attach a printout of your FCC Registration Number red or green light status from the FCC's Red Light Display System (RLDS)[4]

[2] https://slweb.usac.org/Spin/Search
[3] https://apps.fcc.gov/coresWeb/publicHome.do
[4] ibid

During the last five (5) years, has the Vendor been a party to a lawsuit involving any existing or prior contracts as it relates to services performed or not performed?

Yes:_____ No: _____

If the Vendor responds yes to any of the prior three questions, please provide information concerning the investigation/lawsuit/government action as an attachment to this form.

If the Vendor responded yes to the last question, please provide information pertaining to any monetary damages or exchange of property or services and the state in which the lawsuit was filed.

Experience:

Vendor shall provide a list of three (3) projects of similar type, size and complexity. State project (customer) name, description of work, dollar value, public entity, yes or no, and date using the format below. Projects listed must have been performed within the last five (5) years. Please include additional information with proposal if available.

Project Name	Description of Work	Dollar Value	Public Entity Yes or no	Date

References:

Proposal should provide three (3) references from company owners or management personnel from projects listed above. There must be at least one (1) reference for each project listed.

REFERENCE #1	
Company Name	
Project Name	
Contact Person Name	
Title	
Email	
Phone	

REFERENCE #2	
Company Name	
Project Name	
Contact Person Name	
Title	
Email	
Phone	
REFERENCE #3	
Company Name	
Project Name	
Contact Person Name	
Title	
Email	
Phone	

Certifications:

Employees' certifications pertaining to work are to be included in submittal.

AUTHORIZED BY:

Signature Date

Printed Name Title

ATTACHMENT C
VENDOR FORMS

KILLEEN INDEPENDENT SCHOOL DISTRICT
STANDARD TERMS AND CONDITIONS

The following terms and conditions are requirements that bind the Vendor that is awarded a bid or proposal. These terms and conditions communicate the District's expectations with regard to the Vendor's performance in connection with the District's purchase.

Killeen Independent School District may also be referred to as "Killeen ISD," "Buyer," or "the District" throughout this and related documents.

Vendor may also be referred to as "Supplier," "Seller," "Bidder," or "Contractor" throughout this and related documents.

The words "bids, proposals, competitive sealed proposal, quotes" and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, requests for proposals, quotes, competitive sealed proposals, etc. to which they are attached.

1. Pursuant to Texas Education Code § 44.034(a), contractors or sub-contractors 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. A school district may terminate a contract with a person or business entity if the school 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. TEX. EDUC. CODE § 44.034(b).

   Additionally, pursuant to Texas Education Code § 22.0834, Vendor, to the extent permitted by law, will, at least annually, obtain criminal history record information that relates to an employee, applicant, or agent of Vendor, if the person has or will have continuing duties related to the District, and will have direct contact with students, as set forth in Section 22.0834 and related regulations. Upon request from the District, Vendor shall cooperate with the District to ensure that the District is able to obtain criminal history record information related to such employees, including without limitation, identifying all covered employees or providing such information as the District may request to identify same, and ensuring that all such employees cooperate to provide needed information and fingerprints and other such cooperation needed to allow District to obtain needed information. Vendor shall assume all expenses associated with the background checks, including, upon request, any costs incurred by the District, and shall immediately remove any employee or agent who has been convicted of a prohibited offense under Section 22.0834 or that is indicated as ineligible by the District. The District may determine which employees are covered and which offenses are disqualifying. Vendor understands that failure to comply with the requirements of this section may be grounds for termination of any Agreement.

2. Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. The use of tobacco products is not allowed on school district property.

3. Bid Submittal: The District shall accept electronic bids in accordance with the District's Board-adopted rules as follows: The electronic bidding system will automatically stop accepting bids at the Close Date and Time indicated on the bid document. In those rare instances when bids cannot be completed online, they must be delivered to the Killeen ISD Purchasing Department, 2301 Atkinson Ave, Killeen, TX 76543 by the Close Date and

Time. Killeen ISD is not responsible for lateness of mail, carrier, etc., and the time/date stamp clock in Killeen ISD Purchasing Department shall be the official time of receipt. I mailed or delivered, bid must be submitted in a sealed envelope with Vendor's name, bid name and bid number clearly written on the front of the outer envelope. No faxed bids will be accepted.

NO BIDS WILL BE ACCEPTED AFTER THE CLOSING DATE.

4. Brands and Models: Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit the District's consideration of an approved equal. Descriptive information or samples may be requested for any item bid other than the referenced item.

5. All bid items must be new, unused, and in first-class condition unless otherwise requested by the District. Materials sold to or installed in any Killeen ISD facility are not to contain any asbestos material. Any Vendor who sells or installs asbestos containing material in any Killeen ISD facility shall be liable for and shall be required to bear the entire burden of any or all expenses associated with the removal and replacement of the material.

6. Equivalent Clause: If bidding on other than referenced specifications, Vendor's bid must show the specifications, manufacturer, brand, model, etc. of the product being offered. If other than brand(s) specified is offered, complete descriptive information of each product being offered must be included with Vendor's bid.

   In every case, Killeen ISD, in its sole discretion, will determine if a product is an approved equal. If brands other than that specified are offered, complete descriptive information of said article must be included with the bid. If Bidder takes no exception to specifications or reference date, Bidder will be required to furnish brand names, models, etc. as specified.

   a) Samples, when requested in the bid specifications, must be furnished with the bid, or the bid will be disqualified. When samples are requested after the bid opening, they must be furnished within five (5) school business days of the request at no cost to the District, or the bid will be disqualified. If not destroyed in examination, they will be returned to Bidder on request.

   b) Once the contract is awarded, no substitutions of the products on the orders will be allowed without specific written consent from the Director for Purchasing Services. <u>An approval for substitution on one order does not equate to automatic approval for substitution on subsequent orders</u>. Application of the product must be reviewed for each project, job, and use.

7. Products delivered that are determined by the District not to be of equal or comparable quality to the requested articles shall be promptly picked up by Vendor as requested and scheduled by the District, at no expense to the District, and replaced with the product specified at the same price as bid. Products or services bid and provided under any subsequent orders must conform to appropriate local, State and Federal ordinances, and statutes and regulations governing the manufacture, sale, safety and installation of the products or provision of services.

8. Material Safety Data Sheets ("MSDS"): The District requires product verification in the form of MSDS reports submitted at the time of the bid opening and on any product offered by a vendor if applicable.

9. Evaluation:

a) Evaluation Pursuant to Texas Education Code Section 44.031 for purchases made with non-federal funds: In evaluating qualified bids, the following considerations will be taken into account for award recommendations: (1) purchase price, (2) quality of Vendor's goods or services, (3) reputation of Vendor and Vendor's goods or services, (4) the extent to which the goods or services meet the District's needs, (5) Vendor's past relationship with the District, (6) total long-term cost to the District to acquire Vendor's goods or services, (7) impact on the District's ability to comply with laws and rules relating to historically underutilized businesses, (8) safety and suitability for the intended use, (9) Vendor's delivery capabilities, warranty, and warranty service history, (10) non-responsive, incomplete, and incomprehensible bids, and (11) for a contract for goods and services, other than those goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether Vendor or Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state. The District reserves the right to conduct any tests, evaluations, or comparisons it deems necessary to complete the evaluation process and awards on the basis of best value to the District. The District may award a contract for any or all sections of this bid and/or by individual items or combination of items. The District does not purchase on the basis of low bid alone. The District follows the criteria set forth by statute.

b) Evaluation for purchases made with federal funds: In addition to the criteria stated above in 9.(a), the following considerations will be taken into account for award recommendations: (a) the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals is prohibited, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference; (b) when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract; (c) impact on the District's ability to comply with laws and rules relating to historically underutilized businesses to provide for consideration to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible; (d) for each contract in which there is no price competition, and in all cases where cost analysis is performed, consideration of profit as a separate element of the price shall be made, and to establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

10. The District reserves the right to decrease by 100% and/or increase the quantity listed in the specifications at the same bid price at any time. Contracts may be extended, automatically, for a period of up to four (4) years in one (1) year increments, unless either party provides notification not to extend. The maximum price increase, if services are provided during the extension years, shall not exceed three percent (3%) over the previous year's pricing. This price increase is subject to negotiation for lesser percentages.

11. The District reserves the right to (1) reject any, part of any, or all bids, (2) award the contract

for any item as it may appear advantageous to the District, and/or (3) waive any informalities or irregularities in the bidding process.

12. Killeen ISD, may at its sole option, extend this bid for an additional sixty (60) days from the date of expiration, under the same pricing and terms and conditions, if it is determined by the District that additional time is required to avoid a contract lapse.

13. Killeen ISD is a participating member of numerous cooperatives. As such, Killeen ISD has executed Interlocal Agreements, as permitted under Chapter 791 of the Government Code, with certain other governmental entities authorizing participation in cooperative purchasing programs.

Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

A. Membership. Killeen ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services, and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Killeen ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation to either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

C. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted Vendor. The originating district shall have no responsibilities under the new contract agreement.

14. In absence of a mutually agreed contract document, it is understood and agreed that, once Vendor has taken action to fill a purchase order for any or all items, a contract shall thereby be created pursuant to and subject to these standard terms and conditions set forth herein. To the extent a vendor's terms or conditions differ, Killeen ISD's terms and conditions shall control.

15. The successful Bidder must comply with the following federal laws regarding contracts:

a) Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708.

b) Equal Employment Opportunity Act.

c) Energy Policy and Conservation Act (P.L.94-163).

d) Equal Opportunity and Affirmative Action Employer.

Neither party shall discriminate because of race, color, religion, sex, age, national origin, handicap, or status as a Veteran, as defined and prohibited by applicable government law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning personnel. In addition, Bidder affirms that it is

an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11750; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; and Public Law 95-507.

16. Seller of Package Goods: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, *e.g.,* "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to by the District. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

17. Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

18. Title and Risk of Loss: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery and has taken action to specifically signify that the Buyer accepts the goods as conforming. Mere acceptance of delivery shall not be acceptance as conforming.

19. No Placement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided. Where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

20. Delivery Terms and Transportation Charges: F.O.B. Destination. All freight/delivery charges are to be included in the line-item bid prices. If the shipping and handling costs are not included in the bid price of each line item, the bid cannot be fairly compared and evaluated, and it WILL NOT be considered due to being NOT AS SPECIFIED. No additional freight or delivery charge for line items will be paid on invoice unless agreed to by Killeen ISD. No tailgate or curbside deliveries will be permitted; shipment must arrive at destination with proper equipment to make delivery inside Buyer's building.

21. Killeen ISD is not liable for orders accepted without a purchase order.

22. Place and Time of Delivery: All materials and equipment shall be delivered to 5708 E. Veterans Memorial Blvd., Killeen, TX 76543 as stated on purchase order unless otherwise authorized by the Director of Purchasing. Vendor shall complete delivery of any athletic equipment or athletic supplies within forty-five (45) calendar days of issuance of the purchase order. If delays are foreseen, written notice shall be given to the District, which will take the extensions under advisement, and in such event the District, in its sole discretion, may cancel the purchase order without penalty. Vendors should keep the District advised of the status of orders, as failure to meet delivery dates may result in

removal from the approved bidders/vendors list or may result in the District's non-acceptance or rejection of goods received pursuant to the purchase order at no liability to the District.

23. Inspection Requirements: Final inspection shall be made at the site after delivery. In case of rejection of athletic equipment because of failure to meet contract requirements, or as otherwise provided herein, Vendor shall, without charge, promptly remove such rejected or damaged athletic equipment and replace it by delivering to the same inspection point athletic equipment which meets the contract requirements without any additional expense to the owner for freight or other charges.

24. Invoices and Payments:

a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and be itemized, and transportation charges, if any, shall be listed separately. Each invoice must also include the company name, business address and remit address if different. The delivery by Vendor shall be accompanied by a set of commercial invoices (one original and one duplicate copy) on the Vendor's regular invoice form. Payment will not be made on partial shipments of purchase orders unless the invoice only indicates the items that were shipped. Payments will be made within thirty (30) days. Vendors should keep the District's Accounts Payable Department advised of any changes in remittance address by providing notice to the following address: Killeen Independent School District, Attn: Accounts Payable, 200 N. W.S. Young Drive, Killeen, TX 76543. In the event the seller fails to provide an invoice after 180 days, the District will close the purchase order and consider the matter settled.
Unless a longer period is specified in an individual contract or purchase order, Vendor shall maintain all records related to a contract with the District for five (5) years after the school district makes final payment and all other pending matters are closed.

b) Do not include Federal Excise, State or City Sales Tax. Killeen ISD is exempt from taxation under the Sales Tax and Use Tax Laws. A tax exemption number is listed on all purchase orders or will be provided by the Purchasing Services Department upon request.

c) Killeen ISD is subject to the Texas Prompt Payment Act, Texas Government Code Chapter 2251. Vendor may not charge any interest, except as permitted under such Act.

25. Gratuities: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the school district with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer, pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

26. Warranty Price:

a) The price to be paid by Killeen ISD shall be that contained in Vendor's offer which

Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to Vendor's current prices on orders by others, or in the alternative, Killeen ISD may cancel this contract without liability to Vendor whatsoever.

b) Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Vendor for the purpose of securing business. For breach or violation of this warranty, Killeen ISD shall have the right, in addition to any other right or rights, to cancel this contract,

price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

27. Warranty Products: Seller shall not limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

28. Safety Warranty: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

29. No Warranty by Buyer Against Infringements: As part of this contract for sale, Vendor agrees to ascertain whether goods manufactured in accordance with the specifications included in this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Killeen ISD makes no warranty that the production of goods according to the specification(s) will not give rise to such a claim, and in no event shall Killeen ISD be liable to Vendor for indemnification in the event that Vendor is sued on the grounds of infringement or the like. If Vendor is of the opinion that an infringement or the like will result, he/she will notify Killeen ISD to this effect in writing within two (2) weeks after signing of this agreement. If Killeen ISD does not receive notice and is subsequently held liable for the infringement or the like, Vendor will indemnify and hold Killeen ISD harmless. If Vendor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract may be null and void, at Killeen ISD's sole option, at which time Killeen ISD may pay Vendor the reasonable cost of his/her search as to infringements.

30. Cancellation: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that Buyer may have in law or equity.

31. Termination: The performance of work under this contract may be terminated in whole or

in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth herein.

Notwithstanding any other provision herein or within any other contract document or purchase order, the District shall have the right to terminate any Agreement or Contract with or without cause upon 10 days' notice to Vendor.

Valid causes for immediate termination of this contract by the District for cause include, but are not limited to:

a) Lack of funds by the District. Lack of funds includes, but is not limited to, non- appropriation and/or non-availability of funds.

b) Non-compliance with any federal regulations including, but not limited to the "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and the "Energy Policy and Conservation Act" by Grantee.

c) Failure to meet bidding specifications as determined by Killeen ISD.

d) Failure of the successful Bidder to deliver the item(s) within the specified time.

e) Delivery of items on two (2) or more occasions that are rejected by the District.

f) In the event that Bidder becomes insolvent or commits act of bankruptcy, Bidder shall notify the District in writing immediately.

g) Breach of warranties or service agreements.

h) Breach by Bidder of any term or condition of the contract.

i) Any attempt by the successful Bidder to misrepresent the product or service provided. (i.e., listing a product as the product ordered on the statement of charges and shipping a non-approved alternate.)

j) Any unethical business practice or attempt to misrepresent or commit fraud against the District.

The basis for settlement prior to completion of the contract will, at Killeen ISD's discretion, be non-payment to the successful Bidder (Grantee), assessment of liquidated damages, and any other remedy at law or in equity available to Killeen ISD. Bidder agrees that this is a reasonable cost to compensate KISD for time and effort involved in procuring replacement products, goods, or services, which cost would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude Killeen ISD from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to Killeen ISD.

Violation or breach of the federal requirements entitled "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and "Energy Policy and Conservation Act" may be grounds for termination of the contract and for debarment from future bidding.

32. Data Confidentiality: The parties acknowledge that use of some or all personally identifiable

information from education records ("Staff/Student Data"), is subject to the Family Educational Rights and Privacy Act, ("FERPA") and/or other federal and state statutory protections, including but not limited to the Individuals with Disabilities Act ("IDEA") and the Health Insurance Portability and Accountability Act ("HIPAA");

Vendor and each of Vendor 's employees, representatives, and agents with access to

Vendor's information must agree to abide by the confidentiality provisions surrounding the use and dissemination of student educational records and information as contained in FERPA and its implementing regulations found at 34 CFR Part 99. Vendor also agrees that Vendor may be held professionally and personally liable for any violation of FERPA.

Regarding Staff/Student Data and associated documentation used in connection with any software license provided under this Agreement, Vendor: (1) shall use the Staff/Student Data only for the purpose of satisfying the scope and intent of this Agreement; (2) shall secure the Staff/Student Data; (3) shall limit access to Staff/Student Data to only those individuals with legitimate interests and (4) shall destroy or return the Student Data when the information is no longer needed for the purposes for which the Staff/Student Data was collected, within the specified time period set forth herein after termination of this Agreement.

To the extent Staff/Student Data is stored on Vendor 's servers or computers, or in the physical offices of Vendor, Vendor shall employ industry best practices, by providing appropriate technical, physical, and administrative safeguards to properly protect the District's Staff/Student Data from unauthorized physical and electronic access. Vendor also covenants, agrees, and warrants that it will:

a. Protect all Staff/Student Data using appropriate, state-of-the-art computer technology.
b. Destroy or return the data at termination of this Agreement.
c. Use the Staff/Student Data shared with it only among its officers, employees, or agents on a need-to-know basis, and solely for the purposes stated in this Agreement.
d. In the event of a data breach, the Vendor shall immediately notify the District and take any and all actions to mitigate the extent of the breach and fully cooperate with the District to comply with state and federal laws in connection to repairing or mitigating the effects of a breach.

Upon termination of this Agreement, Vendor shall return to the District all Staff/Student Data delivered to it or collected during the course of this Agreement in a readily convertible format. Any software services provider shall certify in writing within five (5) business days that all copies of the Staff/Student Data stored on Vendor's servers, ·computers, backup servers, backup media, or other media including paper copies have been returned to the District, and/or permanently erased or destroyed using industry best practices to assure complete destruction. "Permanently erased" for purposes of the Agreement shall mean that the Staff/Student Data have been completely overwritten and are unrecoverable. File deletions or media high level formatting operations do not constitute a permanent erasure.

Compliance with Applicable Laws and Regulations. Vendor and/or software provider shall comply with all applicable federal laws and regulations protecting the privacy of staff/students including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPA), Individuals with Disabilities Act (IDEA) and the Health Insurance Portability and Accountability Act (HIP AA).

Vendor acknowledges and agrees that District Data will not be stored outside the United States, including any backups or copies of Vendor Data, without prior written consent from the Vendor.

33. Other Contractual Obligations: For contracts awarded in excess of $10,000.00 by the school district, the successful Bidder, and their contractors or subgrantees must be in compliance with Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60) - Executive Order 11246, as amended, prohibiting job discrimination because of race, color, religion, sex, or national origin, and requiring affirmative action to ensure equality of opportunity in all aspects of employment.

The successful Bidder must agree to provide to the school district, the Texas Education Agency, the Comptroller General of the United States, or any other duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The successful Bidder must also agree to maintain all required records for five (5) years after the school district makes final payment and all other pending matters are closed.

For contracts awarded by the school district for $2,500.00 or more, the successful Bidder and subgrantees must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 C.F.R., Part 5) Section 103. Each Contractor is required to compute wages of every laborer and mechanic on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of eight hours per day or forty hours per week shall be compensated at a rate of not less than 1.5 times the basic rate of pay. No Contractor may require a laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

Successful bidders must comply 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 (P.L. 94-163).

For contracts awarded by the school district for construction and repair, the successful Bidder and subgrantees must include a provision in the contract and sub-grants for compliance with the Copeland "Anti-Kickback" Act. This Act provides that each Contractor or sub-grantee shall 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/she is otherwise entitled.

For all construction contracts in excess of $2,000.00, the successful Bidder and subgrantees shall include a provision for compliance with the Davis-Bacon Act. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages established by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

34. Right to Assurance: In the event the District, in good faith, has reason to question the Vendor's intent to perform under the contract, the District may demand that the Vendor

provide written assurance of its intent to perform. In the event that a demand is made, and no assurance is provided within five (5) business days, the District may treat this failure as an anticipatory repudiation of the contract.

35. Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, land sinkage, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

36. Assignment Delegation: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

37. Waiver: The waiver by either party of a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of the remaining provisions. Notwithstanding anything contained herein to the contrary, no provision herein may be construed as a waiver of the District's sovereign immunity.

38. Governing Law and Venue: This Agreement shall be construed and governed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Both parties agree that venue for any litigation arising from this contract shall lie in Bell County, Texas.

39. Prohibition Against Personal Interest in Contracts: Any School Board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.

For Vendor or other person doing business with local governmental entity:

A Conflict of Interest Questionnaire must be 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 seventh (7th) business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006, 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.

The Conflict of Interest Questionnaire (Form CIQ) reflecting the newly updated law for a vendor doing business with local governmental entity is attached hereto.

40. Penalties for Non-Performance: If, at any time, Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, Killeen ISD, without limitation to any other rights contained herein, reserves the right to:

a) Purchase on the open market and charge Contractor the difference between contract and actual purchase price; or

b) Deduct such charges from existing invoice totals due at the time; or

c) Cancel the contract within ten (10) days by written notification of intent.

41. Liens: All goods delivered, or labor performed under this contract shall be free of all liens and upon request, a formal release of all liens will be delivered to the District.

42. Vendor agrees to abide by and comply with the District's Board Policies, rules, and regulations.

43. For any proposed multi-year Agreement by and between the District and any Vendor, should the District's Board of Trustees not approve funds for such Agreement, the Agreement shall automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation of the District.

44. Contracts Under Federal Awards: In addition to the terms and conditions herein provided, all contracts made by the District with a vendor under a Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000.00, 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.

(B) All contracts in excess of $10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

The District may terminate or cancel any purchase order/this Contract at any time, with or without cause. If this Agreement is terminated in accordance with this Paragraph, the District shall only be required to pay Vendor for goods/services delivered to the District prior to the termination and not otherwise returned in accordance with the return policy. If the District has paid Vendor for goods/services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(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 $2,000.00 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 C.F.R. 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 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(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 $100,000.00 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 C.F.R. 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.

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

(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").

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (*see* 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989

Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000.00 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 by31
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.

(J) Procurement of Recovered Materials. For all contracts greater than $10,000.00, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and any implementing

regulations where applicable and provide such information and certifications as the District may require confirming estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. 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 $10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.00; 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.

(K) Small, Minority, Women's Business Enterprises, and Labor Surplus Affirmative Steps. If any subcontracts are to be let by the Contractor, Contractor will be required to shall take affirmative steps to encourage participation by and facilitate contracting with small and minority businesses, women's business enterprises and labor surplus area business firms as set out in 2 C.F.R. 200.321. The affirmative steps include the following: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

(L) Profit as a Separate Element of Price. For purchases using federal funds in excess of $250,000.00, the District may be required to negotiate profit as a separate element of the price. *See*, 2 C.F.R. 200.32(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the award pricing, including any applicable discount, under any contract with a purchasing cooperative that Vendor may have that was used with the procurement.

(M) Copyright. All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.

(N) For all professional services contracts paid with federal funds, the contract will contain the following provisions:

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period. Each invoice must include the company name, business address and remit address if different.
4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.
5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract identifies the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract identifies and lists only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

(O) The Vendor also represents and warrants compliance with the following:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an

educational institution (20 U.S.C. 1232g).

7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).

8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).

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

10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.

11. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).

12. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.

13. Pursuant to Texas Education Code section 44.034, Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

14. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.

45. Pursuant to Texas Government Code Chapter 2270, Vendor represents and warrants to the District that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

46. Vendor must comply with Senate Bill 252, which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller in order to do business with the District.

47. Vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Vendor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

48. Vendor represents and warrants to District that Vendor does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

49. Vendor represents and warrants to District that Vendor does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

50. Pursuant to Texas 89th Legislative Session Senate Bill 12 effective September 1, 2025 regarding parental rights in public education, including requirements and prohibitions regarding instruction, diversity, equity, and inclusion duties; assistance with District student societal transitioning and student clubs. As part of the legislation, the Board of Trustees for the Killeen Independent School District must notify all district contractors to comply with the following requirements:

1. Except as required by state and federal law, employees and contractors may not assign diversity, equity, and inclusion duties to any person, and the District hereby prohibits a district employee, contractor or volunteer from engaging in diversity, equity, and inclusion duties at, for or on behalf of the District.
2. An employee or contractor who intentionally or knowingly engages in or assigns diversity, equity, and inclusion duties to another person will be appropriately disciplined, up to an including termination.
3. No employee may provide or allow a third party to provide instruction, guidance, activities, or programming regarding sexual orientation or gender identity to students enrolled in Prekindergarten through grade 12.
4. The Killeen Independent School District board policies are referenced at https://www.killeenisd.org/page/school-board

51. Pursuant to Section 231.006 of the Texas Family Code, Vendor represents and warrants to the District that the Vendor or business entity is not ineligible to receive the specified grant, loan, or payment and acknowledges that a contract with the District may be terminated and payment may be withheld if this is inaccurate.

52. For the term of this Agreement, Vendor must have and maintain current licenses, permits, fees, business certificates and similar authorizations required by the Cities of Killeen, Harker Heights, Nolanville, Fort Cavazos, Bell County, and the State of Texas to conduct business and provide awarded goods and/or services to the District. Upon request of the District, Vendor shall provide copies of all licenses, business certificates, permits, and fees as being paid and current that are required to do business by the city, county, and State for the type of business Vendor provides or seeks to provide to the District.

53. Vendor represents and warrants that Vendor shall maintain any insurance policies required by and in accordance with any insurance requirements in the underlying Request for Proposal. Vendor further agrees to make the certificates of insurance and insurance policies available to the District upon request.

The successful bidder, or proposer, shall, at his/her own expense provide and maintain insurance in a company rated no less than "A" by A.M. Best and Company, and in a company licensed to sell insurance as an "admitted carrier" in the State of Texas. Said insurance shall be evidenced by a Certificate of Insurance, delivered to the District, indicating the limits of coverage, and naming the Killeen Independent School District as an additional named insured on all policies. The District reserves the right to require higher limit is of coverage depending on the size, scope, and nature of a contract.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability - B.I. by accident B.I. by disease B.I. by disease	$1,000,000/accident $1,000,000/person $1,000,000/aggregate

General Liability	$2,000,000/ aggregate $2,000,000/products/comp.op $1,000,000/personal injury/adv. lia. $1,000,000/per occurrence $100,000/fire damage $10,000/medical expense
Automobile Liability: Bodily Injury Property Damage OR Combined Single Limit Hired & Non-Owned Auto	 $1,000,000/per person $1,000,000/per accident $1,000,000/per accident $750,000/per accident Same limit as owned autos

Additional Contractual Requirements: Contractual Liability, Blanket waiver of subrogation – all policies, and Deletion of explosion, collapse, and underground exclusion.

Successful bidder must furnish a copy of insurance acceptable to KISD before starting work and these Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to Killeen ISD and to bidder. Certificates shall also indicate any exclusions or policy limitations, other than standard exclusions, which may substantially affect the terms and

conditions of this contract. Killeen Independent School District shall be named as an additional named insured on all policies other than worker's compensation. Insurance must remain in effect for the duration of this contract. Said certificate shall be delivered within 14 days of the date of the award notification if not included with bid.

ATTACHMENT C
CERTIFICATION OF RESIDENCY

Chapter 2252 of the Texas Government Code relates to Resident versus Nonresidents and the requirements governmental entities must follow when awarding contracts to Nonresidents.

"Resident" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principle place of business in this state.

"Nonresident" refers to a person who is not a resident.

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

"A governmental entity may not award a governmental contract to a nonresident unless the nonresident underbids the lowest bid submitted by a responsible resident by an amount that is not less than the amount by which a resident would be required to under the nonresident to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." TEX. GOV'T CODE 2252.002.

Please complete the appropriate statement below:

A. I certify that_____is a Resident of Texas as defined in
(Company Name)

Texas Government Code Chapter 2252.

B. I certify that_____is a Nonresident of Texas as defined
(Company Name)

in Texas Government Code Chapter 2252. Our principal place of business is:
_____.
(City and State)

Signature:_____

Printed Name: _____ Date: _____

☐ I do not have a business relationship with the Killeen Independent School District, so this form is not applicable.

Vendor Name:_____Signature:_____Date:_____

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

Name of signatory	Signature	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.

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.

Please select one of the following:

- ☐ 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):

  _____

  Details of Convictions(s):

  _____
  _____
  _____

Vendor Name: _____

Authorized Company Official's Name (printed): _____

Signature of Company Official: _____

Date: _____

Killeen Independent School District

Non-Collusion Statement/Suspension Debarment

Signature Page/Non-Collusion Statement

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

Proposer (signature): _____

Proposer (printed): _____

Suspension and Debarment Statement

Non-Federal entities are prohibited 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 of goods or services equal to or in excess of $100,000. Vendors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

The undersigned affirms that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule.

Proposer (signature): _____

Proposer (printed): _____

Date: _____

Vendor: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Position With Company: _____

Signature of Company Official
Authorizing this Proposal: _____

Killeen Independent School District
Vendor Verification 2270.002 Texas Government Code

Pursuant to the provisions of Chapter 2270 of the Texas Government Code, I , _____, the undersigned authorized representative of _____ (hereafter referred to as "Company") do hereby verify, warrant and represent that the Company (1) does not boycott Israel currently; and (2) will not boycott Israel during the term of the contract referred to below that the Company has with Killeen Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, 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; and*
2. *"Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include sole proprietorship.*

Signature: _____
Printed Name: _____
Title: _____
Date: _____
Bid #:_____

If any of the following are agreed to by the vendor, the above verification form is not required pursuant to Chapter 2270 of the Texas Government Code.

_____ I agree I am a sole proprietor.

_____ I agree I do NOT have 10 full-time employees.

_____ I agree the resulting contract does NOT have a value of $100,000 or more to be paid by the District to the Vendor.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Contractor Criminal Background SB9 Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history records on covered employees. Covered employees with disqualifying convictions are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474. The district has no input to, or control of the DPS process.

Definitions: *Contractor:* Vendor or individual that is entering into a business relationship with the District.

Covered Employee: Employees of a contractor who have or will have *continuing duties* related to the service to be performed at the District, and have or will have *direct contact* with students. The District will be the final arbiter of what constitutes continuing duties or direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the District; or (2) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penalty Code; (b) an offense for which the defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor certify to Killeen ISD ("District") that [Check one]:

[ ] None of Contractor's employees are *covered employees,* as defined above. I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[ ] Some or all of Contractor's employees are *covered employees. If this box is selected*, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Education Code, Chapter 22.

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

Submitter's Signature: _____ Date: _____

Submitter's Name & Title: _____ Company Name: _____

This form is required to be completed and signed; however, only the successful Proposers will be required to comply with requirement set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/ fingerprinting shall be at the contractor's expense.

This sheet must be completed, signed, and returned with Prime Contractor's submittal

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

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

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

5—A corporation.

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

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

8—A real estate investment trust.

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

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

11—A financial institution as defined under section 581.

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

13—A trust exempt from tax under section 664 or described in section 4947.

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

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

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

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

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) ***must*** *submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.*

Section 1 - Penalties for Failure to Disclose Required Information

A person commits an offense, a Class B misdemeanor, if the person fails to disclose information required to be disclosed under TEC §22A.055. Additionally, a determination that an employee or person providing services failed to disclose information required to be disclosed by a person under TEC §22A.055 is grounds for termination of employment or service.

Section 2 – Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes ☐ No ☐
Do you consent for release of your prior employment records? *Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.*	Yes ☐ No ☐

Section 3 – Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes ☐ No ☐
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes ☐ No ☐

Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?: • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; *Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendre), probation, suspension, or deferred adjudication.* *Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.*	Yes ☐ No ☐
Have you ever been investigated by a licensing authority or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?	Yes ☐ No ☐
Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?	Yes ☐ No ☐
Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency.	Yes ☐ No ☐
If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.	

Section 3 – Declaration of Applicant

Name (First, Middle, Last) | Date of Birth

Address (House/Unit # and Street Name)

Address (City, State, Zip Code) | County

Signature | Date Signed