



Eanes Independent School District  
Purchasing Department  
601 Camp Craft Road  
Austin TX 78746  
512-732-9036  
512-732-9038 Fax

REQUEST FOR PROPOSAL (RFP)  
Commercially Prepared Pizza  
RFP # 201617-001

The Eanes Independent School District (“District”) invites qualified entities to submit a sealed Proposal for hot, fresh, Commercially Prepared Pizza for service in District campus cafeterias. The Request for Proposal can be reviewed and downloaded at the following website:

<http://www.eanesisd.net/departments/business/purchasing>

**Please be aware that as part of this proposal you will be required to deliver one (1) pizza of each variety to the Westlake High School Cafeteria at 11:00 AM on Thursday June 09, 2016.**

If you are interested, the District invites your firm to submit a Proposal Response to the EISD Purchasing Office on Thursday June 09, 2016 @ Noon. The envelope containing your Proposal Response should be plainly marked:

Proposal Response for  
Commercially Prepared Pizza  
RFP # 201617-001

The Board of Trustees reserves the right to reject any and/or all Proposal, to award one or more contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

Proposals must remain valid for a period of ninety (90) days following the deadline for receipt of Proposals.

Sincerely,

Sylvie Pouget  
Purchasing Coordinator, Eanes ISD

## SCOPE

It is the intent of this Request for Proposal to establish the terms, conditions and prices for hot, fresh Commercially Prepared Pizza to be delivered to Eanes ISD campus locations for service during lunch periods. Delivery quantities, times, dates and locations will be negotiated between the District and the successful Proposer.

## TIMELINE

May 28, 2016	RFP Issued
June 06, 2016	Deadline for Questions <ul style="list-style-type: none"><li>○ Questions should be addressed to Steve Stracke, Director of Child Nutrition at <a href="mailto:sstracke@eanesisd.net">sstracke@eanesisd.net</a></li></ul>
June 09, 2016 @ 11:00 AM	Samples to be Delivered to: <ul style="list-style-type: none"><li>○ Westlake High School Cafeteria 4100 Westbank Drive Austin, TX 78746</li></ul>
June 09, 2016 @ Noon	RFP Due @ EISD Administration Office <ul style="list-style-type: none"><li>○ 601 Camp Craft Road Austin, TX 78746</li></ul>
June 21, 2016	Contract award

## CHECKLIST

### ITEMS TO BE PROVIDED WITH ALL PROPOSAL SUBMITTALS

- **Cover Letter**
- **Offeror's Questionnaire & Information Form** must be completed in its entirety.
- **Attachments/ Exhibits** must be reviewed, signed and returned.
- **References.** List of 3 references (preferably school districts) that we may contact, including detailed explanation of experience in similar engagements.
- **Proposal.** Your proposal for work described herein and your response to the requested information and questions.
- **Pricing.** Your pricing must be on the form provided as Section IV along with any supporting documentation you feel is necessary.
- **W-9 Form**

## SECTION I General Instructions

1. **Description:** It is the intent of this Request for Proposal to establish the terms, conditions and prices for Commercially Prepared Pizza Eanes ISD campuses for service during lunch periods.

2. **Submission of Proposal:**

- 2.1 Proposal is to be sealed and returned in an envelope marked on the outside with the Proposer's name, address and **Proposal number (RFP #201617-001)**.
- 2.2 Proposal must be returned to the following address in sufficient time so as to be received and time stamped on or before the time and date shown on this Solicitation:

**Eanes Independent School District  
Purchasing Department  
601 Camp Craft Road  
Austin, TX 78746**

- 2.3 Proposal shall represent a true and correct statement and shall contain no cause for claim of omission or error.
- 2.4 Proposal will not be considered received unless the Proposal is physically received within the Purchasing Department at the address listed above prior to Proposal opening.
- 2.5 Late Solicitation Responses will not be considered under any circumstances.

3. **Questions:**

- 3.1. Any explanation desired by a Proposer regarding the meaning or interpretation of this Solicitation, or any forms included herein, must be requested in writing to the Purchasing Coordinator identified on the face of this Solicitation with sufficient time allowed for a reply to reach Proposers before the submission of a Proposal.
- 3.2. No contact shall be made with the District requestor unless specifically authorized by the Purchasing Coordinator. Failure to comply with this requirement may be grounds for rejection of a Solicitation Response.

4. **Proposal Response:**

- 4.1 The District will be accepting Proposal Responses until **June 09, 2016 at NOON**.
- 4.2 Proposal must contain:
  - 4.2.1 The Proposal Response Form in Section IV in its entirety;
  - 4.2.2 Certifications/ Representation Documents;
  - 4.2.3 Any additional documents required by the Solicitation;
- 4.3 **W-9 Taxpayer Identification Number.** Proposer shall submit with their Proposal Response a copy of a W-9 Proposer Identification Number Certification to expedite the payment process if awarded a contract. A copy of the form can be found at <http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.
- 4.4 Faxed or other electronic submission is prohibited unless specifically authorized in this Solicitation.
- 4.5 The District reserves the right to reject any Proposal Responses that the District considers inappropriate. The District shall be the sole judge of acceptable Proposal Responses.
- 4.6 Proposals submitted are encouraged to be in type-written or in print format. Illegible Proposal may be rejected.

5. **General Terms, Conditions and Requirements for Solicitations.** This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only, and are not attached as part of this Solicitation. It is the responsibility of the Vendor to ensure that these documents are read and understood. A copy may be obtained at <http://www.eanesisd.net/departments/business/purchasing> or by contacting the Purchasing Coordinator.

- 5.1 Texas Education Code 44.031.
- 5.2 Purchasing and Acquisition, EISD Policy CH (Legal).

- 5.3 Purchasing and Acquisition, EISD Policy CH (Local).
- 5.4 General Provisions for Purchasing Solicitations and Contracts.

**6. Term of Contract.**

- 6.1 Contracts created by this Solicitation shall be in effect from the date of award .
- 6.2 This will be a one-year contract, with up to four (4) annual renewals, if agreed upon in writing by both parties.
- 6.3 Termination for Cause and Termination for Convenience provisions are set forth in the District's General Terms and Conditions for Solicitations published at <http://www.eanesisd.net/departments/business/purchasing>

**7. Evaluation, Negotiations and Award.**

- 7.1 Each Proposal Response will be evaluated based on the requirements set forth in Section II, Special Instructions.
- 7.2 Vendors are encouraged to submit Proposal as soon as possible.
- 7.3 This is a Negotiated Procurement, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with any Proposer prior to an award.
- 7.4 Awards will be made to Proposers that have received an acceptable evaluation rating on all criteria.

**8. Type of Contract.** Firm-Fixed Price. Prices shall remain firm for the life of the contract.

**END OF SECTION I**

## Section II Special Terms & Conditions

1. This offer is intended to be used to provide Eanes ISD with their requirements for Commercially Prepared Pizza, in accordance with specifications and conditions embodied in this inquiry.
2. **Samples will be required as part of this solicitation process.** The offeror will be required to deliver one (1) pizza of each variety specified to the Westlake High School Cafeteria at 4100 Westbank Dr., at 11:00 AM on Thursday June 09, 2016. You will be evaluated on timely arrival, temperature of pizza, and quality of pizza, price and reputation.
3. The Contract period will from August 1, 2016 through August 2, 2017, with up to four (4) annual renewals if agreed upon in writing by both parties.
4. Quantity requirements will be finalized at the time of contract award. The actual quantities may vary due to participation and availability of commodities. EISD reserves the right to increase or decrease quantities as need dictates. Suppliers are expected to carry sufficient inventories during the Contract period to cover needs of EISD.
5. The use of brand names and manufacturers are for the purpose of brevity in establishing type and qualities of merchandise required and are not restrictive. Manufacturer, trade, and or brand name must be indicated on each item and descriptions and ingredients must be included with the Proposal. Private brands, special blends, or new offerings must be approved before submittal.
6. **A copy of your valid Food Manufacturer license or Food Wholesaler license must accompany your response. Failure to submit the appropriate license with your Proposal response will disqualify your Proposal from consideration. If your company is awarded this proposal and your license expires during the contract period, a copy of the renewed license must be given to EISD as soon as it is available. Failure to keep a copy of your valid license on file with EISD is grounds for contract termination.**
7. All items delivered shall be subject to inspection and/or rejection by EISD for un-servable conditions such as overcooking, undercooking, uneven topping distribution, temperature violations, less toppings than specified, and other conditions that would prevent the product from selling the end-user including safety violations and aesthetic. Deliveries must be received at 135° F (57° C) or higher. The shipping container must be able to maintain this temperature, and it must be undamaged. Suppliers must have a HACCP plan or other means of documenting proper cooking methods and temperatures.
8. By signing and submitting this Proposal, Vendor agrees to hold proposal prices open for 90 days after the deadline.
9. Orders shall be delivered F.O.B. Destination, inside within the time specified.
10. Vendor shall furnish goods and services in strict compliance with the General Conditions, Special Conditions, and Specifications.
11. Payment(s) will only be made from an original invoice. Payment will not be made from a statement. The Vendor shall submit separate invoices at the time of each delivery. Invoices shall be itemized and transportation costs, if any, shall be listed separately. An invoice shall accompany each delivery with the name of the school, the number of units, unit price, and total price of the ticket, and shall be signed by the food service manager or designee on site.

12. Invoices shall be emailed to:  
[accountspayable@eanesisd.net](mailto:accountspayable@eanesisd.net)
13. Do not include Federal Excise, State or City Sales Tax, EISD shall furnish a tax exemption certificate.
14. EISD agrees to notify the supplier of an error or contested invoice within the time periods required under Texas Government Code Chapter 2251.
15. Evaluation Criteria for this RFP shall be as follows:
  - a. Price 35%
  - b. Reputation 20%
  - c. Quality of Product 20%
  - d. Delivery Service 20%
  - e. Past Experience with EISD 5%

**END OF SECTION II**

## Section III Offeror Questionnaire and Signature Page

### 1. Vendor Information

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

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

City/State/Zip: \_\_\_\_\_

Web Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

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

Fax Number: \_\_\_\_\_

#### 1.1 Company Information

Does your company accept Purchase Orders as a payment method?  Yes  No

Does your company accept Purchase Order via e-mail?  Yes  No

If yes, email \_\_\_\_\_

Does your company offer on-line ordering?  Yes  No

#### 1.2 Please list any exclusion, exceptions or special conditions of your offering:

### 2. Vendor References

The Proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. It is recommended that the Vendor show school districts or other local government organizations equal to EISD in size and structure, if possible. To expedite the contract award,

e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for Proposal disqualification.

1. Company Name: \_\_\_\_\_

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

Contact: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

2. Company Name: \_\_\_\_\_

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

Contact: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

3. Company Name: \_\_\_\_\_

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

Contact: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

**3. Response Checklist**

- Completed Section III, Items 1 through 4
- Food Manufacturer license or Food Wholesaler license
- All certifications and representations listed in Section V. Additionally, Proposer's current Insurance certificates showing workers' compensation, automobile, and commercial general liability coverage must be provided with Proposal response.

**4. Proposer's Certification**

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Proposal Solicitation, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying Proposal form(s).

Proposers Signature \_\_\_\_\_ Date \_\_\_\_\_



## Section IV Specifications and Pricing

### Commercially Prepared Fresh Pizza

Variety	Price Per Pizza
<b>Cheese</b>	\$
<b>Pepperoni</b>	\$
<b>Vegetarian</b>	\$
<b>Specialty Pizza (Optional, Gluten Free, Wheat)</b>	\$

- 16" Extra Large Pizza
- Cut into 8 uniform slices
- Delivered to the following locations:
  - Westlake High School - 4100 Westbank Drive, Austin Texas 78746
  - Hill Country Middle School - 1300 Walsh Tarlton, Austin Texas 78746
  - West Ridge Middle School - 9201 Scenic Bluff Drive, Austin Texas 78733
- Product must arrive inside a 5-minute window on each delivery. Pizza must be 135° F at delivery. Any pizza not meeting the requirements of delivery time, temperature, or uniformity of slices is to be returned to vendor for full credit or replacement as per the Eanes ISD Director of Child Nutrition.
- By way of example, and with details subject to adjustment by the District, a sample daily order may appear as follows:

#### Westlake High School:

- A Lunch 60 Pizzas Arrival Time 10:30 to 10:34
- B Lunch 60 Pizzas Arrival Time 11:30 to 11:34

#### Hill Country Middle School:

- A Lunch 35 Pizzas Arrival Time 10:57 to 11:01
- B Lunch 35 Pizzas Arrival Time 11:45 to 11:49
- C Lunch 35 Pizzas Arrival Time 12:31 to 12:35

#### West Ridge Middle School:

- A Lunch 35 Pizzas Arrival Time 10:37 to 10:41
- B Lunch 35 Pizzas Arrival Time 11:25 to 11:29
- C Lunch 35 Pizzas Arrival Time 12:11 to 12:15

- **Please note that quantities and delivery times are subject to change.**
- **An authorized employee of the Child Nutrition Department at that site must sign all invoices at the time delivery is made.**
- **One vendor will be selected.**
- **Product must have brand name recognition with students.**
- **Exceptions to the proposal terms, conditions and/ or pricing should be reflected on the Deviation Form.**

Proposers Signature \_\_\_\_\_ Date \_\_\_\_\_

**SECTION V**  
**Certifications/Representations**

- 1) Deviations
- 2) Suspension or Debarment Certificate
- 3) Felony Conviction Notice
- 4) Certificate of Residency
- 5) Conflict of Interest Questionnaire [Update with Nov. 2015 issued form]
- 6) EDGAR Certifications for Federally Funded Purchases
- 7) HB 1295 Instructions
- 8) Include Proposer's proof of Insurance Coverage



## SUSPENSION OR DEBARMENT CERTIFICATE

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 for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

1. Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034 of the Texas Education Code, and
2. Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (\_\_\_\_.36)

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Company Official Signature: \_\_\_\_\_

Please Print Company Officials Name: \_\_\_\_\_

Title of Official: \_\_\_\_\_

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

**Eanes Independent School District**  
601 Camp Craft Road, Austin Texas 78746

**FELONY CONVICTION NOTICE**

Senate Bill 1 passed by the State of Texas Legislators, 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 owners 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 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 disclosure is not required of a publicly-held corporation (option A).

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction had been reviewed by me and the following information furnished is true to the best of my knowledge (select one answer).

Vendor’s Name: \_\_\_\_\_

Authorized Company Officer’s Name: (please print) \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature of Company Officer: \_\_\_\_\_

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

Signature of Company Officer: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Details of Conviction: \_\_\_\_\_

\_\_\_\_\_

**ALL VISITORS TO ANY EANES ISD BUILDING WILL BE REQUIRED TO PRESENT A PICTURE ID AND BE ENTERED INTO THE VISITOR MANAGEMENT SYSTEM IN ORDER TO RECEIVE A VISITOR’S PASS. NO VISITOR WILL BE ALLOWED ENTRY WITHOUT A VISITOR’S PASS.**

Signature of Company Officer: \_\_\_\_\_

## CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.

<http://www.capitol.state.tx.us/statutes/docs/GV/content/htm/gv.010.00.002252.00.htm>. This law makes it necessary for Eanes ISD to determine the residency of its bidders. In part, this law reads as follows:

Section: 2252.001

(3) 'Non-resident bidder' refers to a person who is not a resident.

(4) 'Resident bidder' 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 principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than 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 the nonresident's principal place of business is located."

I certify that

\_\_\_\_\_  
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

\_\_\_\_\_ Resident Bidder      \_\_\_\_\_ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ in the state of \_\_\_\_\_.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

EDGAR CERTIFICATIONS  
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Eanes Independent School District ("EISD") expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and [name of vendor] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

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

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

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

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

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

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report



all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance

with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

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#### CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

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

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#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

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#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

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

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

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

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

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

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

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

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

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

## **CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

**Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to vendor’s response to this solicitation.**

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

**“Interested Party”** means a person:

- a) who has a controlling interest in a business entity with whom the District contracts;  
or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

**“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

**As a “business entity,” all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.**

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with the District by attaching the completed form to the vendor’s solicitation response.

The District must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract. After the District acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from the District.