



# **NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT**

## **REQUEST PROPOSALS**

**FOR:**

**RFP #23-09**

**Establishing a supply agreement for the purchase of liquefied petroleum gas (LPG) for NBISD.**

**RFP DEADLINE: March 29, 2023 by 2:00 p.m.**



## NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT

RFP #23-09

Establishing a supply agreement for the purchase of liquefied petroleum gas (LPG) for NBISD.

DUE NOT LATER THAN: March 29, 2023 by 2:00 p.m. at the

ADMINISTRATION CENTER

1000 N. Walnut

New Braunfels, Texas 78130

Public Opening of Proposals (at 2:30 p.m.)

Location: Education Center

430 Mills street

New Braunfels, TX. 78130

For questions regarding this Request for Qualifications, please contact:

Lydia Seigal

Purchasing/Contract Specialist

lydiaseigal@nbisd.org

All questions shall be submitted by **12:00 PM on, March 20th 2023** and will be posted on the District website at: <https://www.nbisd.org/page/bus.bids>

Answers will be provided by **4:00 p.m on March 21st, 2023**

One (1) Original hard copy, One (1) exact copy of original and (1) one electronic copy of a response to the Request for Proposals shall be received no later

**than March 29, 2023 by 2:00 p.m. at**

**Administration Center**

ATTENTION: Lydia Seigal, Purchasing/ Contracting Department

RFP #23-09 Establishing a supply agreement

for the purchase of liquefied petroleum gas (LPG) for NBISD.

It is the responsibility of the submitting firm to ensure the RFP response packages are received prior to the deadline.

RFP response packages received after the above date and time will not be considered.

**HD-5 PROPANE MOTOR FUEL**

Sealed bids, addressed to the Purchasing Coordinator at New Braunfels ISD (NBISD), will be received at the **Administration Building at 1000 N. Walnut, New Braunfels, Tx. 78130**. Bids received after the opening date and time will not be accepted, and the District is not responsible for lateness or non-delivery of mail carrier, etc. One (1) original and one (1) copy of the original, one (1) electronic copy of the original. All copies are required for evaluation purposes. Offers must be hand carried or

mailed in a sealed envelope/ package clearly marked with the offering company's name, return address, the Bid number and opening date and time, and a point of contact and email address. Please address all Bids prior to March 29, 2023:

**New Braunfels Independent School District (Administration Bldg.)**

**Purchasing Specialist, Lydia Seigal**

**1000 N. Walnut**

**New Braunfels, Texas 78130**

Proposals will not be submitted or received via fax or email.

**1. NOTES TO BIDDERS**

**1.1. Escalation/De-escalation:** During the term of this contract, prices will be increased or decreased, penny for penny or fraction thereof, to reflect changes in the weekly average price posted for Mont Belvieu Spot LP Gas as published on the U.S. Energy Information Administration website. Prices charged to NBISD for Propane Motor Fuel will be compared with the most current weekly average price for Mont Belvieu Spot LP Gas as posted on the U.S. Energy Information Administration website.

**EXAMPLE:** The price for HD-5 Propane Motor Fuel purchased on October 20, 2010 will be compared with the October 15, 2010 weekly Mont Belvieu Spot Propane price as posted on the U.S. Energy Information Administration website and adjusted accordingly.

**1.2.** Do not include taxes or the Alternative Fuels Research and Education Fund Fee on Delivery of LPG in the bid price.

**1.3.** The quantities shown are approximate quantities only. Actual usage may be more or less than the quantities shown.

**1.4. Insurance Requirements:** The Contractor shall furnish the following types of insurance for the duration of the contract (See Part 3, Insurance requirements).

- A) Worker's compensation Insurance
- B) Employer's Liability Insurance
- C) Commercial General Liability Insurance
- D) Commercial Automobile Liability Insurance
- E) Contractor Pollution Liability

**1.5.** Per gallon Mark-up/Markdown/ Mont Belvieu Spot pricing: \$\_\_\_\_\_ markup or markdown

**1.6. Bidders must submit the following forms with the bid.** Failure to do so may deem the bid non-responsive.

- A) District Forms
- B) Section 1- complete blank line on Section 1, 1.5. (p.1)
- C) Section 2- complete blank lines on Section 2, 2.9. and 2.10. (p.4-5)
- D) MSDS report- noted in Section 2, 2.15 (p.6)
- E) Exhibit A - Product Information and Product Compliance Certification (p.7)
- F) Proof of insurability- covered in Section 3 (p.8-10)
- G) Statement of Eligibility (p.15)
- H) Acknowledgment of Addenda- only complete if one is issued for this bid (p.16)
- I) Affidavit of Non-Collusion... (p.17)
- J) List of Contracts/References (p.18)
- K) SB-9 Contractor Certification (p.19)

- K) Felony Conviction Notification (p.20)
- L) Suspension and Debarment Certification (p.21)
- M) Certificate of Residency (p.22)
- N) House Bill 89 and SB 252 (p.23)
- O) Conflict of Interest (p.24)
- P) HB1295-form must be completed on Texas Ethic Commission website, then notarized (see p.25-29)
- Q) W-9- you can use this form or provide your own (p.30)
- R) Vendor Information Request form (p.31-32)

**1.8.** Inquiries and requests for information affecting the Bid must be in writing and shall be directed to Brian Gibson via email (bgibson@nbisd.org). To provide NBISD sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by 12:00 p.m on March 20 , 2023. Contact with NBISD personnel other than Brian Gibson or his designee regarding this solicitation may be reason for elimination from the selection process. Any prospective respondent detecting a conflict or ambiguity in the Bid should notify the Purchasing Coordinator, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum. If NBISD believes that clarification is necessary or proper, a clarifying addendum will be posted on the NBISD Website and will not be bound by any oral or other informal explanation of the requirements of the Bid documents.

**1.9. Evaluation Criteria:** NBISD will evaluate all proposals according to the weighted criteria listed below:

- Ability of the vendor to meet all of the specifications- 20%
- Fees and Associated Costs- 40%
- Support Capabilities of the Vendor-10%
- Completeness & Responsiveness to the Bid-10%
- Vendor References-10%
- Proximity of servicing station-10%

## **2. SCOPE OF SERVICES**

**2.1. DESCRIPTION OF WORK:** The contract is for the purchase of liquefied petroleum gas (LPG) under a supply agreement for NBISD. The term fuel is further expanded in the following scope of work to include Liquefied Petroleum Gas (LPG). NBISD has an estimated annual requirement of 35,000 gallons of Propane Motor Fuel.

Approved Vendor will offer site improvement option and replacement of current equipment. This new equipment will become property of NBISD upon the end of the 5 year contract.

### Propane Autogas Dispenser Specifications

1. Install autogas dispenser (Fuelmaster wi/fi or Cat 5 - preferably Key Fob) to allow for a metering reports showing daily usage per unit (Key Fob) on a weekly basis.
2. Differential 1990 gallon tank with possibility of additional tank with district request for growth.
3. Tank will be 250 PSI and meet both ASME, NFPA 58 and Rail Road Commission standards.
3. High Differential pump and motor with meter, inline filter and retractable hose.

Operation of propane autogas dispensing equipment. The District will require that all installed equipment will meet or exceed these specifications.

- ⌚ Meets all necessary federal, state, and local codes and regulations.
- ⌚ Delivers fuel to end-users similar to those using gasoline.
- ⌚ Will be the correct dispenser for the type of vehicle that will be filled.
- ⌚ Provides propane autogas powered vehicle operators a safe, reliable refueling option.

System performance requirements:

- ⌚ Dispensing rate minimum of 8 gallons per minute (GPM).
- ⌚ Pump package (motor, pump, bypass, piping, system sizing, and electrical) must be able to provide adequate differential pressure based on vehicle type, geographic location, and climate conditions.

#### Equipment requirements:

##### ⌚ Dispenser cabinet:

- o Shall be constructed of nonflammable, noncombustible materials; including but not limited to powder coat steel, stainless steel, aluminum, or equivalent materials.
- o Shall meet all federal, state, and local codes and regulations applicable at the installation location.
- o Shall be constructed with lockable access panels to prevent tampering.

##### ⌚ Dispenser metering:

- o Shall have a digital display capable of providing gross or net volumes.
- o Where required, temperature compensation shall be provided and meet all federal, state, and local codes and regulations; dispenser meter shall be provided with secondary temperature thermometer well for testing and proving (checking the accuracy/calibrating) the meter.
- o The metering system selected must have a minimum capacity sufficient to meet the performance standard listed in the System performance requirements section.
- o If you are using an electronic dispensing system, it shall be equipped with a pulse transmitter providing a minimum of 100 pulses per gallon (PPG) for retail sales and/or custody transfer.
- o Mechanical temperature compensation without pulse output is acceptable.
- o Meter accuracy shall be in accordance with federal, state, and local codes and regulations, with a minimum accuracy of  $\pm 0.6\%$  (.006) linearity and  $\pm 0.24\%$  (.0024) repeatability when dispenser is used for retail sales and/or custody transfer.
- o The meter shall be inspected prior to operation to ensure compliance with state weights and measure standards applicable at the location of installation when dispenser is used.

##### ⌚ Dispenser display:

- o Shall indicate gallons dispensed, with mechanical or electronic register.
  - If equipment is mechanical, indicate gallons dispensed and totalizer display.
  - If equipment is electronic, indicate gallons dispensed, net or gross gallons, dispenser may include display with an alpha numeric keypad for ease of entering data.

##### ⌚ Electrical requirements:

- o All electrical installations shall be performed by a licensed, bonded electrician with motor control experience to ensure compliance with all federal, state, and local codes and regulations at the location of installation.
- o Dispenser and all internal electrical components shall be wired in full compliance with the manufacturer's specifications. Electrical components contained within the dispenser cabinet, where required, shall be Class 1 Group D Division 1 or Division 2, and be provided with all required seal off devices.
- o Distance must be considered when selecting service wire sizing to meet necessary voltage and amperage requirements of the motor manufacturer.

##### ⌚ Piping, valves, and fittings:

- o All piping within the dispenser cabinet shall be A53 Grade B or better, schedule 80 or approved equivalent materials.
- o All threaded fittings shall be forged steel, brass or other materials approved for use with liquid propane.
- o All threaded fittings and valves shall be minimum 400 PSIG water, oil, or gas (WOG) rated.
- o Ball valves shall be full port for liquid service.
- o Internal valves, excess flow valves, and backflow check valves shall be installed in appropriate locations in accordance with federal, state, and local codes and regulations.

o Internal valves, excess flow valves, and backflow check valves shall be installed in appropriate locations in accordance with federal, state, and local codes and regulations.

⌚ Hose assembly:

o UL and CGA propane delivery hose shall be continuously marked “LP-GAS 350 PSI WP, 1750 burst pressure”

o Hose assembly shall have a UL 567 compliant hose breakaway device.

o Fueling nozzle shall be gas pump style 1 ¼” ACME with quick-acting shutoff, low emission release, and failsafe discharge feature (example: GG 20 low emission Gasguard or equivalent).

o Compatible with the dispensing device locking mechanism.

⌚ Pump system and pump assembly:

o Dispenser provider shall evaluate the filling requirements and provide the appropriate pump to meet these requirements. LPG fuel vendor shall provide, as a minimum, pump curves showing flow, differential pressure, and minimum 5 horsepower or horsepower required to meet system needs.

o Most vehicles require a minimum differential pressure of 125 PSIG.

o Pump inlet strainer (minimum 80 mesh) or any restrictions shall be minimum of 10 pipe-diameters from the pump inlet. Pump manufacturer’s installation instructions shall be followed.

o Pump inlet and outlet shall have isolation full port ball valves.

⌚ In-line fuel filter:

o Filter capable of filtering particles measuring 5 microns should be used.

o Filter should be placed after the propane autogas pump, to filter the stored fuel prior to entering the vehicle.

⌚ Tank assembly:

o Tank selected must be suited for the application intended.

▪ A new tank or a thoroughly cleaned tank should be used to prevent foreign material from entering the vehicle system.

▪ Container provided shall be equipped with a bottom liquid connection sufficient to supply the pump at the pump manufacturer’s recommended volume.

▪ The container shall be equipped with a suitable vapor connection for the pump bypass.

▪ The container shall be equipped with a suitable connection for the vapor eliminator from the meter to operate properly.

▪ All other tank openings shall comply with federal, state, and local codes and regulations.

2.2. CONTRACT TERM: The contract term is three (3) years after award date. After the 3-year term, NBISD may, at its option, extend the contract in writing for two (2) additional 1-year terms. All terms, conditions, and pricing will remain the same.

2.3. DELIVERY: NBISD's HD-5 Propane motor fuel storage capacity is 2,000 gallons. NBISD receives approximately up to five deliveries a month, one delivery a week. Complete delivery must be made within one (1) calendar day after an order is placed. Orders will be delivered within NBISD operating hours and with NO delivery fees. Propane should be replenished regularly without notification necessary.

The Contractor will provide NBISD a written schedule of deliveries. The Contractor will send confirmation that the order has been received. This may be done by signing and returning NBISD's order form by either fax or e-mail or by issuing a confirmation number by email.

The Contractor will be required to deliver all fuel. If the Contractor is unable to deliver the entire order at one time, the Contractor must make an additional delivery of the balance order the same day. NBISD may have a need to cancel an order, and in this case, NBISD will notify the Contractor as soon as practical. NBISD rarely cancels orders. Cancellations will be of no additional charge to NBISD.



NBISD may require deliveries on weekends and/or National holidays. These services will be provided at no additional charge to NBISD.

With each delivery, the Contractor will provide documentation verifying:

- The amount of LPG fuel delivered
- The plant origin of the delivered LPG fuel
- The specifications of the LPG fuel being delivered
- The Bill of Lading must include an identification product code verifying fuel delivered is HD-5 propane.
- The proper shipping name of the hazardous material, as furnished by the shipper including NOS and generic descriptions (i.e.; corrosive liquids, NOS, (Caprylyl chloride), UN1760.)

The Contractor shall assume all responsibility and risk of loss incident to said deliveries.

All delivery trucks must display placarding in accordance with applicable federal, state and local laws, rules and regulations. All delivery vehicles and related equipment must be maintained in a safe condition, free from leaks and in all respects suitable for delivery and unloading fuel. Delivery vehicles entering NBISD property are subject to vehicle and equipment safety inspections to ensure compliance with applicable safety rules and regulations by Railroad Commission of Texas safety division personnel. NBISD reserves the right to deny delivery vehicle access to NBISD property when such vehicle is determined by NBISD to present a significant safety and/or environmental hazard (such as a leaking tank, poorly maintained truck, etc.). No work or repair of any kind may be performed on the tractor or trailer while on NBISD property. If a delivery vehicle stalls or cannot be started while on NBISD property, it must be towed off property for repairs. In cases where any one or more of the Contractor's delivery vehicles is denied access to NBISD property for safety/environmental reasons, the Contractor shall not be excused from delivery terms listed in this invitation for bid.

In the event the delivery of the equipment and supplies under the contract shall be necessarily delayed because of strike, injunctions, government controls, or act of God having a direct effect on the manufacture and delivery of the equipment and supplies that could not have reasonably been anticipated by the Contractor, NBISD may extend the time of completion of the contract.

The Contractor shall notify the NBISD in writing, within fifteen (15) days from the beginning of any such delay. NBISD will investigate the facts and ascertain the extent of the delay and his findings thereon shall be final and conclusive.

Hours of delivery shall be 9:00 a.m. through 2:30 p.m. Monday through Friday, New Braunfels time, unless otherwise specified in the bid. The specific hours of delivery shall be coordinated with NBISD Transportation Department personnel.

- 2.4. **BOBTAILS:** Should NBISD's refueling station be out of service due to preventive maintenance or emergency repair, NBISD will require that the HD-5 Propane motor fuel be delivered in bobtail type trucks by the Contractor's certified drivers. The drivers shall operate the bobtail truck as a fueling station. NBISD requires that the Contractor's drivers stay with their truck and refuel NBISD vehicles as needed. The following is the delivery and fueling schedules required:

**Weekdays (Monday through Friday):** One (1) bobtail fuel truck and one (1) certified driver/serviceman with a minimum of 400 gallons of fuel between the hours of 9:00 a.m. and 1:30 p.m.

- 2.5. **SUBSTITUTE SUPPLIERS:** In the event that the Contractor awarded this supply contract fails, for any reason, to supply propane to NBISD pursuant to the terms of this bid invitation at the time and in the amounts that NBISD requests, then NBISD will have the right to purchase from any substitute source



the amount of fuel due from the Contractor and will have the right, at its option, either to recover from the Contractor as liquidated damages or offset against the price due for fuel subsequently supplied by the Contractor, any amount by which the cost of such substituted fuel exceeds the contract price that would have been applicable, with the cost of any incidental expenses reasonably incurred by NBISD in making such substituted purchase(s) and the amount of any consequential damages allowable by law.

- 2.6. **FUEL SPILLS:** The Contractor must take extreme care to avoid fuel spills. The Contractor delivery truck driver shall constantly monitor the product and the delivery equipment for any spills and leaks. In the event of a spill (of any size) the delivery truck must not be moved until the spill has been cleaned unless otherwise directed by authorized NBISD personnel. NBISD's Transportation Director must be immediately notified of any spill. The Contractor delivery truck driver shall remain on NBISD property at the location of the delivery truck during the fuel delivery processes. The tanker truck must be attended at all times during fuel offloading. Any costs incurred as a result of fuel spills due to negligence on the part of the Contractor, its agents or employees, or due to an equipment malfunction will be solely for the responsibility and account of the Contractor and may be grounds for termination of the contract at the sole discretion of NBISD.
- 2.7. **DELIVERY TRUCK EQUIPMENT:** All delivery trucks, equipment and delivery truck drivers shall comply with all Railroad Commission of Texas, Texas Commission on Environmental Quality (TCEQ), and U.S. Department of Transportation (DOT) regulations on the handling, transporting, and cargo tank unloading of propane.
- 2.8. **FUEL SPECIFICATION CERTIFICATION:** The Propane Motor Fuel Specification Certification attached hereto as "Exhibit A" Product Information and Product Compliance Certification is incorporated into this bid packet, and will be properly completed and executed by all Bidders and submitted with the bid. Propane Motor Fuel bid must meet or exceed all specifications or NBISD will deem the bid non-responsive.
- 2.9. **SERVICE and MAINTENANCE:**

**2.9.1.SERVICE-** The successful Contractor shall assign a knowledgeable service representative to this contract to assist NBISD with HD-5 Propane services. The designated service representative shall provide technical phone support, billing inquiries and service issues for the duration of the contract term. The successful Contractor shall be required to resolve all billing issues that may need corrections or credits within seventy-two (72) hours of receiving requests either by phone, fax, e-mail, or letter. The Contractor shall supply NBISD with an annual fuel report of cost and reimbursement totals eligible for IRS Propane refund claim within a timely manner to be used for IRS refund program. New Braunfels ISD will contact the Contractor when service support is needed. This service will be at no additional charge to NBISD.

Assigned representative name: \_\_\_\_\_

**2.9.2. MAINTENANCE-** The successful Contractor shall be able to provide maintenance and repair services for NBISD. This will include propane fuel station and pump maintenance and repair at a reasonable additional cost.

Are you able to provide this maintenance/repair requested? \_\_\_\_\_  
If yes to above, who is your provider for authorized maintenance /repair? \_\_\_\_\_

- 2.10. CONTACTS:** The successful Contractor shall provide NBISD a toll-free telephone number to place fuel orders and service calls in addition to the order fax and email address. The Contractor service hours will be Monday through Sunday, 7:00 a.m. to 5:00 p.m. Central Standard Time.

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

In addition, the Contractor must provide NBISD a toll free 24-hour emergency contact Contractor representative and telephone number in case an emergency order or service is required. The successful Contractor is ultimately responsible for providing an actual Contractor representative and not a carrier or sub-contractors number. The Contractor representative must have full authority to make an emergency order and arrange delivery with the carrier or sub-contractor. This service will be at no additional charge to NBISD.

Representative name: \_\_\_\_\_

Emergency contact phone number. \_\_\_\_\_

- 2.11. FACILITY:** Potential Bidders should familiarize themselves with NBISD's fuel facility and storage tank locations before submitting a bid. The successful Contractor shall be required to be equipped with the correct equipment to fit NBISD's fuel storage tank for unloading fuel. This service will be at no additional charge to NBISD.

- 2.12. SAFETY PRACTICES:** All Carriers' employees or sub-contractors entering NBISD property must be properly trained in all safety practices and requirements relating to transportation and unloading of LPG fuel products. The Contractor shall provide informative documentation of safety practices of their Carriers' or sub-contractors standard practices for unloading fuel with their bid document.

While on NBISD property, all Carriers' employees or sub-contractors will be expected to follow all NBISD safety procedures and conduct themselves in a professional business manner. Smoking is not permitted on any NBISD Property.

The use of a mobile electronic device is not permitted in areas on NBISD property requiring an increased level of safety (i.e. fueling or construction areas). Any violation of this policy may result in contract termination. Employees of contractors who violate this policy may be banned from working on future NBISD contracts.

- 2.13. EMERGENCY CONTINGENCY:** Bidders must submit along with their bid document a 24-hour contingency plan in the event of an emergency fuel or delivery issue arises. The plan must allow for refueling of NBISD's propane vehicles. NBISD shall provide personnel for refueling vehicles. The Contractor will make all necessary arrangements in advance, which will allow for servicing approximately 8 propane vehicles. These services will be provided at no additional charge to NBISD.

- 2.14. SPECIFICATIONS FOR HD-5 PROPANE MOTOR FUEL**  
**All specifications are minimums:**

**2.14.1. SPECIFICATION:** New Braunfels ISD requires a Liquefied Petroleum Gas (LPG) with product characteristics that meet the Special-Duty Propane HD-5 product designation as specified in the American Society for Testing and Materials (ASTM) standard D1835-05. This is equivalent to the Gas Processors Association (GPA) Liquefied Petroleum Gas specification for HD-5 Propane standard 2140-97.

The need for a high-quality, special LPG product is based on engine manufacturer requirements. Supplied HD-5 Propane should exhibit superior anti-knocking characteristics when used as an internal combustion engine fuel.

Please note that this specification is not for Commercial Propane that is suitable for certain low severity internal combustion engine applications. Special duty propane will be less variable in composition and combustion characteristics than the other products covered by the ASTM D1835-05 standard.

**2.14.2.SAMPLE TESTING:** At any time during the Contract period, NBISD may elect to test the supplied HD-5 Propane for compliance with the SPECIFICATIONS FOR HD-5 PROPANE MOTOR FUEL as listed herein. New Braunfels ISD will pay all testing costs providing the tested HD-5 Propane sample is found to be in total compliance with the specification. However, in the event a sample does not pass one or more of the compliance tests, the Contractor, upon notice of product non-compliance as issued by NBISD,

- reimburse to NBISD all cost associated with the sample testing,
- remove, at the Contractor's expense, all non-compliant HD-5 Propane from NBISD facilities,
- immediately produce compliant HD-5 Propane for NBISD use, and
- reimburse NBISD for all losses, if any, associated with NBISD's use of non-compliant HD-5 Propane.

**2.14.3.TRANSPORT:** The trucks used to deliver HD-5 Propane to NBISD must be used for propane only. DELIVERY TRUCKS USED TO TRANSPORT HD-5 PROPANE TO NBISD SHALL NOT BE USED, AT ANY TIME, TO TRANSFER PRODUCTS OTHER THAN PROPANE. PRODUCTS OTHER THAN PROPANE INCLUDE BUTANE AND OTHER MIXTURES. In each instance a delivery truck connects to NBISD's fuel storage system, but before transferring the product into NBISD's fuel vessel, NBISD may (at its own discretion) release a small amount of liquid HD-5 propane onto a litmus paper to test for caustic material and /or secure a sample for compliance testing.

**2.15. MATERIAL SAFETY DATA SHEETS (MSDS):** The District requires product verification in the form of MSDS reports for all items for which the MSDS are available. MSDS shall be submitted at the time of the bid opening. MSDS shall be submitted for any product offered as an alternate to the specifications.

## EXHIBIT A

### Product Information and Product Compliance Certification

HD-5 PROPANE SPECIFICATIONS (complete in detail and submit with bid). Specifications must be the result of tests listed below.

**All specifications are minimums:**

HD-5 PROPANE SPECIFICATION	RESULTS	BIDDER'S SPECIFICATION	
		Primary Plant	Secondary Plant
1. <b>Composition:</b> liquid volume percent propane (ASTM D2163)	not less than 90	_____	_____
2. <b>Vapor Pressure:</b> 100°F (38.8°C), max (ASTM D1267)	psig 208	_____	_____
3. <b>Volatile Residue:</b> evaporated temperature, 95%, max (ASTM D1837) or	-37.0°F -38.3°C	_____	_____
4. Butane and heavier, max, vol% (ASTM D2163)	2.5	_____	_____
5. <b>Propylene content:</b> max, vol% (ASTM D2163)	5.0	_____	_____
6. <b>Residual Matter:</b> residue on evaporation 100 mL, max, mL (ASTM D2158)	0.05	_____	_____
oil stain observation (ASTM D2158)	pass	_____	_____
7. <b>Corrosion:</b> copper strip (ASTM D1838)	No. 1	_____	_____
8. <b>Total Sulfur:</b> ppmw, max (ASTM D2784)	123	_____	_____
9. Hydrogen Sulfide (ASTM D2420)	pass	_____	_____
10. <b>Moisture content:</b> (ASTM D2713)	pass	_____	_____

Primary Plant: \_\_\_\_\_ Secondary Plant: \_\_\_\_\_  
(Name of Plant) (Name of Plant)

Primary Plant location: \_\_\_\_\_ Secondary Plant location: \_\_\_\_\_

### CERTIFICATION

\_\_\_\_\_ certifies that the HD-5 Propane Motor Fuel being bid meets or exceeds  
(Name of Firm)  
the above minimum specifications. \_\_\_\_\_

Signature of Authorized Person to Sign Bid



### 3. INSURANCE REQUIREMENTS

- 3.1. The following types of insurance shall be furnished for the duration of the project and two (2) copies of certificates of insurance evidencing insurance coverage as required by the following provisions shall be furnished in the bid packet.
- 3.2. **GENERAL INSURANCE REQUIREMENTS:** The Contractor and any subcontractors shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims that may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by a subcontractor or by anyone for whose acts any of them may be liable. All costs associated with these insurance coverages are the sole responsibility of the Contractor. The Contractor must adhere to the following requirements:
  - 3.2.1. All insurance policies, except Workers' Compensation and Employer's Insurance, shall be endorsed to name NBISD and its Employees as additional insured regarding Contractor's operations in performance of this contract.
  - 3.2.2. All insurance policies shall be endorsed to provide a **waiver of subrogation** in favor of NBISD and its employees.
  - 3.2.3. The Contractor shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by NBISD. Contractor shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by NBISD shall not relieve or decrease the liability of the Contractor hereunder.
  - 3.2.4. Certificate of Insurance shall be filed with NBISD. All certificates from Contractor and any subcontractors must be issued reflecting NBISD as the certificate holder. All policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by NBISD. All such insurance policies shall be provided by insurance companies having a Best's rating of A- rating or greater: VI or greater (A-:VI) as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or having a Best's rating lower than A-:VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies are approved in writing prior to the award of the contract.
  - 3.2.5. The required insurance must be written by a Company licensed, at the time the policy is issued, to do business in Texas. In addition, the company must be acceptable to NBISD.
  - 3.2.6. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after NBISD has received written notice as evidenced by return receipt of registered or certified letter.
  - 3.2.7. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the cancellation clause as required by subparagraph above. All Certificates of Insurance shall reflect the NBISD job number and the name of the contract administrator.

**3.3. SPECIFIC INSURANCE REQUIREMENTS:**

**CONTRACTOR'S INSURANCE:** The Contractor shall purchase and maintain in effect during the entire periods of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims that may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liability. All costs associated with these insurance coverages are the sole responsibility of the Contractor.

**3.3.1. Workers' Compensation Insurance** providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other state or Federal law as may be applicable to the work being performed under this contract.

**3.3.2. Employer's Liability Insurance** with limits of liability not less than:

\$500,000 Each Accident  
\$500,000 Policy Limit for Disease  
\$500,000 Each Employee for Disease

**3.3.3. Commercial General Liability Insurance**, including coverage for the following where exposure exists:

- A) Premises/Operations
- B) Independent Contractors
- C) Products/Completed Operations
- D) Personal Injury
- E) Contractual Liability
- F) Explosion/Collapse/Underground Property Damage (where applicable)

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury per occurrence  
\$1,000,000 Each Occurrence

**3.3.4. Commercial Automobile Liability Insurance** covering all owned/leased, hired and non-owned motor vehicles including fuel transports used in connection with the work being performed under the contract with limits of liability not less than:

\$500,000 Combined Single Limit

**3.3.5. Supplier/Contractor Pollution Liability:** Coverage is required for contractor pollution liability, with limits of liability not less than:

\$ 1,000,000 per occurrence  
\$ 2,000,000 per aggregate

**3.3.6. SUBCONTRACTOR'S INSURANCE:** The Contractor shall require Subcontractors to provide:

- A) Insurance with the statutory benefits as specified in Section 3.3.1 Worker's Compensation and 3.3.2 Employer's Liability insurance; and
- B) Insurance with the same minimum limits as specified in Section 3.3.3 Commercial General Liability; and
- C) Commercial Automobile Insurance with the same minimum limits as specified in Section 3.3.4 Commercial Automobile Insurance.
- D) Contractor pollution insurance with the same minimum limits as specified in section 3.3.5 entitled Contractor Pollution Liability.

**3.3.6.1.** Certificates provided by subcontractors must include additional insured in favor of NBISD and its employees for commercial automobile liability and general liability. All policies must include a waiver of subrogation in favor of NBISD and its employees.

3.3.6.2. Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to NBISD.

3.3.6.3. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

3.4. **SELF INSURANCE:** The Contractor's insurance requirements, as outlined above, may be self-insured as long as the Contractor is in compliance with the State of Texas self-insurance and subject to a review or audit by NBISD to verify the Contractor's financial stability. Audited Financial Statements as well as self-insured certificates must be approved by NBISD prior to acceptance of self-insurance and prior to service start date. The Contractor's liability is not limited by the amount of insurance carried or by its self-insurance.

#### 4. GENERAL TERMS/CONDITIONS/INFORMATION

4.1. **SALES TAX EXEMPTION.** The materials provided for this project pursuant to this contract will be exempt from Federal Excise, State and City Sales Tax. The District will furnish tax exempt certificate(s) if required.

4.2. **DETERMINATION OF RESPONSIBILITY.** The Bidder may be required upon request to present evidence to the satisfaction of NBISD, including evidence of adequate financial resources, capability to execute the contract in accordance with the delivery schedule, satisfactory integrity and business ethics, and qualifications under any applicable laws and regulations.

4.3. **WAIVER.** The Bidder represents and warrants that he has sufficiently informed himself in all matters effecting the specification; that he has checked his bid for errors and omissions; that the prices stated in his bid are correct and as intended by him and are a complete and correct statement of his bid price. The Bidder hereby waives any claim for the return of his bid guarantee, if, on account of errors or omissions claimed to have been made by him in his bid, or for any other reason, he should refuse or fail to execute the contract

4.4. **AMENDMENT AND/OR POSTPONEMENT.** NBISD reserves the right to postpone for its own convenience the date of bid opening, but any bidder whose bid has already been submitted to NBISD when the decision to postpone is made shall be afforded the opportunity to revise or withdraw its bid.

NBISD reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders. If the revisions and addenda require changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days. NBISD shall enable bidders to revise their bids. In any case, bid opening shall be at least 5 working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable, for opening bids.

4.5. **REJECTION OF BIDS.** NBISD reserves the right to reject any and all bids that are not responsive or unreasonably priced, or impose modifying conditions. NBISD may reject the bid of any party who has been determined to be non-responsive in any former contract with the District. NBISD reserves the right to reject any or all bids, and to waive technical defects as the interest of NBISD may require. Each Bidder shall be notified if all bids are rejected.

4.6. **SINGLE BID.** In the event a single bid is received, NBISD will, at its option, either conduct a price and/or cost analysis of the bid and make the award by negotiation or reject the bid and re-advertise. A price analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations submitted



on other current quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for NBISD to conduct a cost analysis of the bid price. Cost analysis is the review and evaluation of a Contractor's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.

The price and/or cost analysis shall be made by competent and experienced auditors or price analysts. An engineer's estimate or comparison of the prices involved is insufficient.

If the price or cost analysis is unsuccessful in determining whether the bid price is fair and reasonable, NBISD may, at its option, attempt to establish with the offeror a different price that may be determined to be fair and reasonable.

- 4.7. MODIFICATION OR WITHDRAWAL OF BID.** A bid may be modified or withdrawn by written notice received at the same address and department the bid packet was sent to, not later than the exact time set for opening of bids. A bid may be withdrawn in person by a Bidder or his authorized representative provided his identity is made known and he signs a receipt for the bid if the withdrawal is prior to the exact time set for opening of bids.
- 4.8. WARRANTY OF TITLE.** Contractor shall warrant to NBISD, its successors and assigns, that the title to the material, supplies or equipment covered by the contract, when delivered to NBISD or to its successors or assigns, shall be free from all liens and encumbrances.
- 4.9. PRODUCT/SERVICES WARRANTY.** Contractor warrants that the goods furnished under the contract will conform to the contract description, be free of defects in materials and working conditions, be fit for the ordinary purposes for which such goods are used, run of even kind, quality and quantity within each unit and among all units involved, be adequately contained, packaged and labeled as the agreement may require and conform to the promises or affirmation of fact made on the container or label, if any. If the contract is for services, Contractor warrants that the services furnished hereunder will conform to the contract description.

If NBISD informed Contractor of the intended use of the goods supplied under this contract, Contractor acknowledges that NBISD is relying on Contractor's skill and judgment to furnish suitable goods and warrants that the goods supplied hereunder will be fit for the stated particular purpose of NBISD.

All necessary repairs, renewals, changes or modifications in the equipment due to defective materials and workmanship, occurring within twelve (12) months after final acceptance of the equipment, shall be promptly corrected by the Contractor at his expense, including labor and materials, with minimum inconvenience to NBISD.

Where specific equipment items are guaranteed by the manufacturer for periods exceeding those shown above, such guarantees are not voided by provisions of this paragraph.

This warranty is construed to mean that all equipment furnished by the Contractor that malfunctions shall be repaired by the Contractor at no cost or expense to NBISD for a minimum period of twelve (12) months, after final acceptance.

Any equipment or part thereof that has been replaced under the provisions of this warranty shall become property of the Contractor.

Should the Contractor wish to have the defective equipment or part thereof returned to him, it shall be returned at his expense. In the event the Contractor does not request the return of such replaced parts within (6) months from the date of replacement, they shall, at the option of NBISD, become the property of NBISD.

#### **4.10. TERMINATION OF CONTRACT**

**4.10.1. Termination for Convenience.** NBISD may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of NBISD by giving 30 days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of termination provided the Contractor submits an itemized claim within thirty (30) calendar days of the termination. If the Contractor has any property in its possession belonging to NBISD, the Contractor will account for the same and dispose of it in the manner NBISD directs.

#### **4.10.2. Termination for Default.**

**4.10.2.1. DEFAULT.** In the event that the Contractor breaches the terms or violates the conditions of the Contract to be awarded, and does not within ten (10) days of written notice from NBISD cure such breach or violation, NBISD may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

**4.10.2.2. NOTICE.** Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default.

**4.10.2.3. NBISD'S OPTIONS.** In addition to any other remedy available, NBISD may:

(a) complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract, or

(b) direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to NBISD any amounts paid by NBISD to the Contractor, and NBISD shall have no further liability to the Contractor.

(c) contract to acquire supplies or services similar to those terminated.

**4.10.2.4. COMPENSATION & LIABILITY.** The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The Contractor and the Contractor's surety or sureties shall be liable to NBISD for all excess costs, loss or damage incurred for supplies or services to complete the contract, in the event Contractor fails to complete the contract.

**4.10.2.5. EXCUSE.** If it is later determined by NBISD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, NBISD, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**4.11. CHANGES.** Any proposal by Contractor that varies or adds to this contract shall be construed as additional terms or modifications and shall not become part of the contract unless accepted in writing. Notice is hereby given of NBISD's objection to such additional terms or modifications unless they are specifically accepted in writing by NBISD.

NBISD may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by

the Contractor of the notification of change; provided, however, that if NBISD decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract.

**4.12. EFFECT OF EXTENSIONS OF TIME.** Granting of or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment or any one of the aforementioned, will not operate as a release to the Contractor or the Surety on Contractor's faithful performance bond from said guarantee.

**4.13. INDEMNIFICATION:** THE CONTRACTOR SHALL INDEMNIFY, KEEP AND SAVE HARMLESS NBISD, ITS AGENTS, OFFICIALS, AND EMPLOYEES, AGAINST ALL SUITS OR CLAIMS THAT MAY BE BASED ON ANY INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR, OR THAT MAY BE ALLEGED TO HAVE OCCURRED, IN THE COURSE OF THE PERFORMANCE OF THIS CONTRACT BY THE CONTRACTOR, WHETHER OR NOT IT SHALL BE CLAIMED THAT THE INJURY WAS CAUSED BY THE NEGLIGENCE OF NBISD, ITS OFFICERS, EMPLOYEES OR AGENTS. CONTRACTOR SHALL, AT HIS OWN EXPENSE DEFEND ANY AND ALL ACTIONS, AND SHALL AT HIS OWN EXPENSE PAY ALL CHARGES OF ATTORNEY FEES AND ALL COSTS AND OTHER EXPENSES ARISING THERE FROM OR INCURRED IN CONNECTION THEREWITH; AND IF ANY JUDGMENT SHALL BE RENDERED AGAINST NBISD IN ANY SUCH ACTION, THE CONTRACTOR SHALL AT HIS OWN EXPENSE SATISFY AND DISCHARGE THE SAME.

**4.14. DEFECTIVE OR DAMAGED WORK.** Any material or equipment damaged or defective at the time of delivery or installation shall be repaired, replaced or corrected by the Contractor hereunder without additional cost to NBISD. If the Contractor shall fail to comply promptly with any order of NBISD to repair, replace or correct damaged or defective work, then NBISD shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict the provisions of the warranties as set forth in these contract conditions or any warranties that may arise by implication or by law.

**4.15. NONWAIVER OF WARRANTIES.** It is understood that acceptance of the equipment and materials to be manufactured and assembled pursuant to this contract shall not waive any warranty, either expressed or implied, or any liability of the manufacturer as determined by any court decision by a court of competent jurisdiction. Contractor shall not exclude or modify any applicable warranty.

**4.16. BILLING.** Invoices shall be submitted to New Braunfels ISD Transportation Department, 2621 Klein Way, New Braunfels, TX, 78130. Invoices shall contain the following: purchase order number, item number, brief description of supplies, sizes, serial numbers, quantities, unit price, and total. Payment terms will be net thirty (30) days after acceptance of delivery in full or receipt of correct invoice, whichever comes later, unless prompt payment discount is offered, as this will be considered.

**4.17. ASSIGNMENTS.** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the whole or any part of this contract or his right, title or interest in or to any monies due or to become due under this contract without NBISD's express written permission. If such permission is given, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

**4.18. MUTUAL RESPONSIBILITY OF CONTRACTORS.** IF THROUGH ACTS OF NEGLIGENCE ON THE PART OF THE CONTRACTOR, ANY OTHER CONTRACTORS OR ANY SUBCONTRACTOR SHALL SUFFER LOSS OF DAMAGE ON WORK, THE CONTRACTOR AGREES TO SETTLE WITH SUCH OTHER CONTRACTOR OR SUBCONTRACTOR BY AGREEMENT OR ARBITRATION IF SUCH OTHER CONTRACTOR OR SUBCONTRACTOR WILL SO SETTLE. IF SUCH OTHER

CONTRACTOR OR SUBCONTRACTOR SHALL ASSERT ANY CLAIM AGAINST NBISD DUE TO ANY DAMAGE ALLEGED TO HAVE BEEN SUSTAINED, NBISD SHALL NOTIFY THE CONTRACTOR, WHO SHALL INDEMNIFY AND HOLD HARMLESS NBISD AGAINST ANY SUCH CLAIM, AS PROVIDED IN PART 4.13 OF THIS CONTRACT.

**4.19. SPECIFIED PARTS.** All parts shall be new and under no circumstances will used, reconditioned, or obsolete parts be accepted.

**4.20. ESCALATION.** There shall be no escalation of price over the term of the contract.

## STATEMENT OF ELIGIBILITY

I hereby certify that \_\_\_\_\_  
(Name of Bidder)

**is/is not (underscore one)** included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Position and/or Title

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT OF ADDENDA (only complete if there are any issued)**

The undersigned acknowledges receipt of the following addenda to the Bidding Documents:

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position and/or Title

\_\_\_\_\_  
Date



## DISTRICT FORM - A

### **Checklist of Required Forms**

New Braunfels Independent School District requires that the following forms and documents be completed for any respondent's bid to be considered. The District requires that one (1) original and one (1) copy of the following documents be submitted.

- \_\_\_\_\_ Short Submittal Form
- \_\_\_\_\_ SB 9 Certification
- \_\_\_\_\_ SB 13 Energy Company Boycott Certification
- \_\_\_\_\_ SB 19 Firearm Entity/Trade Association Nondiscrimination
- \_\_\_\_\_ Certification No Boycott Israel Certification
- \_\_\_\_\_ No Excluded Nation or Foreign Terrorist Organization Certification
- \_\_\_\_\_ Certificate of Residency SB 252
- \_\_\_\_\_ Suspension and Debarment
- \_\_\_\_\_ Felony Conviction
- \_\_\_\_\_ Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying
- \_\_\_\_\_ Conflict of Interest Questionnaire
- \_\_\_\_\_ Interested Parties Form 1295
- \_\_\_\_\_ Respondent Information Request & W-9
- \_\_\_\_\_ Edgar Forms

**Failure to complete and return the required forms is grounds for disqualification**

**REQUIRED FORM**



## SHORT FORM SUBMITTAL SHEET

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

Company: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Please describe your firm's scope: (use additional sheet if needed)**

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Indicate below the discount percentage that you are offering New Braunfels ISD (from shelf price, catalog price, published price list or website): \_\_\_\_\_

### **Discount Offer**

If the discount above is from catalog/publication/website, list the name of the catalog/publication/website:

\_\_\_\_\_

Please indicate any exceptions to your discount:

---

---

---

Is this bid valid for all of your store locations? \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Does not apply

**Return policy** – please define: \_\_\_\_\_

\_\_\_\_\_

**Warranty policy** – please define: \_\_\_\_\_

\_\_\_\_\_

Vendor will accept District Purchase Orders? \_\_\_\_ Yes \_\_\_\_ No

Vendor will accept District check for the amount? \_\_\_\_ Yes \_\_\_\_ No

**Notes/Comments:** \_\_\_\_\_

\_\_\_\_\_

**By signing below, you agree to participate in this bid with the New Braunfels ISD and you attest to the terms, representations and certifications listed in this bid:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## DISTRICT FORM - B

### SB 9 CONSTRUCTION AUDITOR(S) CERTIFICATION

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Construction Auditor(s) must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

**Definitions:**

*Covered employees:* Employees of a contractor or subcontractor 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 direct contact with students.

*Disqualifying criminal history:* Any conviction or other criminal history information designated by the District, or 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 Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

---

On behalf of \_\_\_\_\_ ("Construction Auditor(s)"), I certify that [Check one]:

None of the employees of Construction Auditor(s) and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Construction Auditor(s) has taken precautions or imposed conditions to ensure that the employees of Construction Auditor(s) and any subcontractor will not become *covered employees*. Construction Auditor(s) will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Construction Auditor(s) and any subcontractor are covered employees. If this box is checked, I further certify that:

1. Construction Auditor(s) has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Construction Auditor(s) receives information that a covered employee subsequently has a reported criminal history, Construction Auditor(s) will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Construction Auditor(s) 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.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Construction Auditor(s) agrees to discontinue using that covered employee to provide services at the District.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORM**

**DISTRICT FORM - C**

**SB 13 ENERGY COMPANY BOYCOTT CERTIFICATION**

If (a) **Respondent** is not a sole proprietorship; (b) **Respondent** has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the **Respondent** hereby certifies and verifies that the **Respondent**, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this certification, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel- based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORM**

DISTRICT FORM - D

**SB 19 PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES  
CERTIFICATION**

If (a) **Respondent** is not a sole proprietorship; (b) **Respondent** has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under *TEX. GOV'T CODE § 2274.003* of SB 19 (87th leg.); and (e) governmental entity has determined that **Respondent** is not a sole-source provider or **New Braunfels ISD** has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to *TEX. GOV'T CODE Ch. 2274* of SB 19 (87th session), the **Respondent** hereby certifies and verifies that the **Respondent**, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. For purposes of this Agreement, "discrimination against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See *TEX. GOV'T CODE § 2274.001(3)* of SB 19 . "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See *TEX. GOV'T CODE § 2274.001(3)* of SB 19.

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORM**

**DISTRICT FORM - E**

**NO ISRAEL BOYCOTT CERTIFICATION**

Effective 9/1/2017 (H.B. 89), as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify \_\_\_\_\_ (Company Name) does not boycott Israel and will not boycott Israel during the term of this contract awarded with the New Braunfels Independent School District, that this certification is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If for any reason your Company cannot make this certification, state the facts that make your Company exempt from this boycott certification:

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

**REQUIRED FORM**

**DISTRICT FORM - F**

**NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

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

By signature below, I certify and verify that \_\_\_\_\_ (Company Name) is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORM**

## DISTRICT FORM - G

### CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident Construction Auditor(s). This law makes it necessary for the New Braunfels ISD to determine the residency of its bidders. In part, this law reads as follows:

*TEC Section: 2252-001*

- (3) "Nonresident bidder" refers to a person who is not a resident [of the State of Texas].
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including an Construction Auditor(s) whose ultimate parent company or majority owner has its principal place of business in this state.

*TEC Section: 2252-002*

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) 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; or
- (2) 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.

I certify that \_\_\_\_\_ (Name of Company Bidding) is, under Section: 2252-001 (3) and (4)  
a \_\_\_\_\_ Resident Bidder \_\_\_\_\_ Nonresident Bidder.

My/Our principal place of business under Section: 2252-001 (3) and (4), is in the city of \_\_\_\_\_, in the State  
of \_\_\_\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### REQUIRED FORM



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

## DISTRICT FORM - I

### FELONY CONVICTION NOTIFICATION

Section 44.034 , Texas Education Code, 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.

Note: This Notification of Criminal History Is Not Required of a Publicly Held Corporation

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

COMPANY NAME: \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

CHECK ( ☐ ) 1, 2, OR 3 ABOVE AND SIGN BELOW

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORM**

**DISTRICT FORM – J**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST,  
AND ANTI-LOBBYING**

By submission of this proposal, the undersigned certifies that:

1. Neither the proposer nor any of proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the New Braunfels Independent School District Board of Trustees between proposal submission date and award by the New Braunfels ISD Board of Trustees.
3. No officer or stockholder of the proposer is a member of the staff, or related to any employee or Board of Trustees member of the New Braunfels Independent School District except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).
4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORM**

# DISTRICT FORM - K

## CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

To complete the form online visit [www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and follow any and all instructions.

**A signed, hard copy of the original, completed Form 1295 is required to be submitted with any bid submission.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																																							
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. <span style="color: blue;"><b>VENDOR'S NAME</b></span>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																																							
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <span style="color: blue;"><b>NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT</b></span>																																									
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
<b>4</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%;">Name of Interested Party</th> <th rowspan="2" style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 50%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 25%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
<b>5</b> Check only if there is no Interested Party. <input type="checkbox"/>																																									
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>																																									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																									

*Vendor/s must complete this form electronically on the Texas Ethics Commission's website.*

# DISTRICT FORM - K

## CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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To complete the form online visit [www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and follow any and all instructions.

**A signed, hard copy of the original, completed Form 1295 is required to be submitted with any bid submission.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR'S NAME</b>		<a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT</b>			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
<b>4</b> Name of interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		<input type="checkbox"/> Consulting <input type="checkbox"/> Indemnity	
<b>THIS IS A SAMPLE</b>			
<b>5</b> Check only if there is no interested Party. <input type="checkbox"/>			
<b>6</b> Unsworn Declaration My name is _____ and my date of birth is _____ My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year) _____ Signature of authorized agent of contracting business entity			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**Vendor/s must complete this form electronically on the Texas Ethics Commission's website.**

How to complete the Form 1295

1. Go to [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File)
2. Enter RFQ or RFP/ and Name of Project that you were awarded. (for example enter: **RFP #23-19 FFE MY SCHOOL**)
3. Complete using Business Name
4. Enter Contract ID/Description: **(RFP #23-19 FFE MY SCHOOL)**
5. Once you submit online, print out a copy to give to NBISD.

# DISTRICT FORM - L

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-					
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](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



**DISTRICT FORM - M**

**SUSPENSION AND DEBARMENT CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EDGAR CONTRACT ADDENDUM

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VENDOR NAME

In accordance with 2 C.F.R. § 200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new "EDGAR"), this Addendum ("Addendum") is proof of the vendor's willingness and ability to comply with certain requirements which may be applicable to specific e a e Independent School District (" ISD") purchases using federal grant funds. The following certifications and provisions are required and apply when ISD expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between ISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds.

This **Addendum** amends and is hereby incorporated into an existing agreement between the parties as follows:

### **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 \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by BISD, BISD 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 federal funds are expended by BISD, 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: (1) vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) vendor fails to make any payments owed; (3) vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or BISD.

BISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if BISD believes, in its sole discretion that it is in the best interest of BISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by BISD as of the termination date if the contract is terminated for convenience of BISD. Any award under this procurement process is not exclusive and BISD reserves the right to purchase goods and services from other vendors when it is in the best interest of BISD.

**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."

## **EDGAR CONTRACT ADDENDUM, continued**

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

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

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

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

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

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

## **EDGAR CONTRACT ADDENDUM, continued**

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

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

(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 BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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 BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to BISD if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon a certification of Vendor that Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

**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 BISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by BISD 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 by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

## **EDGAR CONTRACT ADDENDUM, continued**

- (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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

### **CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY—2 C.F.R. § 200.215**

When federal funds are expended by BISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, BISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any

**EDGAR CONTRACT ADDENDUM, continued**

grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. BISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)**

BISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

When federal funds are expended by BISD, the vendor certifies, by signing this document, the vendor will not purchase equipment, services, or systems that use "covered telecommunications," as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

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

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

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

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

When federal funds are expended by BISD for any contract resulting from this procurement process, the vendor certifies that the vendor 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 (Pub. L. 94-163, 89 Stat. 871).

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of BISD 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**

## **EDGAR CONTRACT ADDENDUM, continued**

### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN ACT**

The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by BISD. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and BISD concerning the Buy American Act.

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

### **DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS—2 C.F.R § 200.322**

As appropriate and to the extent consistent with law, BISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (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. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

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

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

Pursuant to Federal Rule (K) above, when federal funds are expended by BISD, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334**

When federal funds are expended by BISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 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**

### **CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337**

Vendor agrees that BISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to 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. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

**Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor**

**EDGAR CONTRACT ADDENDUM, continued**

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

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

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

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

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

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

Federal Tax ID #: \_\_\_\_\_