2204-425-282-1 Addendum 1

Fundraising Products and/or Services

Issue Date: 8/23/2022
Questions Deadline: 6/25/2027 12:00 PM (CT)
Response Deadline: 6/30/2027 10:00 AM (CT)

Contact Information

Contact: Tammy Shannon Purchasing Director
Address: 1220 Huey Drive
Belton, TX 76513
Phone: (254) 215-2176
Fax: (254) 215-2171
Email: tammy.shannon@bisd.net

Event Information

Number:	2204-425-282-1 Addendum 1
Title:	Fundraising Products and/or Services
Type:	Request for Proposal
Issue Date:	8/23/2022
Question Deadline:	6/25/2027 12:00 PM (CT)
Response Deadline:	6/30/2027 10:00 AM (CT)
Notes:	

The Belton Independent School District ("BISD" or the "District") invites qualified companies to submit proposals Fundraising Products and/or Services. This is a qualifying RFP only and services will be purchased on an "as-needed" basis throughout the District. If you were awarded RFP #2208-425-282, there is no need to respond to this proposal #2208-425-282-1. **Refer to Attachment #6 Awarded Vendors to see if your company was approved for #2204-425-282.**

This RFP will not be a guarantee of purchase for any goods or services, but to establish a list of Approved Vendors with Belton ISD.
Awards will be made to multiple vendors on an incremental basis during the solicitation offering period. Awards will be made on a monthly basis throughout this period.

TERM:

The term of this proposal shall be for one (1) year with four (4) automatic one (1) year renewals not to exceed four (4) years total.

Initial Contract Period: July 1, 2022 - June 30, 2023;
Contract YR2: July 1, 2023 - June 30, 2024
Contract YR3: July 1, 2024 - June 30, 2025
Contract YR4: July 1, 2025 - June 30, 2026
Contract YR5: July 1, 2026 - June 30, 2027

Belton ISD has the option to extend this RFP at the end of the final contract period for up to 120 days if determined to be in the best interest of the district to ensure availability of products and/or services.

THIS IS A NEGOTIATED PROCUREMENT, and as such, the Belton Independent School District reserves the right to negotiate any terms, conditions, or pricing with a Proposer prior to an award.

Belton Independent School District reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

Ship To Information

Contact: Tammy Shannon
Address: Purchasing
Various District Locations
Belton/Temple, TX 76513
Phone: (254) 215-2176
Fax: (254) 215-2171
Email: tammy.shannon@bisd.net

Billing Information

Contact: Accounts Payable
Address: 400 N Wall
Belton, TX 76513
Phone: (254) 215-2010
Email: accountspayable@bisd.net

Bid Activities

1st Advertisement 8/25/2022 12:00:00 AM (CT)
Sent to TDT on08/22/2022

2nd Advertisement 8/28/2022 12:00:00 AM (CT)
Sent to TDT on08/22/2022

Approved Vendor Listing (Tammy) 6/30/2027 10:00:00 AM (CT)
Email end users of award and reminder of where to locate vendor listing through bid solicitation
08/25/2022 - 06/30/2027

Awarded Vendors (Sammi) 6/30/2027 10:00:00 AM (CT)
Add/Update vendors to Skyward with new contract # through bid solicitation

08/25/2022 - 06/30/2027

Bid Attachments

STANDARD TERMS AND CONDITIONS.pdf View Online
Standard Terms and Conditions

CIQ Revised Jan 2021.pdf View Online
Conflict of Interest Questionnaire

HB 1295 Form Example 2020.pdf View Online
HB 1295 Example

CERTIFICATE OF LIABILITY INSURANCE.docx View Online
Certificate of Liability Insurance Requirements for services only

ACH VENDOR ENROLLMENT FORM.PDF View Online
ACH Vendor Enrollment Form (optional)

Award Detail Fundraising Products and_or Services.xlsx View Online
Awarded vendors from June 20, 2022 Board Meeting

Requested Attachments

CIQ
(Attachment required)

HB 1295
(Attachment required)

COL

Certificate of Liability Insurance required for services

Bid Attributes

1	**Bid Attributes** There are **58** attributes associated with this proposal. Some are notes and require No Response, but most have a required response. Please be sure to view and respond to all attributes on each page. If you do not read and/or respond to all Bid Attributes that require a response, the system will not allow you to submit your electronic bid response.

2	**District Facts and Statistics** Belton ISD is a fast-growth district in Central Texas with about 13,377 students in pre-K through 12 grade. As a “destination district” for many families, Belton ISD has earned a reputation for academic excellence, innovative programs and an abundance of extracurricular opportunities. The district anticipates reaching an enrollment of more than 16,000 students by 2030. The Big Red Community is committed to providing exceptional learning experiences for each and every student and rallies around the concepts of kindness, clarity and unity in purpose. **Our Schools** Total number of campuses: 19 Elementary: 11 Middle School: 4 High School: 3 DAEP (Alternative): 1 **Geographic Location** Belton ISD is a 6A/4A school district in Central Texas. The district’s 198.6 square miles includes Belton, Morgan’s Point Resort, part of Temple and unincorporated areas of Bell County. The area is also home to the University of Mary Hardin-Baylor and Temple College.

3	**Electronic Bidding** Although we are legally required to accept paper bids, we strongly request that proposers submit this proposal electronically. Electronic bidding, as defined under the State of Texas Uniform Electronic Transactions Act, is an acceptable method of receiving bids based on The State of Texas Education Code Sec. 44.0313 and Belton ISD policy CH Legal. Please feel free to call us if you require any assistance with this submittal. Electronic bidding eliminates errors, eliminates unnecessary work, and is friendlier to the environment. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail. Furthermore, no faxed or emailed bids will be received. Your cooperation is appreciated. Please confirm that you have read and understand this instruction. ~~ This is your electronic signature ☐ Acknowledged *(Required: Check if applicable)*

4	**Caution** Bidders are advised to hit **"SAVE"** before leaving each screen in the e-bidding process. Failure to save your work per screen activity will result in an inaccurate filing of the bid or failing to submit the bid. Just remember to **SAVE**.

5 Line Instructions

Only bid on the categories that your company can provide. If you *do not* offer a discount, you must enter "0" for your response to be included in the tabulation report.

If you can not bid all categories, you must select "No Bid" for that line item, otherwise, the District will assume that you are bidding the line item.

☐ Yes, I understand ☐ No, I don't understand
(Required: Check only one)

6 Overview of Solicitation

The Belton Independent School District ("BISD" or the "District") invites qualified companies to submit proposals Fundraising Products and/or Services. This is a qualifying RFP only and services will be purchased on an "as-needed" basis throughout the District. If you were awarded RFP #2208-425-282, there is no need to respond to this proposal #2208-425-282-1.

7 Attachments

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

8 Term of Proposal

Term of proposal will be from date of award through June 30, 2023 with four (4) automatic renewals one (1) year at a time.

9 Central Texas Purchasing Alliance (CTPA)

This proposal may be available for members of the Central Texas Purchasing Alliance to utilize. There are currently over 125 members. A list of current members (districts) may be found at https://sites.google.com/roundrockisd.org/ctpa/members.

10 CTPA Interlocal Agreement

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

A. ***Membership.*** Belton Independent School District is a member in good standing of the Central Texas Purchasing Alliance (CTPA *www.txctpa.org*), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791001 of the Texas Government Code through interlocal agreements.

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

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

11	**Disclosures of Interested Parties - Form 1295 Process** NOTE this is a requirement that became effective for all contracts/agreements that the district enters into after December 31, 2015. This disclosure will be required of the vendor that is selected for the award of this bid/proposal. The Purchasing Department will contact the recommended bidder(s) to initiate the disclosure process. The awarded contract will not be valid until the process is complete. The rules from the Texas Ethics Commission for this process can be found at the following web site: https://www.ethics.state.tx.us/legal/ch46.html The following link will guide you to the web page for tutorials for obtaining a log-in and password and a tutorial on how to create and submit a certificate. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm ***Note the following- You must use the Texas Ethics Commission's process. Electronic form submittal only- paper forms will not be accepted.*** **THE FORM NO LONGER NEEDS TO BE NOTARIZED. FORM 1295 IS NOT REQUIRED FOR PUBLICLY TRADED BUSINESS ENTITY, INCLUDING A WHOLLY OWNED SUBSIDIARY OF THE BUSINESS ENTITY.** This form must be on file with the District before goods and/or services can be procured. ☐ Yes, I will submit form ☐ No, I will not submit form *(Required: Check only one)*
12	**Criminal Background Check** Texas Education Code Section 22 (22.085 and 22.0834) requires service contractors and subcontractors to obtain criminal history record information regarding covered employees and to certify to the district that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. **Definitions:** **Covered Employees:** All employees (including agents and subcontractors) of a provider who have or will have continuing duties related to the service to be performed on District grounds and have or will have direct contact with students. (The District will be the final arbiter of what constitutes direct contact with students). • BISD considers "direct contact" with students to result from any activity that may provide substantial opportunity for verbal or physical interaction with students that is not supervised by a district employee. • BISD considers "continuing duties" to result from any contract whose term of service spans beyond one (1) school day. **Disqualifying convictions:** One of the following offenses: (a) a felony offense under Title 5, 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 offense under the laws of another state or federal law that is equivalent to an offense under (a) or (b); and at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school. All private contractors, or those whose company cannot certify that they have fingerprinted their employees, will need to have their covered employees fingerprinted with the District's Local Education Entity (LEE) Fast Pass option. If at any time over the effective term of this agreement, BISD determines that engaging with the contractor requires a criminal background check, the contractor will be notified. If required, criminal background checks must be completed, reviewed and approved by Belton ISD prior to services rendered. The contractor will assume all costs related to obtaining the criminal background check. Do you agree to comply? ~~~This is your electronic signature. ☐ Yes, I agree ☐ No, I do not agree *(Required: Check only one)*

13 **Felony Conviction Notification**

Texas Education Code, 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.” Is your firm owned or operated by anyone who has been convicted of a felony? ~~~ This is your electronic signature

☐ No ☐ Yes ☐ Publicly Held

(Required: Check only one)

14 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

15 **Prohibited on District Property**

Possession and/or use of firearms, alcohol, drugs, or tobacco products are strictly prohibited on District property. Do you agree to comply?

☐ Yes, I will abide with the above

(Required: Check only one)

16 **Right to Terminate**

Right to Terminate The District has the right to terminate this contract for convenience, without penalty, following delivery of written notice to the bidder within thirty (30) days notification.

17 **Conflict of Interest**

Conflict of Interest Questionnaire (Form CIQ) is required to be submitted by vendor or other person doing business with a local government entity in accordance with Chapter 176, Local Government Code. For more information or to submit Form CIQ, please visit the district website. Please acknowledge that there are no known conflicts of interest with local government officer.

☐ No conflicts of ☐ Yes, CIQ Form will be filed

(Optional: Check only one)

18 **No Guarantee of Purchase**

All expenditures are estimates based on previous purchases and future expectations. BISD is not required to purchase any minimum or maximum goods/service. Should the District not have sufficient funds appropriated for the purchase of goods/services mentioned in this proposal, after timely notification to the vendor, the District is fully and expressly released from all obligations under this agreement and any incidental agreements hereto

19 **Deviations of Terms and Conditions**

List any deviations of terms and conditions.

(Optional: Maximum 1000 characters allowed)

20

Evaluation Criteria

Pursuant to Texas Education Code 44.031(b), the District shall consider the following criteria to evaluate proposals submitted.

1) Purchase price/discount;
2) Consideration of location of vendor's principal place of business;
3) Reputation of the vendor's goods or services;
4) Qualities of the vendor's goods & services;
5) The extent to which the goods & services meet the District's needs;
6) The vendor's past relationship with the District;
7) The long-term cost to the district to acquire the vendor's goods or services;
8) The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
9) Any other relevant factor specifically listed in the request for bids or proposals.

The District intends to award this RFP to multiple companies who meet the needs of the District based upon this evaluation criteria for proposals received.

Submission of proposal indicates Respondent's acceptance of the evaluation process. Respondent agrees that the District reserves the right at any time to reject any or all responses for this RFP.

21

Non-Collusion Statement

Do you affirm that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communication by the undersigned nor undersigned nor by the employee or agent to any other person engaged in this type of business prior to the official opening of this bid?

☐ Yes ☐ No

(Required: Check only one)

22

Prohibition on Contracts with Certain Companies

PROHIBITION ON CONTRACTS WITH CERTAIN CONTRACTS SECTION 1. Chapter 2252, Government Code, is amended by adding Subchapter F to read as follows: SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES Sec. 2252.151. DEFINITIONS. In this subchapter: (1) "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189. (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254. (4) "Governmental entity" has the meaning assigned by Section 2252.001. Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017. The Company shall indemnify and hold harmless Belton ISD, its officials and employees from any and all claims, damages, and costs of any nature based upon Belton ISD's reliance on this verification. Please confirm that you or your company does NOT engage in business with Iran, Sudan, or foreign terrorist organizations? ~~~ This is your electronic signature. *

Please confirm that you or your company does NOT engage in business with Iran, Sudan, or foreign terrorist organizations? ~~~ This is your electronic signature.

☐ Yes, I confirm ☐ No, I do not confirm

(Required: Check only one)

23 **House Bill 89 - No Boycott Israel**

Pursuant to Title 10, Subtitle F, Chapter 2271 of Government Code, I certify that our company does not and will not boycott Israel during the term of this contract. I affirm and acknowledge the following; 1. “Boycott Israel”. Section 2271.0001 (1), meaning as defined by section 808.001. Means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and 2. “Company”. Section 2271.0001 (2), meaning as defined by section 808.001. Means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I affirm that my company DOES NOT and WILL NOT boycott Israel ~~~ This is your electronic signature.

☐ I agree ☐ I do not agree

(Required: Check only one)

24 **Resident Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" means a bidder who is not a resident of the State of Texas. Section 2252.001(4) "Resident bidder" means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

~~~Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

☐ Yes ☐ No

(Required: Check only one)

25 **Non-Resident Bidder's Certification**

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~If your company is not a Resident Bidder of Texas as defined in Texas Government Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

26 **No Contact Policy**

Belton ISD has implemented a procedure prohibiting lobbying, contact or soliciting School District staff members or members of the Board of Trustees during the selection process. Please acknowledge compliance with the district procedure and certify that all employees, agents, consultants, or representatives of the representing firm have not or will not contact, solicit, or lobby School District staff members, members of the Board of Trustees regarding the above mention solicitation from date of first advertisement through final action of this solicitation by the Board of Trustees.

☐ Acknowledged

(Required: Check if applicable)

27 **Edgar Compliance**

When Belton ISD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All vendors awarded a contract under this proposal must agree to the Belton ISD EDGAR Compliance questions before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific Belton ISD purchases using federal grant funds. This information will be made available to the District for its use while considering their purchasing options when using federal grant funds.

28 **Edgar Compliance (A) Contracts**

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (A) above, when federal funds are expended by Belton ISD, Belton ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? ~~ This is your electronic signature

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

29 **EDGAR Compliance (B) Termination**

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (B) above, when federal funds are expended by Belton ISD, Belton ISD reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to thirty (30) days, to remedy the casual breach of terms and conditions. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of Belton ISD. Does vendor agree? ~~ This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

30 **Edgar Compliance (C) Equal Employment Opportunity**

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NONFEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (C) above, when federal funds are expended by Belton ISD, Belton ISD requires that the proposer certifies that during the term of an award by Belton ISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to 41 CFR, Chapter 60. Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Does vendor so certify? ~~ This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

31	**Edgar Compliance (D) Davis-Bacon Act** (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 sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (D) above, when federal funds are expended by Belton ISD for construction or repair, Belton ISD requires that the proposer certifies that during the term of an award by Belton ISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relation to 40 U.S.C. 3141–3148 as supplemented by Department of Labor regulations 29 CFR Part 5 for construction contracts in excess of $2,000. NOTE: Belton ISD has adopted the prevailing wage scale published for this area by the Department of Labor which is listed on the DOL website. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction. Does vendor so certify? ~~ This is your electronic signature. ☐ Yes, I agree ☐ No, I do not agree *(Required: Check only one)*

32	**Edgar Compliance (E) Contract Work Hours & Safety Standards** (E) Contract Work Hours and Safety Standards Act (40 and Safety Standards 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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (E) above, when federal funds are expended by Belton ISD for construction or repair, Belton ISD requires that the proposer certifies that during the term of an award by Belton ISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relation to 40 U.S.C. 3701–3708 as supplemented by Department of Labor regulations 29 CFR Part 5 for construction contracts in excess of $100,000 which involve the employment of mechanics or laborers as it applies to this contract. Does vendor so certify? ~~ This is your electronic signature. ☐ Yes, I agree ☐ No, I do not agree *(Required: Check only one)*

33 **Edgar Compliance (F) Rights to Inventions**

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to Federal Rule (F) above, when federal funds are expended by Belton ISD, the vendor certifies that during the term of an award for all contracts by Belton ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above. Do you agree with the above? ~~~ This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

34 **Edgar Compliance (G) Clean Air Act**

(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 sub-grants 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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (G) above, when federal funds are expended by Belton ISD, Belton ISD requires that the proposer certify that during the term of an award by the District resulting from this procurement process the vendor agrees to the terms listed and referenced therein. Does vendor so certify? ~~ This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

35 **Edgar Compliance (H) Energy Policy and Conversation Act**

(H) Mandatory standards and policies relating to energy Conservation Act efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (H) above, when federal funds are expended by Belton ISD, Belton ISD Requires that the proposer certify that during the term of an award by Belton ISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act(Pub. L. 94-163, 89 Stat. 871). Does vendor so certify? ~~ This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

36 **EDGAR Compliance (I) Debarment or Suspension Certification**

(I) Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $25,000. Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. By submitting this offer and signing this certificate, you (the Vendor): 1. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule. ~~~Please check if you agree to the Certificate Regarding Debarment Suspension. This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

37 **EDGAR Compliance (J) Byrd Anti-Lobbying Amendment**

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. Amendment 1352)—Contractors that apply or bid for an award of $100,000 or more 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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (J) above, when federal funds are expended by Belton ISD, Belton ISD requires that the proposer certifies to the terms included or referenced therein. Does vendor so certify? ~~ This is your electronic signature.

☐ No, I do not agree ☐ Yes, I agree

(Required: Check only one)

38 **EDGAR Compliance - Certification of Compliance with Buy America Provisions**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Does vendor agree? ~~~ This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

39 **EDGAR Compliance - Record Retention Requirements for Contracts Paid for With Federal Funds**

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

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

40 **EDGAR Compliance - Energy Policy and Conversation Act**

When federal funds are expended by Belton ISD for any contract resulting from this procurement process, Vendor certifies it will comply with the mandatory standards and policies relating to energy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Does the vendor agree? ~~~ This is your electronic signature.

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

41 **EDGAR Compliance - Certification of Access to Records**

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

☐ Yes, I agree ☐ No, I do not agree

(Required: Check only one)

42	**EDGAR Compliance Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment** 200.216 Recipients and sub recipients are prohibited from obligating or expending funds to procure, obtain or enter into contract for equipment services or systems that uses "covered telecommunications" equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities. Does the vendor agree? ~~~ This is your electronic signature. ☐ Yes, I agree ☐ No, I do not agree *(Required: Check only one)*
43	**EDGAR Compliance - Procurement of Recovered Materials** 300.23 A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practical, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does the vendor agree? ~~~ This is your electronic signature. ☐ Yes, I agree ☐ No, I do not agree *(Required: Check only one)*
44	**EDGAR Compliance - Domestic Preference for Procurements** 200.322 As appropriate and to the extend consistent with law, the non-Federal entity should, to the greatest extent practical under Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award. Vendor agrees that all contracts it awards pursuant of the Contract shall be bound by the foregoing terms and conditions. *For the purposes of this section;* (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber and lumber. Does the vendor agree? ~~~ This is your electronic signature. ☐ Yes, I agree ☐ No, I do not agree *(Required: Check only one)*

45 **Purchase Order Requirement**

It is necessary for vendors to understand that the District is not responsible for orders that are filled without a purchase order signed by the Purchasing Director.

☐ Acknowledged

(Required: Check if applicable)

46 **Pricing**

All profits **MUST** be at least 25% in order to be considered. Any changes to profit margin should be submitted to Purchasing Director 30 days prior to each renewal period(s) for approval.

☐ Yes, I understand

(Required: Check if applicable)

47 **Locations**

List the addresses and phone numbers of all locations (including companies that you may acquire) which may be utilized by BISD under this contract. Attach a separate list if necessary by clicking on the "Response Attachment" tab and uploading your document.

(Optional: Maximum 1000 characters allowed)

48 **References**

Please indicate three business references that have contracted with your company to provide like products and/or services. Include the company name, address, phone number, contact person, and email address. Preferable references are school districts in the Central Texas Area who have used your services within the last three years. Additional references may be required. REFERENCE. Note: Failure to supply complete reference information may be grounds for proposal disqualification.

49 **Reference 1**

Please provide the school district or company name, address, phone number, contact name and email address.

(Optional: Maximum 1000 characters allowed)

50 **Reference 2**

Please provide the school district or company name, address, phone number, contact name and email address.

(Optional: Maximum 1000 characters allowed)

51 **Reference 3**

Please provide the school district or company name, address, phone number, contact name and email address.

(Optional: Maximum 1000 characters allowed)

52 **Local Representative Name**

Provide the name of the local representative for this account.

(Required: Maximum 1000 characters allowed)

53 **Please give telephone number for a local representative.**

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

54 **Please give email address for a local representative.**

(Required: Email address)

55 **Order Email Address**

Provide email address for purchase orders.

(Required: Maximum 1000 characters allowed)

56 **Online Catalog/Price List**

Is your catalog/price list available online? If yes, provide the website address. If no, please enter N/A (non-applicable).

(Required: Maximum 1000 characters allowed)

57 **Bid Acceptance**

I acknowledge that I have read, understand and agree to the Standard Terms & Conditions and Specifications contained herein, and further agree to abide and accept said Terms & Conditions and Specifications. (See Attachment Tab)

☐ Acknowledged

(Required: Check if applicable)

58 **Authorized Signature**

The undersigned, in submitting this Bid/Proposal and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/Proposal; that he/she will abide by all the policies and procedures of Belton ISD; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this Bid/Proposal. ~~~This is your electronic signature.

☐ Yes, I will abide ☐ No, I will not abide

(Required: Check only one)

Bid Lines

1 Describe the type of products and/or services offered and enter the anticipated profit percentage for the product or service.
(Response required)

Total: ____ %

Item Notes: Copies of product descriptions, promotional literature, sales instructions, etc. may be uploaded in the Response Attachment Tab.

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Pricing

Provide the range of unit costs and suggested retail prices of the product or service.

(Required: Maximum 1000 characters allowed)

2. Marketing

How is the product or service marketed by the seller (hand-to-hand, internet, brochures, etc.)

(Required: Maximum 1000 characters allowed)

3. Guarantee

Explain the product or service guarantee.

(Required: Maximum 1000 characters allowed)

4. Customer Svc Support

Explain support services provided by the fundraising sales representative for the above.

(Required: Maximum 1000 characters allowed)

5. Type of Services

Basic description of types of products or services offered.

(Required: Maximum 1000 characters allowed)

6. Returns

Excluding pre-sales, can unsold merchandise be returned to the company and credit issued?

☐ Yes ☐ No

(Required: Check only one)

7. Returns

If yes, will it be for full credit?

☐ Yes ☐ No

(Required: Check only one)

8. Returns

If no, what percentage will be credited?

%

(Optional)

9. Grade Levels

Select the appropriate school level(s) for the product or service.

- ☐ All Grade Levels
- ☐ High School (9th-12th)
- ☐ Middle School (6th-8th)
- ☐ Elem. School (K-5th)
- ☐ Pre-Kindergarten

(Required: Check all that apply)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature