Purchasing Department
501 Franklin Avenue; Waco Texas 76703
Phone: 254-755-9458
Fax: 254-755-9688

Date Issued: Friday, July 1, 2022
Request for Proposal (RFP): RFP # 22-1229 - Maintenance Supplies, Equipment & Services
Opening Time & Date: Friday, August 12, 2022 @ 2:00 P.M. CST
Contact Person for this RFP: Judy Monroe, Buyer

Introduction & Instructions to Vendors:

Request for Proposal, RFP # 22-1229 (the "Solicitation") for **Maintenance Supplies, Equipment & Services** has been issued and posted on Waco Independent School District's ("Waco ISD" or the "District") e-bidding website. This Solicitation is for vendors that can provide supplies equipment and services for the Facilities and Maintenance Department. Solicitation packets may be viewed and submitted online at the District's e-bidding website located at https://wisdebid.ionwave.net before the submission deadline of **Friday, August 12, 2022 @ 2:00 P.M. CST.**

The following schedule and timelines apply to this Solicitation:

	Timeline
Date Issued	Friday, July 1, 2022 @ 2:00 P.M. CST
Last Date for Questions	Tuesday, July 26, ,2022 @ 4:00 P.M. CST
Due Date for Online Submissions	Friday, August 12, 2022 @ 2:00 P.M. CST
Board Meeting Date	Thursday, August 2022 (Subject to Change)

These timelines are subject to change at the District's discretion. It shall be sole the responsibility of the vendor to review any relevant updates and addenda on the District's e-bidding website.

Scope of Work & Specifications:

Please note: This is a new solicitation. If you are currently approved on the Maintenance Bid, you will need to submit a response to this bid in order to remain an approved vendor with the District.

The Waco Independent School District will be accepting electronic bids for vendors which can provide supplies, equipment and services to the Facilities and Maintenance Department as well as the Custodial Department. This bid would include such items as listed below; however, this is not an all-inclusive list. This bid does NOT cover any services or repairs covered under any of Waco ISD's existing bids.

- Plumbing, electrical & HVAC parts & equipment
- Floor covering supplies
- Concrete & sand
- Doors & Hardware
- Locksmith items
- Refrigeration Supplies
- Steel
- Flags & Signs
- Fencing materials
- Vehicle repairs & Upholstery
- Landscaping Materials
- Fire Equipment, Supplies and or Services
- Custodial Cleaning Supplies

Contract Period/Term:
A contract entered into as a result of an award by the District under this Solicitation must be available to begin providing goods and/or services starting on September 1, 2022 and continue to be valid for a until the expiration date of August 31, 2027. Supplemental Bids will be issued on an as needed basis throughout this contract period.

Evaluation Criteria:
In determining an award of a contract under this Solicitation and pursuant to the Texas Education Code, the District will award vendors that offer relevant supplies, materials and services which meet the scope of work listed in this solicitation. All Responsive and Relevant bid proposals will be accepted

Required Additional Documents with Online Submission:

In addition to answering the questions in the Attribute Tab, the following documents must be completed and submitted by uploading in the Response Attachment Tab:

- Representations and Certifications Form
- Form CIQ – Conflict of Interest Questionnaire
- Form W-9 – Request for Taxpayer Identification Number and Certification
- Federal Amendment
- Additional Certification Requirements

The enclosed "Terms and Conditions" are an integral part of this Solicitation and will become part of any resulting contract unless deviations/exceptions are requested by the vendor with their submission and accepted by Waco ISD.

Addendums:
The District reserves the right to amend this solicitation by issuing an addendum up to the date set for receipt of submissions. Addendums will be posted at https://wisdebid.ionwave.net. If revisions are of such a magnitude to warrant, in the District's opinion, the postponement of the date for receipt of submissions, an addendum will be issued announcing the new date.

Award:
This Solicitation must remain open for acceptance for a period of at least ninety (90) days. It is the intent of the District to award this bid to multiple vendors at the August 2022 Board meeting to Multiple vendors.

Liability and Reserved Rights:
By vendor's submission in response to this Solicitation, this submission does not obligate or commit Waco ISD to award a contract, procure for any services, or pay costs incurred in the preparation or submittal of any submission. The District is not liable for any costs incurred by the vendor prior to the issuance of any agreements, contracts, or purchase orders, and will not pay for information solicited or obtained in response to this Solicitation. The information obtained will be utilized solely to determine the suitability of the products or services offered. Subsequent procurement, if any, will be in accordance with applicable rules and regulations.

Questions:

For questions regarding this Solicitation, please post your question on the District's online e-bidding website for this bid, located at https://wisdebid.ionwave.net. Answers will be posted through the same online e-bidding website for the benefit of all vendors to see view. Vendors finding errors, omissions, or corrections that need to be made to the specifications shall contact the District as soon as possible before submissions are due.

Contests:

Anyone wishing to contest a recommendation for an award under this Solicitation and/or to present additional information relevant to a submission is required to complete a form providing the reason(s) for the same. A copy of this form must be obtained from the Director of Business Services. The completed form shall be filed with the Director of Business Services no less than four (4) hours prior to the meeting of the Board of Trustees as provided in the above timeline. The vendor may not insert new information other than that presented on the input form.

Submittal Information:

This bid will be submitted online through the Ionwave bidding site. Download and print this bid packet for your records. Complete the required forms contained in this packet. You will be required to uploaded those forms in the Response Attachment Tab. Answer all the questions in the Attribute Tab, then hit submit bid. Once you have completed all areas of the bid, you will receive an email notification that your bid was successfully submitted. Faxed or emailed submissions will not be accepted.

Late Submissions: The District is not responsible for late bid submissions. The online bidding site will automatically close the bid at the designated time which is listed in this solicitation.

Each vendor shall submit their completed bid submission with all required additional documents as provided in this Solicitation electronically at https://wisdebid.ionwave.net.

Online Submissions must be received no later than **Friday, August 12, 2022 @ 2:00 P.M. CST.** Submissions received after this date and time will not be accepted.

******* THE DISTRICT HAS IMPLEMENTED A "NO CONTACT" PROCEDURE DURING THE SOLICITATION PROCESS. THIS MEANS THAT FROM THE DATE THE SOLICITATION IS ISSUED UNTIL THE DATE AN AWARD IS MADE BY THE BOARD, THERE SHALL BE NO CONTACT BY ANY VENDOR TO ANY DISTRICT BOARD MEMBER, OFFICER OR EMPLOYEE (EXCLUDING THE DIRECTOR AND STAFF OF THE BUSINESS SERVICES DEPARTMENT) IN RELATION TO THIS SOLICITATION, UNLESS AUTHORIZED BY THE DIRECTOR OF BUSINESS SERVICES. *******

REPRESENTATIONS AND CERTIFICATIONS FORM

Please review the below representations and certifications carefully and fill out any additional information as requested. By making this submission and signing below, the undersigned represents and certifies as follows:

1. Vendor is not indebted to Waco ISD. Indebtedness to the District may constitute basis for non-award and/or cancellation of any award.

2. Vendor is not under any suspension or debarment that would preclude the vendor from receiving a federally and/or state funded contract.

3. Vendor (except for publicly held corporations) or its owner or operator has not been convicted of a felony, except as disclosed below as required by Texas Education Code Section 44.034. Failure to provide notice as required or misrepresenting the conduct resulting in the conviction may result in termination of any awarded contract at the District's discretion.

   Name of Felon(s):_____
   General Description of Conduct Resulting in Felony Conviction(s): _____
   _____

4. Vendor has not prepared this submission in collusion (i.e., an agreement between two or more parties to deceive the District or defraud the District of its rights) with any other vendor, District board member, or District employee, and the contents of this submission as to prices, quality of product, quantity of product, terms and/or conditions, etc. have not been communicated by the undersigned or by any other employee, agent, representative and/or officer of the vendor to any other person engaged in this type of business prior to the official opening of this submission for the intent or purpose of collusion.

5. No District employee will have a direct financial interest in any contract the vendor may enter into with the District as a result of an award made under this Solicitation, including, but not limited to, in the sale of any land, equipment, supplies, materials or service. Any violation of this requirement will render the contract null and void, unless such contract is approved by the Waco ISD Board of Trustees after full disclosure is made below.

   Name of District employee(s): _____
   Nature of Financial Interest: _____

6. No employee of the vendor has any financial and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee or trustee of Waco ISD, except as disclosed below.

   Name of Vendor's Employee(s): _____
   Title: _____
   Name of Waco ISD Employee/Trustee: _____
   Relationship: _____

7. Vendor (or its ultimate parent company or majority owner) is a Texas Resident with its principal place of business in the State of Texas. If vendor is not a Texas Resident, then vendor is a nonresident from the State of _____, wherein is located vendor's principal place of business.

8. If vendor is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, vendor certifies that it does not and will not boycott Israel during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of $100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.

9. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not boycott energy companies during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the

contract has a value of $100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.

10. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of any contract resulting from this Solicitation. Vendor further certifies that it does not have a written or unwritten internal practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of $100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.

11. Vendor's name is not on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as provided under Texas Government Code Section 2252.152.

12. If an award of a contract as a result of this Solicitation is made and the same constitutes a taxpayer resource transaction as provided under Chapter 2272 of the Texas Government Code, then subject to any exceptions therein, vendor certifies that it is not an abortion provider or an affiliate of an abortion provider. If this provision is violated by vendor, then the contract is voidable by Waco ISD and vendor agrees to indemnify Waco ISD against any action brought by the Office of the Attorney General for a violation of Section 2272.003.

13. In order to obtain and maintain a contract with the District, vendor agrees to abide by all applicable federal, state and local laws, statutes, codes, regulations, guidance, etc., including but not limited to those applicable to contracts that are funded by federal and/or state grants, as provided in the "Provisions for Contracts Awarded Under Federal & State Grants."

14. Vendor has read and understands the requirements of this Solicitation and has therefore submitted true, accurate and complete documents made in accordance with those requirements.

15. Vendor has read, understands and agrees to the "General Terms and Conditions" and any "Special Terms and Conditions" (if applicable) enclosed with this Solicitation. Vendor understands and agrees that these General and/or Special Terms and Conditions govern the relationship between the District and vendor and are hereby made an integral part of this Solicitation, any submission made under this Solicitation, and any contract entered into by and between the District and vendor as a result of an award made under this Solicitation. These General and/or Special Terms and Conditions take precedence and prevail over any conflicting terms and conditions unless specifically identified and such changes are signed by both parties.

By signing below, the undersigned certifies that he/she is a duly authorized agent, representative or officer of the vendor, with the authority and capacity to make this submission and enter into and execute binding contracts on behalf of the vendor, and declares under penalty of perjury that the foregoing representations and certifications are true and correct.

Vendor Name:_____
Address/City/State/Zip:_____
Phone #/Fax #:_____
E-Mail Address:_____
Primary Scope of Business:_____

Submitter's Name:_____
Submitter's Title:_____
Submitter's Signature:_____
Date:_____

WACO ISD

ADDENDUM CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- The contract is only effective upon receipt by the District of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §§200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR 200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

Federal requirements for all contracts under federal awards may include the following, as indicated below:

- Contract over $10,000, must address termination for cause and for convenience by the District including the manner by which it will be affected and the basis for settlement.
- Contracts over $150,000 must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties.
- Equal Employment Opportunity clause
- Davis-Bacon Act clause for construction contracts, including compliance with prevailing wages. [The District must place a copy of the current prevailing wage determination is used by the Department of Labor with each solicitation.]
- Contract Work Hours and Safety Standards Act clause related to the computation of wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
- Rights to Inventions Made Under a Contract or Agreement clause if the federal award meets the definition of "funding agreement"
- Clean Air Act and Federal Water Pollution Contract Act clauses if the contract is in excess of $150,000
- Debarment and Suspension clause which prohibits awarding a contract to a contractor who has been debarred, suspended or otherwise excluded from federal awards.
- Byrd Anti-Lobbying Amendment clause which applies to contractors that apply or bid for an award exceeding $100,000 who must file the required certification.
- Procurement of recovered materials (200.322) clause
- The Buy American provision for Child Nutrition Program purchases. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.
- Waco ISD's Representations and Certifications and Terms and Conditions apply to this purchase as found in this solicitation.

CONTRACTOR	WACO ISD
By: _____	By: _____
Signature	*Executive Director of Finance.*
Date:_____	Date: _____

Additional Certifications Required for Child Nutrition Purchases

INTANGIBLE PROPERTY[1]

All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vets in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

Proposer Certification for "Intangible Property:"

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

RECORD RETENTION REQUIREMENTS[2]

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to the school district and/or purchasing cooperative, under this Agreement. These records and accounts shall be retained by Vendor and made available for review and copying by school district and/or purchasing cooperative for a period of not less than five (5) years from the date of completion of the services, receipt of goods, or the date of the receipt by school district and/or purchasing cooperative, of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit or compliance review has been announced, Vendor shall retain its records and accounts until such audit or compliance review has been completed. When federal funds are expended by school district and/or purchasing cooperative, Vendor further certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333.

Proposer Certification for "Record Retention Requirements:"

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

[1] Intangible Property 2 CFR 200.315
[2] Records Retention 2 CFR § 200.333

COMPLIANCE WITH ANTI-TRUST LAWS[3]

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that:

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

Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

Proposer Certification "Compliance with Anti-Trust Laws:"

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT[4]

When federal funds are expended by school districts in the State of Texas, for any contract resulting from this procurement process, the vendor certifies that the vendor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Proposer Certification for "Compliance with Energy Policy and Conservation Act:"

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

COMPLIANCE WITH TEXAS FAMILY CODE PROVISION[5]

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. **Select applicable certification:**

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[3] Anti-Trust Laws 2155.005

[4] Energy Policy and Conservation Act Pub. L. 94-163, 89 Stat. 871

[5] Texas Family Code 231.006

☐ The undersigned signatories each certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the undersigned signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. **NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement, note "N/A" below.**

Printed Name	Ownership (by %)	Signature

☐ The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

Printed Name	Signature

HEALTH AND SAFETY CERTIFICATES, LICENSING AND REGULATION[6]

Vendor certifies compliance with all applicable local, state and federal health & safety certifications, licensing, or regulations, which include, but are not limited, to facility use, food establishment, and authorized providers. If applicable, this information must be provided with the proposal response or upon request.

Proposer Certification for "Compliance with Health and Safety Certificates, Licensing and Regulation:"

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

PROHIBITED EMPLOYMENT ASSISTANCE[7]

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Proposer Certification for "Employment Assistance:"

[6] Health and Safety Certificates ARM 17.62
[7] Prohibited Employee Assistance 20 USC 7926

- ❑ **YES, I agree to the above.** (Initial: _____)
- ❑ **NO, I do NOT agree to the above.** (Initial: _____)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

GENERAL TERMS AND CONDITIONS

The following Terms and Conditions shall apply to this Solicitation, any submission made under this Solicitation, and any contract entered into by and between the District and vendor as a result of an award made under this Solicitation.

1. **Submission.** Submissions must be made according to the instructions provided in the Solicitation.
   a. *Format*. Submissions must be made on forms or in the format provided by the District. No alteration to the District's forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent by the District. Reproduction of the District's documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any submission made in altered form shall result in rejection of such submission at the option of the District. All prices and quotations must be typed or written in ink. Submissions written in pencil will not be accepted. Mistakes may be crossed out and corrections may be inserted with the initials of the vendor's authorized representative.
   b. *Electronic Submission*. If the Solicitation's instructions provide that submission must be made electronically, then submissions must be made online at https://wisdebid.ionwave.net.
   c. *Hard Copy Submission*. If the Solicitation's instructions provide for non-electronic submissions, please return the original signed submission in a sealed envelope, clearly marked with the vendor's name, Solicitation number and opening date and time. Hard copies of submissions may be hand delivered to 501 Franklin Avenue, Suite 401, Waco, Texas 76701 or mailed to P.O. Box 27, Waco, Texas 76703.
   d. It shall be the sole responsibility of the vendor to ensure that complete submissions are received through the appropriate medium on or before the deadline provided in the instructions. Submissions made by telegram, facsimile or e-mail will not be accepted unless specified in the Solicitation's instructions. Submissions received after the date and time specified in the instructions will not be accepted. Submissions received without proper signatures or without all required documents will not be considered.

2. **Cost.** The District will not be liable for any costs not listed in the vendor's submission.

3. **Unit Price.** Unit prices should be extended in submissions. The unit price will prevail in the event of resolution of mathematical errors in extension or totals.

4. **Discounts.** Vendors are encouraged to offer discounts for quantity buys, timeliness of buys, and/or prompt payment incentives as "value-adds." Discounts will be applied to submission prices(s) and will be considered in the evaluation criteria for recommendation of an award.

5. **All-or-None Combination Prices.** The District will not accept or consider "all-or-none" combination prices for any submission, which is explicitly not solicited by the District in this Solicitation. In the event the District determines in its sole discretion that select items in a submission may be combined for the purpose of making an award, the District will request a total price for said combined items.

6. **Freight Charges and Delivery.** Unless otherwise indicated, prices in vendor submissions must include delivery inside the Waco ISD warehouse or to the school/department placing the order. All freight shall be prepaid. Deliveries shall be made during the District's normal 8:00 A.M. to 5:00 P.M. working hours, unless prior approval has been granted by the ordering department or school.

7. **Invoices.** Invoices provided by vendor must include a list of the goods and/or services provided, dates on which the goods and/or services are provided, and location(s) where the goods and/or services were provided during the billing period.

8. **Payment Terms.** Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever occurs later, unless a prompt payment discount is offered and agreed to by the District.

9. **Taxes.** Vendor must exclude Federal and State sales and ad valorem taxes in its submission. In the event that a vendor is or subsequently becomes delinquent in the payment of its school ad valorem taxes, such fact shall constitute grounds for rejection of the submission or for cancellation of the contract if vendor has been awarded a contract. However, the District reserves the right, in its sole discretion, to deduct any amounts owed for delinquent taxes from payments that the District may owe to the delinquent vendor as a result of such contract.

10. **Time.** Time is of the essence. Vendor agrees to perform all obligations, deliver goods, and/or render services set forth herein.

11. **Purchase Order.** A vendor awarded a contract by the District shall not begin providing services or delivering goods without an authorized purchase order. All purchase commitments shall be on a properly drawn and issued purchase order. Purchases without a properly drawn and issued purchase order will not be honored by the District. The purchase order will list authorized personnel. Purchases will be mailed, faxed or phoned in (purchase order number will be provided). Unless otherwise specified, orders will be completed no later than 30 days after the receipt of the purchase order. Items not delivered within this period will be subject to cancellation by the District.

12. **Samples.** Upon request, a properly tagged sample shall be submitted by each vendor before the time of submission opening at the location provided. The sample shall be provided to the District at no cost. The tag on the sample shall indicate the item number, the name of the vendor submitting the sample, and the Request for Proposal or Bid number. Samples for evaluation purposes must be provided at no cost or obligation to the District. Samples, if not destroyed in examination, will be returned to the vendor upon request, at the vendor's expense. Do not enclose or attach vendor's submission to the sample.

13. **Production Specifications.** Vendor must specify the make and/or model of a product even if the vendor is submitting the brand

specified in the Solicitation and even if submitting a product as "equal." The vendor shall not indicate solely "as specified" or "equal" to be in compliance with the requirements of these Terms and Conditions.

14. **Substitutions.** The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "NO SUBSTITUTE" or similar language is specified. The naming of a particular brand is not intended to limit competition. The brand named in the specifications is known to meet all requirements and expectations of Waco ISD for that particular item. However, the District reserves the right to approve an alternate brand that is submitted as an equivalent. On all such submissions, the vendor shall indicate clearly the product being submitted, and shall supply sufficient data on its own letterhead to enable an intelligent and equitable comparison to be made with the particular brand or manufacturer specified. It is the vendor's responsibility to provide specification sheets for items submitted as "or equal." If an item is submitted as an "approved equal," it shall be the sole discretion of Waco ISD to determine if an item is truly an equal to the named brand. Substitutes on discontinued equipment must be approved by the Director of Business Services prior to shipment. Substituted equipment must meet or exceed the specifications of the equipment originally offered.

15. **Deviation from Specifications.** All deviations from specifications must be noted in detail by the vendor, in writing, at the time of the vendor's submission. The absence of a written list of specification deviations at the time of vendor's submission will hold the vendor strictly accountable to the District to the specifications as written. Any deviations from the specifications as instructed that are not submitted as required may constitute grounds for rejection of the material or item at any time.

16. **Good Faith Compliance with Specifications.** The vendor shall abide by and comply with the true intent of the specifications in the Solicitation and not take advantage of any unintentional error(s) or omission(s).

17. **Special Conditions or Qualifications.** Any special conditions or qualifications concerning price, quantities, delivery, etc. of items submitted must be noted in the vendor's submission.

18. **Right of Inspection.** The District has the right to inspect goods at delivery before accepting them. If the District is not able to inspect the goods at the time of the delivery, the District has the right to inspect and approve the goods within a reasonable time period after delivery is made. If specifications are not met, goods may be returned at the vendor's expense and at the vendor's risk for all damages incidental to the rejection. Payment by the District shall not constitute an acceptance of goods nor impair the District's right to inspect the goods or enforce any other remedies available to the District at law or in equity.

19. **Vendor's Expertise.** By making a submission to the District under this Solicitation, the vendor represents that he/she/it is knowledgeable in the goods and/or services being offered, including historical, current and future market conditions and that the District can rely on this representation.

20. **Quantities.** The quantities requested in the specifications are estimated based on the District's projected use and need. It is specifically understood and agreed that these quantities are approximate figures only and shall in no way obligate the District to purchase those quantities. An increase or decrease in any quantities specified will be adjusted in the submission amount based upon the unit price quoted by the vendor for said item. It is further understood that the vendor shall not have any claim against Waco ISD for quantities less than the estimated amount.

21. **Deduction of Damages from Price.** If vendor fails to deliver the quality and/or quantity of items on which an award is made by the promised delivery date at the prices specified in their submission, the District reserves the right to purchase the specified items elsewhere and vendor agrees to allow the District to deduct the difference in price and cost of handling, if any, from vendor's pending invoices, as permitted under Article II of the Uniform Commercial Code.

22. **Submission Errors.** All submissions shall be deemed final, conclusive, and irrevocable, and no submission shall be subject to correction or amended for errors or miscalculations by the vendor after the submission opening date and time, unless agreed to in writing by the District.

23. **Ambiguity.** In case of ambiguity or lack of clarity, the District reserves the right to consider the most advantageous construction thereof, or to reject the submission.

24. **Withdrawal of Submission.** No submission may be withdrawn for a period of 90 days after the submission opening has taken place, except by the written, mutual consent of the District and vendor. However, submissions may be withdrawn upon providing written notice to the District before the due date established for receipt of submissions. It shall be the sole responsibility of the vendor to ensure said written notice is timely received by the District.

25. **District's Discretionary Authority.** The District reserves the right, in its sole discretion, to take any action deemed in the best interests of the District, including but not limited to, the following: to accept and/or reject any and all submissions, or any part thereof; to waive any informalities, technicalities and/or irregularities in submissions received; to increase or decrease any quantities specified in the Solicitation; to negotiate any and all terms and conditions with vendors; to accept and/or reject each item separately or as a whole; to negotiate separately with any source whatsoever, in any manner necessary; to purchase in total from one vendor or divide the purchase by selection of various items from multiple vendors; to alter the timeline upon providing notice of the alteration; and to reissue the Solicitation (i.e. RFP, IFB, RFO, RFQ, bid, etc.). The District may, in its discretion, award a contract to the most favorable and/or responsible vendor(s) submitted in accordance with the requirements of the Solicitation based on a determination by the District that it is in the best interest of the District and provides the best value to the District, although it may not necessarily represent the lowest prices submitted.

26. **Acceptance by District.** No award of a contract shall be valid, and no contract is created or binding, until approved by the District's appropriate approval authority.

27. **Mail.** Vendors who respond to this Solicitation with either a formal submission or a notice of no submission will remain on our mailing list. Vendors making no response at all may be removed from our mailing list. Vendors are responsible for notifying the District in writing

of a change in their address or telephone number. The District is not responsible for failing to mail a vendor a solicitation or for undelivered or misdirected mail.

28. **No Contact.** The District has implemented a "no contact" procedure during the Solicitation process. Accordingly, from the date the Solicitation is issued until the date an award is made by the District's Board of Trustees, there shall be no contact by any vendor to any District employee (excluding the Director and staff of the Business Services Department) or board member in relation to this Solicitation, unless authorized by the District's Director of Business Services.

29. **Ethics.** Vendor shall not offer gifts or anything of value or enter into any business arrangement with any District trustee, officer, employee or agent.

30. **Equal Employment Opportunity.** Waco ISD does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, age, national origin, disability, political belief, or religion in providing education services, activities or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination of any form, including but not limited to on the basis of race, sex, age, religion, color, national origin or disability. Thus, during the performance of any contract awarded, vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, age, national origin, disability, political belief, or religion, except where it is a bona fide occupational qualification reasonably necessary to the normal operations of the vendor. Vendor agrees to post notices setting forth the provisions of this non-discrimination clause in conspicuous places that are accessible and available to employees and applicants for employment. Vendor, in all solicitations or advertisements for employees placed by or on behalf of vendor, will state that vendor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section. Vendor shall include the provisions of the foregoing in every subcontract or purchase order over $10,000.00, making these provisions binding upon each subcontractor or third-party vendor.

31. **Sexual Harassment Prohibited.** Sexual harassment or sexual misconduct with District employees or students is strictly forbidden and is subject to disciplinary action.

32. **Safety.** All vendors and subcontractors performing services for the District are required to comply with all federal, state and local safety laws and regulations, including but not limited to the Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards. All vendors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under the contract.

33. **Environment of the District.** The District is a tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the vendor to ensure that employees, agents, subcontractors, etc. of the vendor refrain from being under the influence and/or in possession of firearms, illegal drugs, tobacco, and alcoholic beverages while performing duties in accordance with the contract.

34. **Warranties.** The products, goods, and/or services furnished under the contract shall be covered by the most favorable commercial warranties available to any customer for the same or similar products, goods and/or services. Vendor further warrants that the prompt payment discount terms, distribution allowance, quality and performance of products and/or services, prices, product/services warranty, and any other conditions and provisions offered in vendor's submission are the same or better than those offered to the vendor's most favored customer.

35. **Out of State Vendors.** The "Reciprocity Rule" applies. Vendors whose principal place of business is located in a state which gives preference to its residents are subject to the same restrictions when submitting an offer with the District.

36. **Advertising.** Vendor shall not advertise or publish, without the District's prior written consent, the fact that the District has entered into any contract as a result of an award made under this Solicitation, except to the extent necessary to comply with valid requests for information from an authorized representative of the federal, state, or local government.

37. **Right to Assurance.** Should the District have a good faith basis to question the vendor's intent to perform, the District may demand that the vendor give written assurance of their intent to perform. In the event that such a demand is made and no assurance is given within five (5) calendar days, the District may treat this failure as anticipatory repudiation of the contract.

38. **Audit.** The District reserves the right to audit the books of the awarded vendor in regards to a contract awarded under this Solicitation and all supporting documentation surrounding said contract.

39. **Criminal History Records.** In accordance with Section 22.083 of the Texas Education Code, the District may obtain from any law enforcement agency, criminal justice agency, the department or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act all criminal history record information that relates to a person who is an employee of an entity that contracts with the District if that individual's duties are or will be performed on school property or at another location where students are regularly present.

40. **Records Retention.** In accordance with Chapter 552 of the Texas Government Code wherein lies the Texas Public Information Act, if an awarded contract is valued at one million dollars ($1,000,000) or more in a fiscal year for the purchase of goods or services by the District and if the such expenditure will be funded by public funds, the vendor must preserve all contracting information related to a contract awarded by this Solicitation for the duration of the contract term pursuant to the District's records retention requirements, promptly provide contracting information upon request made by the District, and upon completion of the contract either provide the District all contracting information related to the contract at no cost to the District or continue to preserve all contracting information pursuant to the District's records retention requirements. The District's records retention policy will vary based on the type of goods and/or services contract entered into and can be determined by contacting the District's records management department. Upon written request by the District to the vendor to provide requested information, the vendor shall have five (5) business days to provide the District with the requested information. If the vendor fails to provide the requested information, the District shall notify the vendor in writing

and allow ten (10) business days to cure the violation. The District may terminate a contract with the vendor if it determines that the vendor knowingly and intentionally failed to timely cure the violation and failed to take adequate steps to ensure future compliance, absent an exception.

41. **Non-Appropriation of Funds.** Should the District not have sufficient funds appropriated for the purchase of the goods and/or services mentioned in this submission and after timely notification is provided to the vendor, the District is fully and expressly released from all obligations under this contract and any incidental contracts hereto.

42. **Collaborative Contract Management.** Waco ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA/txctpa.org), an alliance of over forty school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through Interlocal agreements. In support of this collaborative effort, all awards made by Waco ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree to do so. 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. 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.

43. **Software Remote Access.** Vendor shall not install a remote access or backdoor into vendor's systems during its analysis of the District's system or at any other time. Vendor will remove remote access or backdoor from third party software to be used by the vendor or District.

44. **Workers' Compensation.** The District will not provide workers' compensation coverage to the vendor. All of vendor's employees, subcontractors, agents, representatives, etc. who will provide goods and/or services to the District must be covered by workers' compensation coverage for the duration of the Contract. The coverage must be based on proper reporting of classification codes and payroll amounts and all coverage agreements must be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the vendor to administrative, criminal or civil penalties or other civil actions.

45. **Independent Contractor Relationship.** In any resulting contract, vendor is being engaged as an independent contractor and the District shall have no responsibility or obligation to provide transportation, insurance, workers' compensation, or employee benefits normally associated with employee status. Vendors covenants and agrees to conduct itself consistent with independent contractor status and it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the District. Vendor will disclose to the District any relationship that could be construed as a conflict of interest or potential conflict of interest or otherwise prejudice in any way the independent relationship of the District and the vendor.

46. **Effective Date.** The effective date of the contract, if any, is the date that the award is approved by Waco ISD's Board of Trustees or designated representative. In some cases, the effective date and the date for start of services may be separated by several weeks and/or months.

47. **Amendment**. No verbal agreement or conversation with any officer, representative, agent or employee of the District either before or after the execution of a contract resulting from vendor's submission in response to this Solicitation or follow-up negotiations shall affect, amend or modify any of these Terms and Conditions or any other terms and conditions contained in any written contract resulting from this Solicitation. No alterations, modifications or amendments to the terms and conditions of any contract entered into as a result of this submission shall be valid or binding unless made in writing and signed by the District's Director of Business Services or his/her authorized designee and an authorized vendor representative.

48. **Assignment.** No assignment or transfer of this submission, in whole or in part, to any other party shall be allowed unless the vendor to whom an award is made provides written request to and receives written approval from the District's Director of Business Services or his/her authorized designee. Written approval must be requested and received prior to any assignment or transfer. In the event the vendor fails to comply with this provision, the District may take any action(s) to require compliance or take any other measures deemed appropriate.

49. **Remedies for Non-Performance.** If at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, (i.e., delays, defaults, non-performance, etc.), then the District reserves the right to employ any remedy allowed by the contract, in law, in equity, or by the Uniform Commercial Code (UCC) including, but not limited to, to purchase on the open market and charge the vendor the difference between the contract and actual purchase price and/or terminate the contract within ten (10) days written notification.

50. **Liquidated Damages.** If the vendor receiving an award under this Solicitation fails to deliver or defaults on the contract within the time specified in the contract, the vendor shall pay (or have withheld from payments due), at the option of the District as liquidated damages as follows: for goods the vendor shall pay $300, or the amount identified elsewhere in the Solicitation and/or contract, per line item of the purchase order that is delinquent, whichever is greater, and for services the vendor shall pay $15,000, or the amount identified elsewhere in the Solicitation and/or contract for the defaulted services, whichever is greater.

51. **Termination/Cancellation.** Any contract awarded as a result of this Solicitation may be terminated or cancelled under the following circumstances:
    a. The District may cancel or terminate the contract for convenience upon providing a 30-day written notice to the vendor.
    b. The District may terminate the contract during the term of the contract if, at the expiration of each District budget period, funds are not adequately appropriated for payment under the contract.
    c. Good and/or services under the contract may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which the delivery of goods and/or performance of services is terminated and the

date upon which the termination becomes effective. This right of termination is in addition to and not in lieu of the District's right to cancel undelivered goods or services under the contract.

d. The District may cancel all or any part of the undelivered goods or services of the contract for cause if the vendor breaches any of the terms of the contract, including, but not limited to, non-performance by the vendor, warranties of the vendor, if the vendor becomes insolvent, or if the vendor begins bankruptcy or reorganization proceedings. The District's rights of termination or cancellation are in addition to other remedies the District may have in law or equity.
e. The District may cancel or terminate all or any part of the contract for cause if a vendor fails to meet applicable federal, state or local laws as required.

The Should the District terminate all or any part of the contract for cause, vendor shall be liable to the District for its damages, including but not limited to actual damages, exemplary damages, liquidated damages, specific performance, reasonable attorney's fees, court costs, and any other remedies available to the District at law or in equity.

52. **Title & Risk of Loss.** The title and risk of loss of goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.

53. **Force Majeure.** The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its own fault or negligence.

54. **Liability & Waiver of Claims.** By making a submission under this Solicitation, the vendor agrees to waive any claim it has or may have against the District, its trustees, officers, employees, representatives, agents and attorneys arising out of or in connection with the administration, evaluation, or recommendation of any submission, waiver of any requirements under the submission documents, waiver of any requirements under the contract documents, acceptance or rejection of any submissions, and award of any contracts.

55. **Indemnification.** Vendor agrees to indemnify, defend, and hold the District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts of omissions of the vendor, the vendor's contractors or any agents, employees, or suppliers of vendor's contractors in the execution of or performance of any contract that is based on or related to the goods and/or services sold or used by the vendor in connection with this award or any contract entered into as a result of this award. Vendor agrees to indemnify, defend, and hold harmless the District, its officers, directors, trustees, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees, for damages arising out of or in connection with the vendor's negligence and/or intentional acts in providing the goods and/or services furnished in any contract based on a result of this award. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at the District's expense.

56. **Waiver.** No claim or right arising out of a breach of the contract by the vendor shall be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or enunciation is supported by consideration and in writing signed by the District.

57. **Severability.** In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the remainder of the contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

58. **Applicable Law and Venue.** Any contract entered into as a result of an award made to a vendor under this Solicitation shall be governed by the laws of the State of Texas and Uniform Commercial Code as applicable and as adopted and amended from time to time by the Texas Legislature. Both parties agree that the venue for any litigation arising out of any contract entered into as a result of this award shall lie in Waco, McLennan County, Texas. The District does not agree to the use of arbitration in resolving any conflicts and such a term in any contract entered into as a result of an award made under this Solicitation will be deemed voidable and stricken by the making of this submission.

59. **Attorneys' Fees.** A resulting award from this submission constitutes a contract between the District and the awarded vendor. The prevailing party in an action, whether in state or federal court, to enforce or interpret the contract or any disputes related thereto is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any other rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.

60. **Governance.** The contents of this Solicitation, the vendor's submission in response to this Solicitation, these General Terms and Conditions, and any applicable Special Terms and Conditions will become part of any contract awarded and govern the relationship between the District and vendor.

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* 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 **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: 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 **not** 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

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.*

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.*