

**Sulphur Springs ISD
Competitive Sealed
Proposal
CSP# FY24-006
Lawncare Services
SSISD**



Please Mail or Hand Deliver completed CSP documents to:
Sulphur Springs ISD
Attn: Sherry McGraw, Business Manager
631 Connally Street
Sulphur Springs, TX 75482
FAXED OR E-MAILED PROPOSALS WILL NOT BE CONSIDERED



Sulphur Springs Independent School District

**631 Connally Street
Sulphur Springs, Texas 75482
(903)885-2153 FAX (903)439-6156**

DATE: May 1, 2024

CONTACT: All inquiries, comments, and questions should be sent to, Dan Froneberger via e-mail at dfroneberger@ssisd.net

Proposal responses are due on **May 24th, 2024, at or before 12:00 p.m.** Please mail or deliver submission to Sulphur Springs ISD, Attn: Kylie Koon, Purchasing Coordinator located at 631 Connally Street, Sulphur Springs, TX 75482.

Proposals will be opened on May 24th, 2024, at 12:01 p.m. in the Sulphur Springs ISD Business Office.

Sulphur Springs ISD thanks you for your time and appreciates your response to this solicitation. If further assistance is required, please contact Dan Froneberger, Director of Maintenance and Transportation at 903-885-2153 ext. 1120.



Sulphur Springs Independent School District

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(903)885-2153 FAX (903)439-6156

General Terms & Conditions CSP# FY24-006

- A. Purpose: Sulphur Springs ISD is soliciting a response to CSP# FY24-006 Lawncare Services. The district will use the proposed options to select a vendor for the project, for Sulphur Springs Independent School District.
- B. Submission Deadline: Please return the signed and sealed proposal **no later than May 24th, 2024, at or before 12:00pm**. No telephone or faxed proposals will be accepted for consideration. Delivery must be made during normal school business hours (8:00 a.m. to 4:15 p.m. Monday – Thursday) and Friday 8:00 a.m. to 4:00 p.m. The District is NOT responsible for any proposal delivered after the scheduled deadline due to any external or internal mail system. Proposers are responsible for making themselves aware of SSISD hours of operation, scheduled holidays, and unexpected closures due to inclement weather, etc. This information can be found on the District's website at www.ssisd.net. Any proposal received after the due date and time will be returned to the vendor unopened.
- C. Submittal Instructions: The proposal must be labelled on the outside of the envelope as follows:
- Sulphur Springs Independent School District
Attn: Kylie Koon
631 Connally Street
Sulphur Springs, TX 75482-2401
CSP# FY24-006 Lawncare Services
- D. Withdrawing a Proposal: Proposals may be modified or withdrawn by written notice delivered in person, by fax, mail, or e-mail if received by the Director of Child Nutrition prior to the exact hour and date specified for receipt of proposals. If a proposal is withdrawn via fax, mail, or e-mail, the unopened proposal will be returned. If written notice is delivered in person by the vendor or an authorized representative, said person shall make their identity known and sign a receipt for the proposal.
- E. Proposal Opening: Proposals will be opened on May 24th, 2024, at 12:01 p.m. in the Sulphur Springs ISD Business Office.
- F. Payment Terms: All terms of payment for the District shall be on Net 30 days basis unless otherwise specified in proposal documents by memo attachment from vendor.
- G. Invoices: All invoices must show purchase order number, school/department location, date, items, unit price, extended price, total, and any other relevant order information.



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All purchase orders must have the signature of the Business Manager present in order to process payment. Do NOT process orders without proper authorization present on the purchase order. Payment may only be processed within the District's regular schedule once confirmation of receipt and an invoice have been received in the Business Office. A copy of all invoices must be sent to the following address to facilitate punctual payment of outstanding balances:

Sulphur Springs ISD
ATTN: Nita Rhoades, Accounts Payable
631 Connally Street
Sulphur Springs, TX 75482

- H. Tax Information: Sulphur Springs ISD is exempt from Federal Excise Tax and State and Local Tax. Do not include taxes any proposal totals or prices offered. The District's tax exemption number is 75-6002535. Tax exemption certificates will be made available to vendors upon request.
- I. Rights Reserved: The District expressly reserves the following rights:
- a. The right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals. If the solicitation package was downloaded from the district website, proposers are responsible for obtaining any addenda issued.
 - b. The right to make no awards as determined to be in the best interest of the District.
 - c. The District assumes NO responsibility for any costs incurred by proposers in developing and submitting a response, obtaining any amendment or addenda, for participation in any solicitation related meeting or conference, or any other costs incurred by vendors submitting proposals.
- J. Questions and Requests for Clarification: Bidders shall promptly notify the District of any omission, ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents. Bidders requiring a clarification or interpretation of the Bid Documents shall make a written request stating the precise question to be answered. Any such question must be received by the District at the address stated above at least ten (10) calendar days prior to the deadline for the submission of Bids. Email questions to: dfroneberger@ssisd.net
- K. Any interpretation, correction, or change of the Bid Documents will be made by written Addenda which will be available on the District website, as well as, the Business Office from which Bid Packages are obtained. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding upon the District, and Bidders shall not rely upon such interpretations, corrections or changes.
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Sulphur Springs ISD Standard Terms and Conditions

1. **CERTIFICATION:** By signature on this proposal document, the vendor certifies that:
 - a. The vendor has not paid or agreed to pay, any person, other than genuine employees, a fee or brokerage resulting from the award of any contract that results from this proposal.
 - b. The prices in this proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.

2. **EVALUATION CRITERIA:** Sulphur Springs ISD will review and evaluate all responses and make a recommendation to the Board of Trustees. The District will use the evaluation criteria as outlined in the Texas Education Code, § 44.031(b). The criteria stated in this section includes the following:
 - a. Price
 - b. Reputation of the vendor and of the vendor's goods or services
 - c. Quality of the vendor's goods or services
 - d. Extent to which the goods or services meet the District's needs
 - e. Vendor's past relationship with the District
 - f. Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses
 - g. Total long-term cost to the District to acquire the vendor's goods or services
 - h. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - i. has its principal place of business in this state
 - ii. employs at least 500 persons in this state
 - j. any other relevant factor specifically listed in this request for proposals

- k. **CONTRACT MODIFICATION:** No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.

- l. **CONTRACT & PURCHASE ORDERS:** A response to this solicitation is an offer to contract with Sulphur Springs ISD and its members based upon the item specifications and the Standard Terms and Conditions contained in the proposal document.



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Proposals do NOT become contracts unless they are both accepted by the District via an Award Letter issued to the vendor and put into effect by the issuance of any purchase order(s) signed by an authorized representative of Sulphur Springs ISD Business Office.

This contract shall collectively include (1) the General Terms and Conditions and the item specifications (if any) included in the proposal and any subsequent addenda, (2) the vendor's signed proposal forms and any other data collection sheets included with the solicitation, (3) the vendor's entire response to the solicitation, (4) the vendor's Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in each individual purchase order. The contract shall be interpreted by and governed under the law of the State of Texas in Hopkins County.

- m. PACKAGING AND SHIPPING: (If applicable) vendor shall be responsible for ensuring that goods delivered are packaged according to industry standards and meet any applicable requirements and regulations. Purchase order numbers should be clearly noted on all packages. All shipments shall be F.O.B. destination, freight prepaid, to Sulphur Springs ISD at the specific address on the purchase order. Deliveries shall be made during normal working hours only unless otherwise approved. Estimated delivery time is due upon submission of bid packet.
- n. GRATUITIES: The District/buyer may, by written notice to the vendor, cancel this contract in the event that it is found by the buyer that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the vendor or any agent/representative of the vendor, to any employee of Sulphur Springs ISD with the purpose of securing an order or favorable treatment with the respect to the awarding or amending, or making of any determinations with respect to the performing of such order. In the event that this contract is cancelled by the District/buyer pursuant to this provision, the buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.
- o. WARRANTIES: By responding to this solicitation, the vendor warrants the following:
 - a. Price – The price to be paid by the district shall not exceed any of vendor's current prices on orders by other entities for product of the same kind and specification as covered by this agreement for similar quantities under similar or like conditions and methods of purchase.
 - b. Product – The vendor shall not limit nor exclude any implied warranties. Vendor warrants that the goods furnished will conform to specifications, drawings, and descriptions contained in proposal documents (if any).
 - c. Safety – (If applicable) the vendor warrants that any product sold to the District shall conform to the standards set forth by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970.



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- p. COMMITMENT OF CURRENT REVENUE: (see Local Government Code 271.903)
The District by law reserves the right to terminate this contract at the expiration of each budget year. The contract is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the contract and the continuing right to terminate. This contract is a commitment of the local government's current revenues only.
- q. ADVERTISING: Vendor shall not advertise or publish, without the District's prior express consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
- r. RIGHT TO ASSURANCE: Whenever one party to the contract in good faith has reason to question the other party's intent to perform, that party may demand that the other party give written assurance of the intent to perform. In the event that a demand is made, and no assurance is given within five (5) business days, the demanding party may treat the failure as an anticipatory repudiation of the contract.
- s. INSPECTION: (If applicable) all goods are subject to the final inspection and acceptance by the District. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to the vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.
- t. LIENS: (If applicable) all goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.
- u. CONFLICT OF INTEREST: This contract is subject to cancellation by buyer if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Sulphur Springs Independent School District, is at any time while the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract.

If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of vendor, such interest must be disclosed in proposal documents.

- v. FORCE MAJEURE: If by reason a Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause. The obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter



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provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.

It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that under the above requirement that any Force Majeure shall be remedied with all reasonable dispatch and shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- w. **REMEDIES & APPLICABLE LAWS:** The District shall have all remedies afforded by each federal and state law, including remedies set forth in the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas and suits pertaining to this contract may be brought only in the courts of the State of Texas in Hopkins County.
- x. **ORDER OF PRECEDENCE:** In the event of conflict, the following precedence shall prevail: (1) the terms and conditions set for the on the face of the contract, (2) provisions set forth in specifications, (3) provisions set forth in any referenced documentation, and (4) the General Terms and Conditions as address to proposers.
- y. **INTERPRETATION OF PAROLE EVIDENCE:** The contract documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Code is used in this agreement, the definition contained in the Code is to control.
- z. **INFRINGEMENT:** The vendor agrees to protect Sulphur Springs ISD from claims involving infringement or copyrights brought forth by any goods or services rendered to the District by said vendor.



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- aa. **INDEMNIFY**: Vendor shall fully indemnify, save, and hold harmless the District, its officers, employees, and agents (hereinafter “the Indemnities”) against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, workers’ compensation and death claims), or property loss or damage of any kind whatsoever that arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the contract, unless such injury, loss, or damage is caused by the sole negligence of Indemnities. Proposer shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.
- bb. **ERRORS OR OMISSIONS**: The District is NOT responsible for any proposer’s errors or omissions.
- cc. **ASSIGNMENT DELEGATION**: No right or interest in this contract shall be assigned nor delegation of any obligation shall be made by vendor without the written approval of the District. The performance of this contract by vendor is of the essence for the contract, and the District’s right to withhold consent to such assignment shall be within the sole discretion of the District on any grounds whatsoever. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- dd. **INDEPENDENT CONTRACTOR**: Vendor shall perform the services required by the contract as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of vendor be considered an employee of the District.
- ee. **CONFIDENTIAL INFORMATION**: If a vendor believes that a proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement must be attached and noted in the response documents. However, the vendor specifically acknowledges and understands that the District may, in some circumstances, be required to disclose information in accordance with applicable federal and state law. As a governmental body, the District is subject to the Texas Public Information Act. Vague or general claims to confidentiality will not be accepted; vendors must be specific when citing reasons for confidentiality that may be exempt under Texas law as well as stating which parts of the response which are believed by the vendor to be exempt. Sulphur Springs ISD assumes NO obligation or responsibility relating to the disclosure of information submitted by vendors.
- ff. **REMEDIES FOR NON-PERFORMANCE OF CONTRACT & TERMINATION OF CONTRACT**: If the vendor cannot comply with the terms and conditions in fulfilling its



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contract as anticipated, the vendor must supply the same products or services contracted from other sources. The vendor's delay in the above, except as provided for under section 13 "Force Majeure" of these Standard Terms and Conditions, will constitute the vendor's material breach of contract, whereupon the District may terminate the vendor's contract for cause as provided by the remainder of the section.

Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract shall include, but not be limited to:

- a. The vendor's failure to adhere to any of the provisions of the General Terms and Conditions and the Standard Terms and Conditions of the proposal.
 - b. The vendor delivering any product(s) that fail to meet the item specifications (if any) included in this solicitation relating to the awarded products.
 - c. The vendor delivering any substitution(s) of product(s) different than those originally proposed (if any) and awarded without written approval of Sulphur Springs ISD.
 - d. The vendor's incomplete response to the solicitation documents.
 - e. Vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual purchase order as issued by the District.
- gg. **INSURANCE REQUIREMENTS:** Applicable to any vendor rendering services on district property. No activities shall be commenced under this contract until a Certificate of Insurance as proof of the required insurance coverage is delivered to the Contract Administrator as detailed in the Specifications. Additionally, the Certificate must state that the District will be given at least thirty (30) days' prior notice of cancellation, material change in the coverage, or intent not to renew any of the policies. The District shall be named as an additional insured. Copies of the insurance policies shall be furnished to the District upon request. A Workers' Compensation Insurance Certificate is required. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Department of Insurance, Division of Workers' Compensation, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84) showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project for the duration of the project.



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- hh. SB252 Certification Regarding Terrorist Organizations. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.
- ii. HB89 Certification Regarding Boycotting of Israel. Pursuant to Sections 2270.001-.002, 808.001-.006, .051-.057, .101-.102 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
- jj. MODIFICATIONS: This contract may be modified or rescinded only by written statement signed by both parties and/or their authorized representatives.
- kk. ADDENDA: In the event that any changes to this solicitation occur, subsequent to the mailing or other delivery of the original solicitation, the changes or corrections to this solicitation will be made by addendum. It is the responsibility of the vendor to obtain any addenda that pertain to this proposal.
-

The signature below certifies that proposer/vendor accepts and understands the Sulphur Springs ISD General Terms and Conditions as well as the Sulphur Springs ISD Standard Terms and Conditions as written and described in the previous pages and agrees to the terms and conditions therein. All proposers must sign each signature area of the proposal in order for the proposal to be considered for acceptance and award. Failure to submit all forms and necessary documents may result in the disqualification of a proposal.

Name and Title of Authorized Representative (please print)

Signature

Date



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GENERAL INFORMATION AND AGREEMENT

1. Specifications and required Lawn Care Service/ Flower Bed options include the following:

- Note that only one Lawn Care Service will be selected. The following campuses listed are what will be serviced for Lawn Care: Bowie, Lamar, Travis, SSES, Douglass, Middle School, and Austin. For campuses for Flower Beds Only are: High School Teacher Entrance, Baseball Complex, & Tennis Complex

- Instructions to Contractor: Sulphur Springs ISD is soliciting proposals for lawncare service for the above listed campuses. Lawncare services include mowing, weed eating, edging, blowing, shrub trimming, flower beds, and as needed storm damage debris pick up. Flower Beds include weeding, trimming, removing dead foliage, and mulch treatment as needed once a year.

- Contract Documents – Contractor shall familiarize themselves with the requirements of all the documents including these “Instructions to Contractor,” the advertisement for proposals, the proposal form, the conditions and specifications and addend’s (if any) issued prior to the receipt of proposals, and any other documents referenced or referred to therein.

- Insurance – Contractor must submit proof of current workers compensation at time of each project. Contractor must submit proof of current liability insurance at time of each project. To protect the Owner, representatives, and employees against liability, loss of expense on account of damage to property or injury or death to any person(s) arising in any way out of or in connection with or resulting from sole expense and until acceptance of the work by the Owner, insurance as hereinafter enumerated in policies which shall be subject to the Owner’s approval as to form, amount and issuing company. Contractor shall include a copy of proof of such coverage to Owner.

- Amounts listed are Minimum:

- WORKMAN'S COMPENSATION – STATUTORY EMPLOYER'S LIABILITY

- COMPREHENSIVE AUTO LIABILITY AND PROPERTY DAMAGE (covering all owned and non-owned vehicles) Combined Single Limit \$1,000,000.00



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- **CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE** (1) Bodily Injury and Property Damage Combined Single Limit \$300,000.00 (2) Premises Operations and Completed
- **LICENSE/CERTIFICATION:** Contractor must submit proof of current licenses/certificate if applicable.
- **MATERIALS AND SUPPLIES:** Materials and supplies will be supplied by contractor unless otherwise stated at time each project is quoted. Tools and equipment required for project will be supplied by contractor unless other arrangements are made with the Maintenance Director.
- **SITE PREPARTION AND PROJECT MAINTENANCE:** Contractor will be responsible for: Site preparation and project maintenance: Contractor will be responsible for conditions such as location, accessibility, and general character of premises. Safe and clean working environment during project Clean up during and after project
- **WARRANTY** The contractor will provide satisfactory workmanship, or the project will be redone at the contractors' expense.
- **PRICING** Rates submitted by contractor will be assured through August 31, 2025. Sulphur Springs ISD reserves the right to accept and/or reject any and/or all proposals submitted. Sulphur Springs ISD is NOT limited to or restricted to use contractors submitting proposals. Projects pricing at \$5,000.00 or more Sulphur Springs ISD reserves the right to advertise for additional proposals.



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PROPOSAL FORM

DATE: _____

TO: Sulphur Springs Independent School District
Sulphur Springs, Texas 75482

PROJECT: Lawncare Services

BASE PROPOSAL Pursuant to and in compliance with the Notice to Contractors relating thereto, the undersigned proposes and agrees, if this proposal is accepted, to furnish all equipment, materials, labor, tools, supplies, and to perform all work described in the specifications forming a part of the contract documents, in a manner therein prescribed and in accordance with all addenda issued by the Owner prior to the opening of proposals, in the manner and time prescribed, and that contractor will accept in full payment therefore the LUMP SUM AMOUNT OF:

TOTAL PROJECT: (_____) DOLLARS

CONTRACTOR INFORMATION

Company Name

Telephone

Address

Cell Number

City, State, Zip

Fax Number



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2. NOTE: THE DISTRICT WILL NOT PAY FOR ANY GOODS OR SERVICES PURCHASED WITHOUT A PROPERLY APPROVED AND SIGNED SULPHUR SPRINGS ISD PURCHASE ORDER.

3. The proposal MUST include each of the following forms completed and returned along with all other proposal documents:

- a. W-9 Tax Form must be dated 2024
- b. Conflict of Interest Questionnaire
- c. Felony Conviction Form
- d. Debarment & Suspension Certification Form
- e. EDGAR Agreement

Sulphur Springs Independent School District Vendor Information Form

Vendor Name: _____

Vendor DBA: _____

Federal Tax ID or SSN: _____

Type(s) of Goods or Services: _____

Vendor Mailing Address: _____

Vendor Remit Address (if different than mailing address) _____

Vendor Phone # _____ Vendor Fax # _____

Vendor Website URL: _____

Vendor Email address for purchase orders: _____

Please circle below if Vendor is in any of the Purchasing Cooperatives listed below.



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<u>Cooperative Name</u>	<u>Contract #</u>	<u>Expiration Date</u>
➤ TIPS/REGION 8 ESC		
➤ PACE/REGION 20 ESC		
➤ BUYBOARD		
➤ OMNIA		
➤ NATIONAL 1GPA		
➤ TXMAS/STATE OF TEXAS		
➤ E & I COOPERATIVE		

General Information and Agreements

1. All invoices and packing slips from successful vendor(s) must include the manufacturer's identification number and the vendor's item number as applicable.

Can the vendor comply with this requirement? Yes No

2. All invoices must have a District purchase order number on them. A clear and legible packing slip with each order along with timely invoices will generate payment to the vendor. Drop shipments must also have a purchase order noted.

Can the vendor comply with this requirement? Yes No

3. Describe the goods or services offered.

4. Please state the percentage if any, of discount being offered to Sulphur Springs ISD for term(s) of the award. If discount is 0% please note as such.

_____ % Discount

5. List any exclusions from discount offer:



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6. Will any discount to the district be automatically calculated on invoices, or will the District be required to calculate and note the discounts on purchase orders?
7. Describe freight charges as they shall apply to the District.
8. Please specify the minimum order requirement if any:
9. Sulphur Springs ISD operates on a purchase order system. Does vendor agree to accept district purchase orders? Please list any information to be included on purchase order per vendor requirements.

Requirements: Yes No
10. Please note: The District will not pay for any goods or services purchased without a properly approved and signed Sulphur Springs ISD purchase order.
11. Sulphur Springs ISD cannot enter into a contract with any individual and/or company for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the awarded contract under Section 2271 of the Texas Government Code.

____ Yes, I hereby certify that I and/or my company will adhere to Section 2271 of the Texas Government Code.

I hereby certify that the above information is true and correct. I further certify that I am an authorized representative of this vendor.

Vendor Authorized Representative
(Print Name)

Title

Vendor Authorized Representative
(Signature)

Date



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

**Request for Taxpayer
 Identification Number and Certification**

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

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

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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ 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. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
					-				
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.



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CONFLICT OF INTEREST DISCLOSURE STATEMENT

Sulphur Springs Independent School District (SSISD) is required to comply with EDGAR Conflict of Interest Requirements. EDGAR requirements as amended on Dec 26, 2014, under 2 CFR Part 200 state the following: No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Any company that does business with SSISD must fill out a Conflict-of-Interest Questionnaire (CIQ) whether or not a conflict of interest exists.

The officers, employees, and agents of SSISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through our personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the Board President and addressed through the board policies.

Even if no conflict of interest exists, please write your company name in Box 1, you MUST type N/A in Box 3 of the CIQ form, sign, date, and return the form.

List of Local Government Officers

Board of Trustees

President: Craig Roberts
Vice President: Jason Dietze
Secretary: Kerry Wright
Board Member: John Pricketter
Board Member: Leesa Toliver
Board Member: Darla Reed
Board Member: Adam Teer

Administration

Superintendent: Dr. Deana Steeber
Assistant Superintendent & Human Resources: Justin Cowart
Assistant Superintendent: Jeremy Lopez
Business Manager: Sherry McGraw
SSISD Tax Collector: Sandra Gibby
Director of Child Nutrition: Veronica Arnold
Director of Maintenance & Grounds: Dan Froneberger
Director of Transportation: Dan Froneberger
Director of Special Services: Lyndsay Anderson
Director of Athletics: Brandon Faircloth



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CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;">Yes No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;">Yes No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right;">Date _____</p>		



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FELONY CONVICTION NOTICE

The Texas Education Code, Section 44.034(a) states that 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 the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

My firm is a publicly held corporation, therefore this requirement is not applicable.

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

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name: _____

Description of conduct resulting in a felony: _____

Name: _____

Description of conduct resulting in a felony: _____

Name: _____

Description of conduct resulting in a felony: _____

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

Vendor's Name: _____

Authorized Company Official's Name: _____

Authorized Company Official's Title: _____

Date

Signature



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DEBARMENT AND SUSPENSION CERTIFICATION

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended, or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this vendor:

- **Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this application, in accordance with Sec. 44.034, Texas Education Code, and**
- **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 (§__ .36)**

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ Fax Number: _____

Authorized Company Official's Name: _____

(Printed)

Signature of Company Official: _____

Date: _____



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Sulphur Springs Independent School District Required EDGAR Certifications

The following provisions are required by the Education Department General Administrative Regulations (EDGAR) as they apply to any federal funds expended by Sulphur Springs ISD.

These provisions are defined in Appendix II of 2 CFR Part 200.

- A) Breach of Contract Terms: Contracts for more than the simplified acquisition threshold currently set at \$250,000 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.

In accordance with Federal Rule A, when federal funds are expended by Sulphur Springs ISD, the District 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.

- B) Termination for Cause or Convenience: All contracts in excess of \$10,000 must address termination for cause and for the convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

- 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., pg. 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."



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In accordance with Federal Rule C above, when federal funds are expended by Sulphur Springs ISD, on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- D) Davis-Bacon Act Compliance: 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.

In accordance with Federal Rule (D) above, when federal funds are expended by Sulphur Springs ISD, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- E) Contract Work Hours and Safety Standards Act: (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer since 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.



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In accordance with Federal Rule € above, when federal funds are expended by Sulphur Springs ISD, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

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

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

- G) Clean Air Act: (42 U. S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$250,000 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).

In accordance with Federal Rule (G) above, when federal funds are expended by Sulphur Springs ISD, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

- H) Debarment & Suspension: (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., pg. 189) and 12689 (3 CFR part 1989 Comp., pg. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties, debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

In accordance with Federal Rule (H) above, when federal funds are expended by Sulphur Springs ISD, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is



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presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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



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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.

In accordance with Federal Rule (J), when federal funds are expended by Sulphur Springs ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions as outlined by this provision.

(K) Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics, and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

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

(L) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.



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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

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

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



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CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

The signature below certifies that proposer/vendor accepts and understands the required EDGAR Certifications as written and described in the previous pages and agrees to the terms therein.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____