

Consider approval of awarding RFP 2508-925
Purchase of Hardware Supplies and Building Materials
August 25, 2025

1. Board Goals:
Domain 2: Effective, Well Supported Staff
Domain 3: Positive School Culture
Domain 4: Alignment of Financial Well Being With Student Achievement
2. Background:
The state's purchasing requirements specify that any purchase(s) \$50, 000 or more (including in the aggregate) must be competitively procured CH (Legal)(Local).
3. Process:
The purchasing department issued RFP 2508-925 for Hardware Supplies and Building Materials. The district received two proposals - one from Mark's Plumbing and one from UOCL - DBA as Uvalco.
4. Fiscal Impact:
Depending on the purchase volume
5. Recommendation:
The administration recommends approval of both vendors, Mark's Plumbing and UOCL -DBA as Uvalco.
6. Action Required:
Board action
7. Contact Person:
Pam Bendele

EVALUATION SCORECARD
RFP 2508-925
HARDWARE, SUPPLIES AND BUILDING MATERIALS

EVALUATOR'S NAME: _____ DATE: _____

VENDORS		MARK'S PLUMBING*	UOCL (UVALCO)**				
EVALUATION CRITERIA	POINTS						
1 The purchase price	30						
2 The reputation of the vendor and of the vendor's goods and services	10						
3 The quality of the vendor's goods or services.	10						
4 The extent to which the goods or services meet the district's needs.	15						
5 The vendor's past relationship with the district.	10						
6 The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.	0						
7 The total long-term cost to the district to acquire the vendor's goods or services.	5						
8 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	0						
A. has its principal place of business in this state	5						
B. employs at least 500 persons in this state	0						
9 Any other relevant factor specifically listed in the request for bids or proposals. In evaluating Proposals submitted, the following considerations will be considered (but not limited to): price, quality, suitability for intended use, and probability of continuous availability, time of service, delivery and physical proximity to Uvalde CISD geographical boundaries.	15						
TOTAL SCORE	100						

Evaluation Notes:

* Mark's Plumbing offers applicable discounts to be applied at time of quotation or purchase

** UOCL (UVALCO) offers 4% discount across the board for all items from list, store shelf, or catalog

	Mark's Plumbing	UOCL UVALCO
Committee Member #1	89	91
Committee Member #2	99	76
Committee Member #3	80	70
Committee Member #4	85	80
Total Points	353	317



UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

1000 N. Getty Street
Uvalde, Texas 78801
Phone: (830) 278-6655

REQUEST FOR PROPOSAL
RFP #2508-925
HARDWARE, SUPPLIES AND BUILDING MATERIALS
Date of Issue: July 13, 2025

1.0 NOTICE OF INTENTION

Uvalde Consolidated Independent School District (“Uvalde CISD” or “the District”) is conducting this procurement to establish a multi-awarded contract for **hardware, supplies and building materials**. Contract issued between Uvalde CISD and the successful proposer shall be for a period of one (1) year, with Uvalde CISD having the option to renew the agreement for two (2) additional one-year terms upon agreement with the vendor. Consequently, the total term of the agreement may be for a period of three (3) years. The phrase “term” in this agreement shall mean the then-current term of the agreement, whether the initial term or a renewal term.

It is the intent of Uvalde CISD to select the Multiple Respondent(s) demonstrating the **best overall value** to the District and to enter into a multi-awarded contract with qualified vendors.

Responses to this request for proposal (RFP) shall be labeled, sealed and include all the information requested hereafter. The District recommends you either hand-deliver the RFP response to the district’s central office or have it delivered by a courier type service, such as FedEx or UPS with a recipient’s signature and documented time of delivery to the following address:

Uvalde CISD
Attn: Leticia Leos
1000 N. Getty Street
Uvalde, Texas 78801

Oral, e-mail, or telegraphic proposals transmitted via the District’s fax machine are not acceptable and will be rejected.

PLEASE SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. CST ON JULY 29, 2025.
Mark the outside of your sealed envelope with “RFP #2508-925 – Hardware, Supplies, and Building Materials.”

Proposals received at the Uvalde CISD Business and Finance Department after the time and date specified above will not be considered and will be filed unopened. Uvalde CISD shall not be held liable for late proposals.

The RFP response **must** be signed by an individual authorized to contractually bind the firm submitting the response. A failure to sign the response will cause it to be rejected as non-responsive. Responses must give full firm name and address of proposer. Person signing the response should show title or authority to bind his/her firm in a contract.

2.0 INSTRUCTIONS TO PROPOSERS

- 2.1 The timetable for **RFP #2508-925** is as follows:

Deadline for Questions	July 23, 2025 by 12:00pm CST
Response to Questions/Addendum(s) Posted by	July 24, 2025 by 5:00pm CST
Proposal Due Dates	July 29, 2025 by 2:00pm CST
Anticipated Award Date	August 25, 2025

- 2.2 All questions regarding this proposal must be submitted in writing (e-mail preferred) **no later than 12:00pm July 23, 2025**, to Leticia Leos via email at: lleos4563@uvaldecisd.net. Please reference **RFP #2508-925** on the subject line of email.

All questions and their corresponding answers will be distributed to all proposers as an addendum on the website ([UCISD Online Bid Posting page](#)). No individual written or verbal responses will be provided. All questions and their corresponding answers will be posted on the district's website ([UCISD Online Bid Posting page](#)) by **July 24, 2025 at 5:00 PM CST**. It is the proposer's responsibility to check this website for any posted addenda.

- 2.3 All proposers must complete and submit the required forms enclosed (or otherwise requested herein) for the RFP to be considered responsive. If a form is left out or missing information that doesn't affect the proposer's bid, Uvalde CISD will contact vendor for information in lieu of deeming unresponsive. The name of the representative on these forms should be the same. All supplemental information required by the RFP must be included with the RFP when submitting. Failure to provide complete and accurate information may disqualify the proposer.
- 2.4 If any exceptions are taken to any portion of this RFP, the proposer must clearly indicate the exception taken and include a full explanation on the *Deviation Form*, or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the proposer of the RFP as proposed by the District. The District reserves the right to reject an RFP containing exceptions, additions, qualifications or conditions.
- 2.5 Uvalde CISD is exempt from federal excise taxes and state and local sales tax. Do not include these taxes in your proposal.
- 2.6 The District and proposers may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, Uvalde CISD reserves the right to award a contract without discussions/ negotiations. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.
- 2.7 No proposal may be withdrawn prior to opening of proposals without written request (addressed to the Uvalde CISD Business and Finance Department) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Uvalde CISD upon receipt.

- 2.8** Uvalde CISD is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed *Confidentially Declaration Form*. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release
- 2.9** A committee selected by Uvalde CISD will review and evaluate all responses and make a recommendation to the Uvalde CISD Board of Trustees. Proposals will be evaluated using the following criteria mandated by Texas Education Code § 44.031(b) to determine the vendor(s) that provides best value to Uvalde CISD.

	EVALUATION CRITERIA	POINTS
1	The purchase price	30 pts.
2	The reputation of the vendor and of the vendor's goods or services	10 pts.
3	The quality of the vendor's goods or services	10 pts.
4	The extent to which the goods or services meet the district's needs.	15 pts.
5	The vendor's past relationship with the district.	10 pts.
6	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.	0 pts.
7	The total long-term cost to the district to acquire the vendor's goods or services.	5 pts.
8	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:	
	A. has its principal place of business in this state	5 pts.
	B. employs at least 500 persons in this state	0 pts.
9	Any other relevant factor specifically listed in the request for bids or proposals. In evaluating Proposals submitted, the following considerations will be considered (but not limited to): price, quality, suitability for intended use, and probability of continuous availability, time of service, delivery and physical proximity to Uvalde CISD geographical boundaries.	15 pts.

Per Texas Education Code, Subchapter B, Sec. 44.031(b) *All contents provided in this in this solicitation, will be considered as an evaluation factor.

- 2.10** In the Evaluation and Award of Proposals:
- a) Uvalde CISD reserves the right to accept or reject all or any part of a proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.
 - b) The District reserves the right to award to a single proposer, multiple proposers, each line item separately or in any combination it determines to be in its best interest.
 - c) Responses and offers must remain open for acceptance for a period of thirty (30) days subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
- 2.11** The successful proposer(s) will be notified in writing after review and acceptance by the District.
- 2.12** The District reserves the right to request descriptive and illustrative literature covering the items you propose to furnish when bidding “or equal” items. Literature provided must contain adequate information for district personnel to evaluate the quotation product as “or equal.” Failure to do so will result in the rejection of your quotation.
- 2.13** If the bidder professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its bid a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official and the owner will be required to sign and have notarized a sole source affidavit provided by the District. This declaration shall not exempt the vendor from signing and submitting a signed bid.
- 2.14** By signing this request for proposal (RFP), the undersigned proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.
- 2.15** The person whose signature appears on the cover page of this request for proposal (RFP) hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government’s “List of Parties Excluded from Federal Procurement and Non-procurement Programs” published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal.
- 2.16** By signing this request for proposal (RFP), the proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Proposal, including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure of proposer to sign their proposal will render it null and void.

Tie proposals, which are equal in all respects, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price only, may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth in the factors and points below.

- 2.18** Form HB 1295 may be required; to be determined after award of vendors. Vendor will be notified if necessary. If required, upon notification of intent to award, the person or entity submitting this proposal must comply with House Bill 1295 which is codified on the Texas Government Code 2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties, within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics Commissions website at: <https://www.ethics.state.tx.us/filinginfo/1295/>

3.0 UVALDE CISD TERMS AND CONDITIONS

3.1 Terms and Conditions

The specifications included herein upon award shall become the legal and binding contract. In submitting the RFP, proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the firm and the District.

3.2 Assignment

The successful proposer may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

3.3 Termination

Uvalde CISD shall have the right to terminate for default all or part of a resulting contract if the firm breaches any of the terms hereof or if the firm becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Uvalde CISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

Uvalde CISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the proposer of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

Uvalde CISD may terminate a resulting contract and debar the firm from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and "Energy Policy and Conservation Act."

3.4 Indemnification

Uvalde CISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

3.5 Choice of Law

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. Any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Uvalde County, Texas.

3.6 Jurisdiction and Service of Process

Any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Uvalde County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court.

3.7 Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Uvalde County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

3.8 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the Uvalde CISD, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or contractors in the execution or performance of any agreements ultimately made by Uvalde CISD and the vendor including, without limitation, those arising from claimed infringement of any patents, trademarks, copyright or other corresponding right(s) which is related to any item the vendor is required to deliver.

3.9 Contract Governance

Any contract made or entered into by the Uvalde CISD is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, Uvalde CISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

3.10 Payment Terms

Uvalde CISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- Invoice is received at the address indicated on the purchase order.
- Pricing on the invoice matches the price on the purchase order.
- Include a description of the goods or services provided, the purchase order number, invoice number and any applicable cash discount.
- Quantities on the invoice do not exceed those specified on the purchase order.
- Unique invoice number used for each billing.
- Merchandise has been shipped or service performed.
- Description of goods and services on the invoice shall match the description on the purchase order.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned. Purchase orders will serve as the award instrument(s) against this request for proposal. Orders will be placed as items are approved for purchase and funds become available.

3.11 Loss of Funding and Commitment of Current Revenue

Termination of the agreement under this paragraph is to be considered termination for non-appropriation of funds. District shall have the continuing right to terminate this agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the District incurring any liability to vendor as result of such termination, including early termination charges. If Uvalde CISD terminates this agreement pursuant to this paragraph, the vendor will have the right to collect and retain payment for services rendered to the District through termination date but shall not be entitled to any early termination charges.

3.12 Criminal History Checks

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

3.13 Insurance Requirements

All vendors who perform contracted services for Uvalde CISD are required to supply proof of insurance prior to the start of the project. The District reserves the right to require higher limits of coverage depending on the size, scope and nature of a contract. Uvalde CISD must be named as an additional insured. Vendor shall, at all times during the term of this agreement, maintain insurance coverage. Such insurance is to be provided at the sole cost of vendor. These requirements do not establish limits of vendor's liability. The immunity of the owner shall not be a defense from the insurance carrier. All successful bidders may be required to submit a certificate of insurance after award.

3.14 Exclusivity of Award

Any awards or contracts resulting from this document and the process described herein are not an exclusive award or a guaranteed quantity or volume and the Uvalde CISD reserves the right to purchase goods or services described herein from other sources, unless the specifications herein and resulting contract documents expressly provide to the contrary in which case the contract provision will control for this provision.

3.15 Records

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 Uvalde CISD under this agreement. These records and accounts shall be retained by the vendor for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by Uvalde CISD of Vendor's final invoice or claim for payment in connection with this agreement, whichever is later.

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

3.16 The Uniform Commercial Code

The Uniform Commercial Code shall govern the agreement between the seller and the District created by this proposal. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement. Proposers are advised that all District contracts are subject to all legal requirements provided for in the Local, State, and Federal statutes.

3.17 Force Majeure Clause

Proposer shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

3.18 Uvalde CISD Communications

Contact between vendors and Uvalde CISD personnel or officials during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Uvalde CISD personnel or officials may result in disqualification. All communications shall go through Aubrey P. Haynes in the Uvalde CISD Business and Finance Department during this competitive process as outlined above in Section 2.2.

3.19 Warranty

All goods and/or services provided by vendor under this agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design. Vendor warrants that all goods and/or services furnished under this agreement shall conform in all

respects to the terms of this agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by Uvalde CISD. In addition, the vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended.

4.0 SCOPE OF SERVICE AND SPECIFICATIONS

4.1 Scope of Services

Uvalde CISD is soliciting proposals for **RFP #2508-925 “Hardware, Supplies, and Building Materials.”** This will be a multiple award RFP as one vendor likely may not be able to provide best value in all necessary circumstances for the District. Multiple vendors will be awarded based on the needs of the district over the life of the award and the criteria listed in the RFP. If you do not offer any discounts, and only offer shelf price at the time of purchase, you are still required to complete all the required forms in the RFP and return it to the District as per the instructions to qualify your business for any possible award as a vendor for the District during the coming year(s). The awards will be judged on the mandatory evaluation criteria in Texas Education Code Section 44. This is an as-needed type contract for all Uvalde CISD campuses and departments. **The contract period is effective as of the date of the award. The award is for one year and is subject to renewal for two (2) additional one-year periods upon annual agreement of both parties.** The district reserves the right to cancel the award at any time for cause or no cause.

4.2 Submission of Proposals

Submission of sealed proposals is required because it denotes pricing, discounts, and special terms as proposed for the advertised goods or serviced required by the District. Proposals must be submitted by the published due date and time shown on the RFP. Proposals received after the published time and date cannot be considered.

All questions regarding this proposal must be submitted in writing (e-mail is preferred) **no later than 12:00pm July 23, 2025** to Leticia Leos via email at: lleos4563@uvaldecisd.net. Please reference **RFP #2508-925** on the subject line of email.

Hardware and Building Supplies include, but are not limited to:

- (1) Lumber, sand, cement
- (2) All types of plumbing and electrical items
- (3) Nails, screws, and other fasteners
- (4) Roofing materials and supplies
- (5) Tools (both power and hand tools)
- (6) Gardening and lawn care items (such as rakes, shovels, hoses, fertilizer, etc.)
- (7) Glue and caulking
- (8) Paint and painting supplies
- (9) Metal pipe, welding supplies and equipment
- (10) Cleaning supplies
- (10) Other supplies and/or materials not listed

Uvalde Consolidated Independent School District (UCISD) is seeking a percentage discount off posted prices either across the board or per category. **Discounts must be firm for one (1) year during the contract period for proposal to be considered.** The vendor may always, at

any time, provide a better discount but never a lessor discount than the awarded proposal stipulates. If vendor wishes to cancel participation, they must notify Uvalde CISD in writing at the following address: Uvalde CISD, Purchasing Department, P.O. Box 1909, Uvalde, Texas 78802. Uvalde CISD does not make guarantee as to volume purchased annually. The amount purchased is strictly at the discretion of Uvalde CISD. This is not an exclusive award and the District reserves the right to purchase the same goods and services from any vendor. When renewing, the district will consider changes to the discount, but the vendor will be required to provide documentation on the changes and both parties must agree.

4.3 Uvalde CISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals or awards without cause;
- (b) Waive any defect, irregularity or informality in any proposal of RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specification if it is determined that the total cost is lower and the overall function is not impaired;
- (d) Reissue any RFP;
- (e) Consider and accept an alternate proposal as provided herein when most advantageous to Uvalde CISD;
- (f) Uvalde CISD has the right to cancel the award at will;
- (g) District will pay for any work performed due to properly presented purchase order and vendor will deliver any product for which payment is demanded. All orders shall be placed by an authorized purchase order of the district before order is effective.
- (h) Procure any item or services by other means.

4.4 Prices

All percentage off discounts quoted must be firm for one year and are subject to renewal for two (2) additional one (1) year periods if both parties agree.

4.5 Proposals Must

- (a) Note any minimum order quantity requirements (e.g. \$100 minimum or 10 item minimum)
- (b) Note any limitations or exceptions

4.6 Shipping and Delivery

Shipping and delivery shall be to the district location that orders the goods and shall be included in the pricing of every product. No additional charges will be allowed. Only if the district requests non-standard, short turnaround delivery of an item that is on the line item pricing sheet, will extra shipping charges be allowed.

4.7 Quotes

All quotes shall:

- a. Exclude taxes
- b. Include all shipping and delivery charges if shipped to our location. Any shipping charges that are not included in the quoted prices for apparel must be agreed in writing or email, prior to delivery of purchase order, but this should happen very infrequently.

4.8 Purchase Orders Required

Vendors must receive a valid purchase order prior to fulfilling any order(s) from Uvalde CISD. Uvalde CISD is not responsible and will not pay for any merchandise ordered without a valid signed purchase order in advance as the purchase was not authorized by the district.

BIDDING SHEET(S)

Are you offering a proposed discount?

_____ **YES** (please fill out Bidding Sheets)

_____ **NO** (items only offered at the shelf price at the time of purchase)

Note: If no discount will be given as items are only offered at shelf price at the time of purchase, you still have to complete and submit all forms in the RFP (except for pricing bidding sheet).

Have you been or are you a current vendor for the district? (circle one) YES or NO

PERCENT OFF DISCOUNT(S) OFFERED

Please specify what price discount from your regular list/store shelf/catalogue/walk-in pricing you propose to offer the District on the aforementioned materials or services. **You are encouraged to construct your own bid sheet with proposed discounts on the items and categories you choose to propose. You may also give an across the board discount on all store items. Discounts must be firm for at least one-year.**

1. Discount across the board for all store items from list, store shelf, or catalogue _____% off.
2. If discount varies on category, please fill in below (or write below and/or include a bid sheet stating what discounts will be given for various items or categories)
 - a. _____ % discount off of shelf price for Electrical.
 - b. _____ % discount off of shelf price for Plumbing.
 - c. _____ % discount off of shelf price for Paint and Painting Supplies.
 - d. _____ % discount off of shelf price for Tools.
 - e. _____ % discount off of shelf price for Lawn and Gardening items.
 - f. _____ % discount off of shelf price for Lumber, Sheetrock, Trim.
 - g. _____ % discount off of shelf price for Roofing Materials.
 - h. _____ % discount off of shelf price for Metal Pipe and Fencing.
 - i. _____ % discount off of shelf price for Welding Supplies.
 - j. _____ % discount off of shelf price for Fasteners, Nails, Screws, Glue, Caulk.

DECLARATION OF COMPLIANCE AND AGREEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

I hereby certify and affirm that I am authorized to bind this company to the proposal submitted in response to Uvalde CISD RFP #2508-925. The contract period is effective as of the date of the award. The award is for one year and is subject to renewal for two (2) additional one-year periods upon annual agreement of both parties.

Company name: _____

Address _____ City _____

State _____ Zip _____

Signature of authorized person: _____ Title: _____

Printed name of authorized person: _____ Date: _____

Email _____ Phone Number _____

**CHECKLIST FOR FORMS
THAT MUST BE SUBMITTED WITH
BID RFP # 2508-925**

Proposers are encouraged to complete and return this checklist and the required documents as a part of their response submittal. Failure to return any of the required documents may subject your proposal to be rejected.

- | | |
|---|---------------|
| ➡ Bidding Sheet(s) (including any attachments) | YES____NO____ |
| ➡ Declaration of Compliance and Agreement | YES____NO____ |
| ➡ Deviation Form | YES____NO____ |
| ➡ Confidentiality Declaration Form | YES____NO____ |
| ➡ Vendor Application Form | YES____NO____ |
| ➡ IRS Form W-9 | YES____NO____ |
| ➡ Conflict of Interest Questionnaire | YES____NO____ |
| ➡ Felony Conviction Notification | YES____NO____ |
| ➡ Certification Regarding Debarment and Suspension | YES____NO____ |
| ➡ Certification of Criminal History Record Information | YES____NO____ |
| ➡ UCISD State & EDGAR Certifications | YES____NO____ |
| ➡ 1295 Form (<i>Only If awarded must the vendor complete</i>) | YES____NO____ |

**FOR YOUR CONVENIENCE, ALL FORMS REQUESTED ARE
ATTACHED TO THE BID DOCUMENT**

DEVIATION FORM

RFP # 2508-925

Company Name

Address

City

State

Zip

Phone Number

Fax Number

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

☐ No Deviation

☐ Yes Deviation If yes is checked, please list below:

[illegible]

CONFIDENTIALITY DECLARATION FORM

**CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE
PROCUREMENT REQUEST FOR UVALDE CISD IS GOVERNED BY TEXAS
GOVERNMENT CODE, CHAPTER 552**

If you consider any portion of your proposal as confidential information and not subject to disclosure pursuant to Chapter 552 Tex. Gov't Code or other laws, you **must make a copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a coversheet to said materials and place this completed form and the copied materials in a separate envelope and include the confidential materials envelope with your proposal submission. ***(The envelope will not be opened unless a Public Information Request is made. You must include the confidential information in the submitted proposal as well. The copy in the envelope is to show Uvalde CISD which material in your proposal you deem confidential only in the event of a Public Information Request.)*** You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. You may copy, complete and affix the following to the envelope containing the copies of the confidential materials. Uvalde CISD will follow procedures of controlling statute(s) regarding any claim of confidentiality. Pricing of solicited products or service may be deemed as public information under Chapter 552 Tex. Gov't Code.

This envelope contains material for our proposal that I classify and deem confidential under Tex. Gov't Code § 552 and I invoke my statutory rights to said confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name and Signature of authorized company officer claiming confidential status of material

Address	City	State	Zip	Phone
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**ENCLOSED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR
RESPONSE TO RFP # 2508-925**

Express Waiver: I desire to expressly waive our claim of confidentiality of any information contained within our response to the competitive procurement process by completing the following and submitting this sheet with our response Uvalde CISD procurement process (e.g. RFP, CSP, Bid, etc.).

Name of company expressly waiving confidential status of material

Printed Name and Signature of authorized company officer expressly waiving confidential status of material

Address	City	State	Zip	Phone
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UVALDE CISD

VENDOR APPLICATION PACKET SY 2024-25

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Vendor Application Form

Instructions:

1. The application form should be completed and signed by an authorized representative of the vendor.
2. The application should be submitted (as noted below) with all supporting documents, including but not limited to:
 - a. W-9 Form
 - b. Conflict of Interest Questionnaire
 - c. Felony Conviction Form
 - d. Debarment and Suspension Certificate Certifying Statement
 - e. Certification of Criminal History Record Information (if working with students)
 - f. Certificate of Insurance (as appropriate for on-site professional services)
 - g. UCISD State & EDGAR Certifications
 - h. Certificate of Interested Parties - 1295 Form (if contract that requires Board approval)

Notice to Prospective Vendors:

1. Vendors are not placed on the district's approved vendor list until a purchase order is approved by the Business Office department
2. Vendors must accept purchase orders for all purchases. The district will not be responsible for payment for goods or services that are provided to Uvalde CISD staff without an approved purchase order issued by the Business Office Department.
3. All invoices must reflect the purchase order number and must be mailed, faxed, or emailed to the Uvalde CISD/Accounts Payable Department (mailing address, fax number and email address are noted below)
4. All payments are net 30 day after receipt of the goods and/or services

VENDOR IDENTIFICATION	
Vendor Name:	
Vendor DBA (if applicable):	
Federal Tax ID or Social Security No:	
Type (s) of Goods or Services:	
List any Coop contracts such as Buyboard, ESC, DIR, etc:	
VENDOR CONTACT INFORMATION	
Vendor Remit Address (if different from mailing):	
Vendor Phone Number:	
Vendor Fax Number:	
Vendor Website:	
Vendor Email Address (for distribution of purchase orders:	

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

Vendor Authorized Representative (Print Name)

Title

Vendor Authorized Representative (Signature)

Date

Forward completed application to: Uvalde CISD, Attn: Leticia Leos at 1000 N. Getty St. Uvalde, TX 78801 or PO Box 1909 Uvalde, TX 78802 or via fax to 830-591-4909 or via email to lleos4563@uvaldecisd.net

Uvalde CISD Accounts/Payable Attn: Accounts Payable at 1000 N. Getty St. Uvalde, TX 78801 or PO Box 1909 Uvalde, TX 78802 or via fax to 830-591-4909 or via email to ap@uvaldecisd.net

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/> - <input type="text"/>

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

LIST OF LOCAL GOVERNMENT OFFICERS

Ashley Chohlis, Superintendent of Schools

Board of Trustees:

Mrs. Laura Perez, Vice President

Mr. J.J. Suarez , Secretary

Mr. Javier Flores

Mrs. Jaclyn Gonzales

Mr. Jesse Rizo

Mr. Robert Quinones



**UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
FELONY CONVICTION NOTIFICATION**

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



UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box 1909
1000 North Getty Street
Uvalde, Texas 78802-1909

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 the contractee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

In the event that the contractee is unable to certify to any of the statements in this certification a written explanation shall be attached.

The Uvalde Consolidated Independent School District hereby agrees to abide by the aforementioned terms and conditions.

Company _____

Address _____

Phone _____ Fax _____

Name and Title of Authorized Representative _____

Date

Signature



UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box 1909
1000 North Getty Street
Uvalde, Texas 78802-1909

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION

Each Texas public school district must receive certification from any entity with which it contracts to provide services regarding the fact that the entity has obtained the following for all employees who have or will have "continuing duties related to contracted services," and have "direct contact with students" before employing or immediately after employing or securing the services of the individual:

- (1) A name-based criminal history background check on all employees hired before January 1, 2008;
- (2) A national criminal history record information review on all employees hired on or after January 1, 2008, which may include fingerprint and photographs.

Continuing duties related to contracted services" work duties that are performed pursuant to a contract to provide services to a school district on a regular, repeated basis rather than infrequently to one time only.

"Direct contact with students" The contract that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that result from services that do not provide the opportunity for unsupervised interaction with an individual student, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides the opportunity for unsupervised contact with students such as, without limitation, the provision of individualized coaching, tutoring, or other services 19 TAC 153.1101

The required criminal history record information can be obtained from either of the following:

- A law enforcement or criminal justice agency
- A private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq)

The school district may not allow any employee of the entity or an individual to serve at the district if information obtained through this review verifies that the employee has been convicted of one of the following and at the time of the offense the victim was under 18 years of age or was enrolled in a public school:

- (1) A Title 5 felony offense
- (2) An offense requiring the individual to register as a sex offender; or
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 in the state of Texas to that would require registration in the Texas sex offender databank.

Will you, any of your employees, contractors or sub-contractors, at any time, be on a Uvalde CISD school campus or facility? ☐ Yes ☐ No

List in detail the type of service(s) to be performed on the school campus/facility:

Name of Authorized Representative _____

Date

Signature of Authorized Representative

UVALDE CISD VENDOR CERTIFICATION FORMS

(STATE & EDGAR CERTIFICATIONS)

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS (SB 252)

Vendor 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.

_____Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL (HB 89)

If (a) vendor is not a sole proprietorship; (b) vendor has ten (10) or more full-time employees; and (c) this agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the vendor hereby certifies and verifies that neither the vendor, nor any affiliate, subsidiary, or parent company of the vendor, if any (the "vendor companies"), boycotts Israel, and the vendor agrees that the vendor and vendor companies will not boycott Israel during the term of this agreement. For purposes of this agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

_____Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CONTRACTING INFORMATION

If vendor is not a governmental body and (a) this agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Uvalde CISD; or (b) this agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Uvalde CISD in a fiscal year of Uvalde CISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the agreement (unless the agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this agreement as provided by the records retention requirements applicable to Uvalde CISD for the duration of the agreement; (2) promptly provide to Uvalde CISD any contracting information related to the agreement that is in the custody or possession of the vendor on request of Uvalde CISD; and (3) on completion of the agreement, either (a) provide at no cost to Uvalde CISD all contracting information related to the agreement that is in the custody or possession of vendor, or (b) preserve the contracting information related to the agreement as provided by the records retention requirements applicable to Uvalde CISD.

_____Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) vendor is not a sole proprietorship; (b) vendor has ten (10) or more full-time employees; and (c) this agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), vendor hereby certifies and verifies that vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott

energy companies and will not boycott energy companies during the term of the agreement. For purposes of this agreement, the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” *See* TEX. GOV’T CODE § 809.001(1).

_____Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

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

_____Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Uvalde CISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by Uvalde CISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this agreement, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” *See* TEX.

GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

_____Initials of Authorized Representative of Vendor, if applicable

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200 (EDGAR CERTIFICATIONS)**

The following provisions are required and apply when federal funds are expended by Uvalde CISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or purchase order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the contract/PO between Uvalde CISD and vendor in all situations where vendor has been paid or will be paid with federal funds:

(A) *[Applicable only to contracts in excess of \$250,000]* Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR§200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (B) above, when federal funds are expended by Uvalde CISD, Uvalde CISD 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or Uvalde CISD. Uvalde CISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Uvalde CISD believes, in its sole discretion that it is in the best interest of Uvalde CISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Uvalde CISD as of the termination date if the contract is terminated for convenience of Uvalde CISD. Any award under this procurement process is not exclusive and Uvalde CISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Uvalde CISD.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(C) *[Applicable only to federally assisted construction contracts]* Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under

41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

Does vendor agree to abide by the above? YES _____ Initials of Authorized Representative of vendor

(D) [Applicable only to prime construction contracts in excess of \$2,000 where federal funds are being used for the project.] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Uvalde CISD, the vendor certifies that during the term of an award for all contracts by Uvalde CISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to Uvalde CISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(K) 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 (K) 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(L) When federal funds are expended by Uvalde CISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS - 2 C.F.R. § 200.334

When federal funds are expended by Uvalde CISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322

As appropriate and to the extent consistent with law, Uvalde CISD, 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. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Vendor agrees that Uvalde CISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to vendor's personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____ Date: _____



UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box 1909
1000 North Getty Street
Uvalde, Texas 78802-1909

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

UCISD is required to comply with [House Bill 1295](#), which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Uvalde CISD from entering into a contract resulting from the procurement process with a business entity unless the business entity submits a [Certificate of Interested Parties \(Form 1295\)](#) to Uvalde CISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

To review frequently asked questions on Form 1295 go to
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Certificate of Interested Parties (Form 1295) must be filled out electronically with the [Texas Ethics Commission's online filing application](#), printed, signed, and sent to Uvalde CISD if required criteria listed below is met.

The law applies only to a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; **or**
- (2) has a value of at least \$1 million
- (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the government Code.

Gov't Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a). The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A contract *does not* require an action or vote by the governing body of a governmental entity or state agency if:

- (1) the governing body has legal authority to delegate to its staff the authority to execute the contract;
- (2) the governing body has delegated to its staff the authority to execute the contract; and
- (3) the governing body does not participate in the selection of the business entity with which the contract is entered into.

To complete Form 195 the “business entity” or vendor must:

- (1) complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at <https://www.ethics.state.tx.us/filinginfo/1295/>
 - If no interested parties exist, vendors are still required to complete Form 1295
 - In Section 2, insert “Uvalde Consolidated Independent School District”
 - In Section 3, insert the Uvalde CISD RFP #, Contract #, or Purchase Order #
- (2) print a copy of the completed form (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have authorized agent of the business complete the unsworn declaration and sign the form
- (4) submit the completed and signed form, with the certification of filing to Uvalde CISD

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY