



Request for Proposal # 24-10-1177
Food and Nutrition Services Refrigerated
Truck

INTRODUCTION

Dickinson Independent School District (“DISD” or the “District”) is accepting proposals from qualified vendors for the purchase of a refrigerated truck for Food and Nutrition Services.

DISD DEMOGRAPHIC INFORMATION

The Dickinson Independent School District enrollment is approximately 12,479 students. During the 2024-2025 school year, students will be served at seven elementary schools, three middle schools, three junior highs, one high school, and two alternative schools.

DATE, TIME, AND LOCATION OF OPENING

Complete and signed proposal documents must be received at the Dickinson ISD Educational Support Center, Attn: Alyse Howell, 2218 FM 517, Dickinson, Texas 77539 no later than 12/4/2024 at 10:00 AM. At which time, all responses will be opened, and the names of the participants will be read publicly. Proposals must be in a sealed envelope and marked properly with the proposal number. The District does not accept faxed or emailed bids.

QUESTIONS AND/OR CLARIFICATIONS

Questions may be submitted in writing via email to Laura Peck at lpeck@dickinsonisd.org. Answers to all questions submitted will be posted as an Addendum on the Dickinson ISD website. Any oral response to such request or oral representation by any employee or representative of the District will not alter the terms of this RFP or any subsequent agreement or contract entered between the successful publishers and the District.

Please email questions related to this solicitation to Laura Peck, Director of Food and Nutrition Services, at lpeck@dickinsonisd.org and Alyse Howell, Coordinator of Purchasing, at ahowell@dickinsonisd.org prior to the deadline for questions in the Tentative Timeline section below.

The District advises that prospective vendors periodically check the DISD website for modifications to the RFP. The District is not responsible for a prospective vendor’s misunderstanding of the RFP or non-responsiveness due to failure to check the website for Addenda to the RFP, and/or other information regarding the RFP. Failure to periodically check the website will be at the vendor’s sole risk.

To ensure the integrity of the selection process, interested vendor’s employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor’s response, directly or indirectly, through any contact with school board members or other district officials from the date this RFP is released until the award. Any contact with the Board of Trustees concerning this RFP may result in disqualification of the proposer.

As of the Issuance date of this RFP and continuing until the final date for submission of proposals, contact with Dickinson ISD employees, except for the members of the Purchasing Department, is strictly prohibited. All

personnel representing Dickinson ISD are specifically directed not to hold meetings, conferences, or technical discussions with any publisher for purposes of responding to this RFP. Any vendor found to be acting in any way contrary to this directive will be disqualified from entering any contract that may result from this RFP.

TENTATIVE TIMELINE

RFP Public Notice	1st Ad: 10/18/2024 2nd Ad: 10/22/2024
RFP Bid Release on District Website	10/18/2024
Deadline for Questions from Offerors	11/22/2024
Proposals Due	12/4/2024 at 10:00 AM
Evaluation Period	12/4-12/5/2024
Board of Trustees Meeting – Recommendation of Contract Award	12/9/2024
Notification of Award	12/10/2024

CONTRACT AWARD

The contract will be awarded in the best interest of Dickinson Independent School District. It will be awarded to a single vendor. Dickinson ISD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals and to waive any formalities and/or irregularities.

GENERAL SPECIFICATIONS

1. All proposals must be F.O.B. destination and include all costs of shipping and handling to delivery point:
Dickinson ISD
Food and Nutrition Services
4003 Video Street
Dickinson, TX 77539
2. Unless specifically noted, substitutes may be offered if they are equal to or exceed the quality of the items described. It shall be the sole discretion of Dickinson Independent School District to determine equality of items offered and suitability for School District use.
3. Vendor must include complete manufacturer specifications for any substitutes offered and provide a complete description of material or equipment being quoted including trade name, model, size, type, and catalog number. If requested by the School District, samples and/or product demonstration may also be required.
4. Proposals are to show net unit and net total prices after all discounts have been deducted. Proposals shall also include line-item prices.
5. Unless otherwise indicated, prices quoted herein are considered FIRM and shall remain open and may not be withdrawn for a period of sixty (60) days after the due date.
6. A minimum warranty period of 36 months, or 36,000 miles, covering parts and labor, bumper to bumper, and “powertrain” is required from the seller. A warranty period of at least 5 years or 100,000 miles is preferred. Responses shall include extent of warranty coverage and applicable “deductibles” for extended warranties. Clearly state what is not included in the warranty.
7. Vendor shall provide detailed written information on all pertinent aspects of equipment proposed, including powertrain and related systems performance data, capacities, dimensions, and available options not called for in this request. Further, manufacturer’s illustrations and brochures or proposed equipment shall be part of the proposal response.
8. Bidder shall specify delivery date for refrigerated truck. Delivery time will be considered in proposal evaluation.

9. The District will evaluate proposals on costs, technical compatibility with specifications, fleet uniformity, warranty coverage and delivery time. The District reserves the right to consider various factors to be in the best interest of the Dickinson Independent School District. The District will award bid to only one vendor based on requirements placed by using department. The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the purchase entirely and to waive any informality or non-substantive irregularity as the interest of the District may require.
10. Dickinson Independent School District reserves the right to perform a “post-delivery” inspection of all vehicles, machines and/or equipment within 10 days after receipt of each vehicle. FINAL ACCEPTANCE WILL BE CONTINGENT ON VERIFICATION BY THE DISD DIRECTOR OF FOOD AND NURTITION SERVICES THAT ALL BID SPECIFICATIONS HAVE BEEN MET. The vendor shall correct, to the satisfaction of the District, and deficiencies before payment will be authorized. Delivery for defective, incomplete, or damaged items shall result in DELAY OF PAYMENT to vendor.
11. All vehicles purchased shall meet or exceed the minimum requirements of applicable Federal and State Motor Vehicle Safety Standards.
12. Vendors are advised not to place decals or markings of any kind pertaining to advertisement, other than manufacturer’s name or model designation normally installed by manufacturer of vehicle.
13. Registration: Initial registration and licensing will be done by the vendor. The vendor shall furnish the original copy of the “Dealer’s Report of Sale”, temporary license, registrations and completed application for Texas Exempt plates. The name and address on the “Dealer’s Report of Sale” shall read:

**Dickinson ISD
PO Drawer Z
Dickinson TX, 77539**

TECHNICAL VEHICILE SPECIFICATIONS

- Condition: New
- Year: 2023/2024/2025
- Make: International
- Class: Class 7 (GVW26001-33000)
- Category: Refrigerated Truck
- Location: Greater Houston area
- Horsepower: 200-300
- Fuel Type: Diesel
- Axles: 4x2
- Suspension: Spring
- Wheelbase: 236
- Front Axel: 12,000
- Rear Axle: 21,000
- Brake Type: Air
- Drivetrain: Rear Wheel Drive
- Transmission Speed: 6
- Transmission Type: Automatic
- Color: White
- Heating and Air Conditioning
- Options: Cruise control, power steering, power windows, power mirrors, power locks, tilt steering wheel, Bluetooth

TECHNICAL REFRIGERATED BOX TRUCK SPECIFICATIONS

- Reefer box approximate dimensions: 22'L x 8.5'W x 8'H
- 0 degrees with 4" - 5" insulation
- Rear rolling door, no side door
- Cargo Management: E-track cargo system
- No multiple zones
- Ability to maintain refrigerated box at temperatures below freezing
- Liftgate: Tuck-a-way with capacity of 3000 lbs.
- 120 V Power Inverter

PROPOSAL FORMAT AND CONTENT

Proposer must create a proposal document and attach it to the bid. Proposers may submit attachments providing pricing quotes for any or all the Bid Items listed. Costs of preparation of Proposal will be borne by the proposing firm.

This request does not constitute an offer of employment or contract for goods or services.

Please submit the following information as an Attachment to the bid response:

REQUIRED PROPOSAL ATTACHMENTS

Attachment 1: Total Pricing Quote for Food and Nutrition Services refrigerated truck as described above.

Attachment 2: Estimated delivery date for refrigerated truck.

Attachment 3: Detailed factory specifications for the proposed refrigerated truck.

Attachment 4: Detailed warranty information for refrigerated truck.

Attachment 5: Detailed extended warranty information for proposed refrigerated truck, including pricing.

SPECIAL TERMS AND CONDITIONS

- Proposer responding to this proposal agrees to accept the District's tax-exempt status and WILL NOT charge DISD sales tax.
- Vendor will invoice the District and the District will verify, approve, and pay the invoice within 30 days of receipt.
- Each proposer submitting a response will agree to furnish products in accordance with specifications herein listed.
- Procurement will be done via a purchase order.
 - Do not provide goods/services absent a bona-fide, signed purchase order.
 - Do not provide goods/services exceeding amount of purchase order.
 - The District shall only be responsible for amounts shown on the approved purchase order.
 - This is a condition of the proposal and becomes parts of any purchase order issued in conjunction with proposal RFP 24-10-1177.
- Invoice – Billing: invoice requires the following:
 - List of each item
 - DISD Purchase Order Number
 - The original invoice (properly filled) will be emailed or mailed to:

accountspayable@dickinsonisd.org

**Dickinson Independent School District
ATTN: Accounts Payable
P. O. Drawer Z
Dickinson, TX 77539**

Discounts, Rebates, and Credits – Dickinson ISD requires that all discounts, rebates, and credits accrue back to the school nutrition account.

The contractor will be required to identify the amount of each discount, rebate, or other applicable credit on bills and invoices presented to the Dickinson ISD. Contractors will be required to identify the method by which they will report discounts, rebates, and credits. All discounts, rebates, and credits will be tracked via monthly invoices or annual velocity reports. Dickinson ISD has the right-to-audit with routine access to the information necessary to verify receipt of accurate credits, discounts, and rebates.

Awarded Vendor will be required to maintain documentation of costs, discounts, rebates, and credits and make those available to Dickinson ISD upon request.

Protest Procedures-

An interested party may protest any of the following situations:

- Solicitation or other request for offers for a contract for the procurement of property or services.
- Cancellation of a solicitation or other request.
- Award or proposed award of a contract.
- Termination of a contract if the protest alleges that the termination was based on improprieties in the administration of the contract.

A protest shall include:

- Name, address, and telephone number of the protestor.
- the signature of the protestor or an authorized representative of the protestor.
- Identification of the purchasing agency and the solicitation or contract number.
- Detailed statement of the legal and factual grounds of the protest including copies of relevant documents.
- The form of relief requested.

It is Purchasing's responsibility to:

- Will address all respondent protests within 24 hours of the bid award.
- Will provide evaluation scores and pricing at the request of the respondent. Violations of law should be referred to the local, state, or Federal authority. (2 CFR, Section 200.318[k])

Dickinson ISD will provide evaluation scores and pricing at the request of the respondent, following the procedures on the Public Information Act. Violations of law should be referred to the local, state, or federal authority. (2 CFR, Section 200.318[k]). To submit a public information request, please see https://www.dickinsonisd.org/page/pi.public_info_requests. To discuss protest, please email purchasing@dickinsonisd.org.

Complaints- All complaints by either the District or the contractor shall be documented in email.

Material Changes – If a material change to a contract entered between DISD and Vendor occurs, then the contract will be terminated.

CONTRACT MANAGEMENT

The following items will be monitored during the life of an awarded contract

1. Quantities specified are made available and delivered.
2. Delivery times and schedules are being met per contract terms.
3. Product deliveries and/or services are occurring at the correct location if multiple locations are part of the awarded contract.
4. Products and/or services are meeting the specifications as described in the solicitation.

5. Substitutions of products are being handled as outlined in the Terms and Conditions and are adequate to the specified product.
 6. Vendor response time to product or service issues is appropriate regarding each situation, if any.
- Monitoring

The Dickinson ISD Food and Nutrition Staff, including the FNS Director, Accountant, and Purchasing Supervisor, will work to ensure that vendors perform within the terms, conditions, specifications, and technical requirements of the contract or purchase order (FNS Staff will be assigned to compare pricing, delivery charges, etc. to that of the contract).

SELECTION CRITERIA AND AWARD

Only responsible and responsive vendors who can clearly demonstrate and provide the necessary products, resources, experience, skills, and capacity to meet the scope of work as defined by this RFP will be considered.

An evaluation committee, consisting of District personnel will convene, review, and evaluate all proposals submitted. Purchasing personnel will participate on an advisory capacity only.

The evaluation committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed below. There will be 100 points possible in the scoring of this RFP.

Evaluation and Selection of vendor(s) for actual purchases will be based on Texas Education Code §44.031 (b) as follows:

FNS Refrigerated Truck (RFP 24-10-1177) – EVALUATION CRITERIA

CRITERIA	POINTS
Price	45
Technical Compatibility with Specifications	25
Length of Time to Delivery	15
Warranty Coverage	10
Fleet Uniformity	5

Total possible points - 100

END OF PROPOSAL



RFP # 24-10-1177

Food and Nutrition Services Refrigerated Truck

Issue Date: 10/18/2024

Questions Deadline: 11/22/2024

Response Deadline: 12/4/2024 at 10:00 AM

Contact Information

Contact: Alyse Howell (Purchasing Coordinator)

Email: ahowell@dickinsonisd.org

Requested Attachments

Estimated Delivery Date

(Attachment required)

Please attach a response with the estimated delivery date for Food and Nutrition Services Refrigerated Truck based on the general and technical specifications detailed in the RFP.

Detailed Factory Specifications

(Attachment required)

Please attach a response with the detailed factory specifications for Food and Nutrition Services Refrigerated Truck based on the general and technical specifications detailed in the RFP.

Detailed Warranty Information

(Attachment required)

Please attach a response with the detailed warranty information for Food and Nutrition Services Refrigerated Truck based on the general and technical specifications detailed in the RFP.

Detailed Extended Warranty Information

(Attachment required)

Please attach a response with the detailed extended warranty information for Food and Nutrition Services Refrigerated Truck based on the general and technical specifications detailed in the RFP.

IRS W9 Form

(Attachment required)

Please upload the completed and signed W9

Conflict of Interest

(Attachment required)

Please upload your completed, signed, and dated conflict of interest. If no conflict exists, you should still sign and date the bottom and include "NOT APPLICABLE" on Line 3 of the form.

Texas Ethics Commission Form 1295

(Attachment required)

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, and submitted with proposal to Dickinson ISD. See Instructions and Sample Completed Form in the Attachments Tab. Video of How to complete the form online

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

Bid Attributes

1	Introduction There are attributes associated with the Bid/Proposal. Some are notes and require no response, but most have a required response.
2	Open Records Policy Dickinson ISD is a governmental entity subject to the Texas Public Information Act. Proposals submitted to DISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. AISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors. <input type="checkbox"/> I have read and understand this Attribute. (Required: Check if applicable)
3	Contract Award Date The contract award date shall be effective upon Board approval on December 9, 2024. <input type="checkbox"/> I have read and understand this Attribute. (Required: Check if applicable)
4	Section 2 PROPOSAL REQUIREMENTS
5	Authorized Signature The undersigned, in submitting this Bid/Proposal and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/Proposal; that he/she will abide by all the policies and procedures of Dickinson ISD; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this Bid/Proposal. <input type="checkbox"/> Agree (Required: Check if applicable)
6	Authorized Representative Name and Title Name and title of authorized official signing this document. (Required: Maximum 1000 characters allowed)
7	Special Terms, Conditions, and Specifications The special terms, conditions, and specifications are listed in an attachment (#1 under the "Attachments" tab of this RFP). I agree to the specific terms, conditions, and specifications of this Bid/Proposal. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree <input type="checkbox"/> Agree with Deviations (Required: Check only one)

8	No Deviations I certify that there are NO deviations from the attached specific terms, conditions, and specifications <input type="checkbox"/> Agree <i>(Optional: Check if applicable)</i>
9	Deviations If your Firm intends to deviate from the Specifications listed in the attached documents, all such deviations must be listed here, with complete and detailed conditions and information included. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bids based upon any deviations indicated below. If none, please enter N/A (not applicable). <i>(Required: Maximum 4000 characters allowed)</i>
10	Non-Collusive Bidding Certificate By submission of this bid or proposal, the vendor certifies that: <ul style="list-style-type: none">a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor.b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal.d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing on its behalf. FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED. Please check if you agree to the Non-Collusive Bidding statements above. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree <i>(Required: Check only one)</i>
11	Felony Conviction Notification State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony". Subsection (b) states "a school district may terminate the agreement 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". Subsection (c) states "this section does not apply to a publicly held corporation". I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

	<p>and independently of the originating member district's decision to execute such renewal options on the original contract.</p> <p><input type="checkbox"/> I understand the requirements (Required: Check if applicable)</p>
15	<p>Section 4</p> <p>VENDOR INFORMATION</p>
16	<p>Protest Contact</p> <p>Proposer shall provide the contact's name and phone number of the individual the District should contact in case of protest.</p> <p>_____</p>
17	<p>District Purchase Order Policy Agreement</p> <p>Items and/or services are to be delivered to Dickinson Independent School District ONLY when a district purchase order has been mailed or e-mailed to your company. Under no circumstances, should items and/or services be provided to the District without a properly drawn District purchase order. If your company provides any item and/or services without a properly drawn District purchase order, you are <u>NOT GUARANTEED PAYMENT</u> and the item and/or service you provided could be constituted as a donation to the District.</p> <p>Please inform any staff member that handles the Dickinson Independent School District account of these procedures.</p> <p>Please check if you agree to Dickinson ISD Purchase Order Policy</p> <p><input type="checkbox"/> Agree <input type="checkbox"/> Disagree (Required: Check only one)</p>
18	<p>Purchase Order/Quote Email Address</p> <p>Proposer shall provide the email address of the individual that is responsible for purchase orders and quotes.</p> <p><input type="text"/></p> <p>(Required: Email address)</p>
19	<p>Accept Purchase Orders</p> <p>Does your company accept PO's and take payment on NET30 terms to allow DISD to pay with a check after the service or product is delivered?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (Required: Check only one)</p>
20	<p>Freight Charges</p> <p>Please select if you are providing DISD with Free Freight on all orders or Pre-Paid and Add (Invoice)</p> <p><input type="checkbox"/> Free Freight (FF) <input type="checkbox"/> Pre-Pay and Add (Invoice) (Required: Check only one)</p>
21	<p>Payment/Remittance Contact Name/Phone Number/ E-mail Address</p> <p>Proposer shall provide the contact's name and information of the individual that is responsible for payment remittance.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 1000 characters allowed)</p>

22	<p>Payment/Remittance Address</p> <p>Proposer shall provide the location including street address, city, state, and zip code for checks to be mailed when paying invoices.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
23	<p>Principal Place of Business</p> <p>State whether the proposer or proposer's ultimate parent company or majority owner has its principal place of business in this state (Texas).</p> <p><input type="checkbox"/> Yes, Texas is our principal place of business <input type="checkbox"/> No, Texas is not our principal place of business</p> <p><i>(Required: Check only one)</i></p>
24	<p>Employees in State</p> <p>State whether the proposer or the proposer's ultimate parent company or majority owner employs at least 500 persons in this state (Texas).</p> <p><input type="checkbox"/> Yes, our company employs over 500 in Texas <input type="checkbox"/> No, our company does not employ over 500 in Texas</p> <p><i>(Required: Check only one)</i></p>
25	<p>Vendor certifies that this firm is a MWBE/HUB (Required by some participating agencies)</p> <p>Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.</p> <p>Please scan a copy of MWBE/HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(Required: Check only one)</i></p>
26	<p>Diversity Classification</p> <p>Please indicate if your company is currently a Minority-Owned, Woman Owned, or Historically Underutilized Business. If your company holds none of these, please indicate by selecting NONE.</p> <p><input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> HUB <input type="checkbox"/> NONE</p> <p><i>(Required: Check only one)</i></p>
27	<p>Certificate of Residency</p> <p>The State of Texas has a law concerning nonresident vendors. This law can be found in Texas Government Code under Chapter 2252, Sub chapter A.</p> <p>This law makes it necessary for DISD to determine the residency of its Vendors. In part, this law reads as follows:</p> <p>Section: 2252.001: "Nonresident bidder' refers to a person who is not a resident." "Resident bidder' refers to a person whose principal place of business is in this state, including a [vendor] whose ultimate parent company or majority owner has its principal place of business in this state."</p> <p>Section: 2252.002: "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident under bids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to under bid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."</p> <p>Company submitting bid is a resident bidder:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(Required: Check only one)</i></p>

28	Certificate of Residency City and state of Vendor's principal place of business: <i>(Required: Maximum 1000 characters allowed)</i>
29	Vendor certifies that this firm is a MWBE/HUB (Required by some participating agencies) Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation. Please scan a copy of MWBE/HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
30	Vendor certifies all local, state, and federal safety requirements have been met. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
31	Section 5 8.0 PACKET
32	Certifications Certification Regarding Terrorist Organizations 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. Certification Regarding Boycotting of Israel 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. 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 DISD; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by DISD in a fiscal year of DISD, 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 DISD for the duration of the Agreement; (2) promptly provide to DISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of DISD; and (3) on completion of the Agreement, either (a) provide at no cost to DISD 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 DISD.

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).

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 excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) DISD has determined that Vendor is not a sole source provider or DISD 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.

Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure

DISD 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 DISD 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.

☐ I Acknowledge
(Required: Check if applicable)

33 EDGAR

The following certifications and provisions are required and apply when the District expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. **Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

- *[Applicable ONLY to contracts in excess of the simplified acquisition threshold, currently set at \$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 the District expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- *[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 affected and the basis for settlement.**
Pursuant to Federal Rule (B) above, when the District expends federal funds, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event: (1) Vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) Vendor fails to make any payments owed; (3) Vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or the District. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.
- *[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 the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
- *[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 Nonfederal 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 the District expends federal funds, during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- *[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 the District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

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

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

- **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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, 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 the District if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of Vendor that Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous.

- **[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 the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- **Procurement of Recovered Materials – When federal funds are expended by the District, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (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 by the District, 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.

- **Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322) – As appropriate and to the extent consistent with law, the District has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States**

(including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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

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

- **Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 C.F.R. § 200.321** – When federal funds are expended by the District, Vendor is required to take all affirmative steps set forth in 2 C.F.R. 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.
- When federal funds are expended by the District for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the District will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The District has a responsibility to ensure no Federal award

funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

- When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it 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.
- When federal funds are expended by the District for any contract resulting from this procurement process in excess of \$100,000, Vendor certifies that it is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368) , Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.
- When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- It is the policy of the District not to discriminate on the basis of age, race, color, disability, 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.
- The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning the Buy American Act.
- Vendor agrees that the District, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
- 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.

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

☐ Yes

(Required: Check if applicable)

34 Confidentiality Declaration

Confidentiality Declaration

INFORMATION SUBMITTED TO DICKINSON ISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, DISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to DISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If DISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," DISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that DISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.02222, "contracting information" [1] is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

- (1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
- (2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

DISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and Vendor hereby waives any claim against and releases from liability DISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or DISD and determined by DISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act. Further, even if Vendor marks information as "CONFIDENTIAL," Vendor expressly agrees that DISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities. Please select one from drop box:

Declaration of Confidentiality – Vendor HAS clearly, and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as

"CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.

Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to DISD and that its proposal and all other information—including any pricing information—submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement.

[1] "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

☐ Declaration of Confidentiality ☐ Waiver of Confidentiality

(Required: Check only one)

35 Antitrust Certification Statement

I affirm under penalty of perjury of the laws of the State of Texas that:

I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.

In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15.

In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☐ I Acknowledge

(Required: Check if applicable)

36 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to DISD; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to DISD and Contractor.

Criminal history records will be obtained by either the Contractor/Subcontractor or DISD, as follows:

(1) Contractor/Subcontractor: Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide "care or

care placement services” and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees’ criminal histories, certify compliance to DISD (and, in the case of a Subcontractor, certify compliance to Contractor and DISD), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474.

(2) DISD: All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide “care or care placement services” or are not based in Texas) are required to follow the instructions listed below, so that DISD may obtain their covered employees’ criminal histories, as applicable. Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should DISD pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse DISD for such costs; in the event Contractor fails to reimburse DISD for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that DISD may deduct such costs from any payment due and owing by DISD to Contractor.

Definitions:

Covered employees: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. DISD will be the final arbiter of what constitutes continuing duties and direct contact with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. See 19 TEX. ADMIN. CODE §153.1101(2).

Direct contact with students: The contact 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 results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, 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 substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. See 19 TEX. ADMIN. CODE §153.1101(7).

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee’s duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor’s employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

- For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history information designated by DISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).
- For employees of all other contracting or subcontracting entities: (1) a conviction or other criminal history information designated by DISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Dickinson Independent School District ("DISD") (and, in the case of a Subcontractor, certify to Contractor and DISD) that [check one]:

A) None of the employees of Contractor/Subcontractor are covered employees, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If DISD, in its sole discretion, determines that employees of Contractor/Subcontractor are covered employees, as defined above, Contractor/Subcontractor will provide DISD with the name, date of birth, and any other requested information of such covered employees so that DISD may obtain criminal history record information on the covered employees, upon request of DISD.

Or

B) Some or all of the employees of Contractor/Subcontractor are covered employees, and Contractor/Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify DISD in writing within 3 business days.
- (3) Upon request, Contractor/Subcontractor will provide DISD with the name, date of birth, and any other requested information of covered employees so that DISD may obtain criminal history record information on the covered employees. Or

C) Some or all of the employees of Contractor/Subcontractor are covered employees, and Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify DISD in writing within 3 business days. Upon request, Contractor/Subcontractor will provide DISD with the name, date of birth, and any other requested information of covered employees so that DISD may obtain criminal history record information on the covered employees.
- (2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that DISD may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.
- (3) Contractor/Subcontractor shall provide DISD's "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by DISD at least ten (10) DISD business days prior to the start of the services to be performed by Contractor/Subcontractor at DISD is subject to exclusion from service, in DISD's sole discretion, until his or her criminal history record information can be obtained and reviewed by DISD. Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.
- (4) Contractor/Subcontractor agrees that DISD will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by DISD through the procurement and/or contracting processes, to determine, in DISD's sole discretion, whether any covered employee(s) should be prohibited from serving at DISD. DISD will notify Contractor/Subcontractor of its determination.
- (5) If DISD at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at DISD, in DISD's sole discretion, for any other

reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by DISD through the procurement and/or contracting processes, DISD will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If DISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by DISD through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at DISD.

I also certify to DISD (and, in the case of a Subcontractor, certify to Contractor and DISD) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

*** Upon contract award and/or initiation of PO/contract from DISD, the winning proposer/Contractor will be provided DISD's service code form to have its and its subcontractors' covered employees fingerprinted.

☐ A ☐ B ☐ C

(Required: Check only one)

37 Terms and Conditions for USDA/TDA Procurements and Purchases

The following terms and conditions apply to all procurements and purchases involving federal Child Nutrition funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by DISD, or the portion of Vendor's proposal submitted in response to DISD's procurement solicitation that is satisfactory to DISD, the following terms and conditions shall control.

Market Basket Analysis

DISD reserves the right, in its sole discretion, to use a "Market Basket Analysis" method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. The most recent velocity/sales report(s) from HCDE/CP's current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

Material Changes

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between DISD and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, DISD may issue a new procurement solicitation for the goods or services procured under the previously existing contract. "Material change" for purposes of this section means a change made to a contract after the contract has been awarded that alters the terms and conditions of the contract substantially enough, that, had other Vendors known of the change in advance, they may have bid differently and more competitively.

Supplemental Contracts

Supplemental Contracts are entered into pursuant to the piggyback method delineated in the U.S. Department of Agriculture directive SP 05-2017. Such supplemental contracts may be entered into with (among others) other governmental entities, including but not limited to school food authorities. The limitations applicable to such an extension are as follows: the total dollar value of the contract shall not be exceeded by an amount greater than 40% of the original contract value by adding parties to the contract/supplemental contract(s). Should the "piggybacking" result in a material change to an Agreement awarded under this procurement solicitation (referred to hereinafter in this section as the "Agreement"), DISD will proceed under the foregoing section entitled "Material Changes."

New Products

During the Term of an Agreement, additional purchases not included in the original procurement solicitation list and resulting awarded contract may become necessary and benefit DISD. Vendor and DISD agree that the aggregate value of added purchases during each year of the Agreement (if renewed) shall not exceed 10% of the total estimated value of the original Agreement. The total value of the Agreement must be agreed upon, and the dollar value listed in the Agreement and each renewal term of the Agreement (if any). For purposes of this section, the total estimated value of the original Agreement includes all contracts awarded as a result of the procurement solicitation to all Vendors. For the initial Term of an Agreement awarded under this procurement solicitation, the total estimated value of the original Agreement is listed in Solicitation document under Section 4.4. Additions of new products may be included in the awarded Agreement list during the renewal of the Agreement through an amendment to the Agreement, and the total actual value of the Agreement adjusted accordingly. For each renewal term of the Agreement, the actual total cost of the Agreement for the previously completed contract year will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Agreement renewal term.

Bonds

DISD will require a payment bond for projects over \$25,000 and a performance bond for projects over \$100,000.

Buy American Act

DISD participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals, pursuant to 7 C.F.R. Part 210.21(d). 7 C.F.R. Part 210.21(d) defines a “domestic commodity or product” as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically and processed into final end products in the United States.

If applicable, DISD requires Vendor to certify whether its products are “domestic commodity[ies] or product[s]”, as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to DISD, as well as any other documentation requested by DISD to demonstrate that purchases are compliant with the Buy American provision. Vendors’ contracts and invoices must state that all food products will meet the Buy American provisions. When USDA Foods items are manufactured into processed end products, 51 percent of resulting food products must be of United States origin.

If Vendor is repetitively unable to provide domestic food products, DISD may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Agreement and specifically, the Buy American provision. If DISD determines that Vendor is not capable of fulfilling the terms and conditions of the Agreement and/or specifically, the Buy American provision, DISD may terminate its Agreement with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision.

Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by DISD, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate, using the USDA-prescribed questions in making the decision. See “Requirements for an Exception,” TDA ARM Section 17b Buy American, at p. 20 (August 16, 2021). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions. To be considered for an exception to the Buy American provision, Vendor must submit a good faith request for an exception, certifying that the Vendor reasonably believes that:

- a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and/or

- b) the costs of a U.S. product are significantly higher than the non-domestic product.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision Vendor's response to the procurement solicitation will be considered non-responsive, and DISD may decide not to purchase from Vendor and/or DISD may terminate the Agreement if Vendor is incapable of fulfilling the terms and conditions of the Agreement, including the Buy American requirements.

Additionally, DISD may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirements.

No Guarantee of Quantities

Quantities for purchases paid for with Child Nutrition funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

Records Retention

When Child Nutrition funds are expended by DISD pursuant to this Agreement, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all documentation/ records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/ records pertain. Vendor further certifies that these records must be accessible to appropriate DISD and federal or state reviewers. See "Records Retention," TDA ARM Section 17 Procurement, at p. 93 (August 16, 2021).

Vendor accepts the terms and conditions set forth above for procurements and purchases involving federal Child Nutrition funds.

☐

I Acknowledge

(Required: Check if applicable)

38 Certification of Compliance with Buy American Act

DISD participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals, pursuant to the Buy American Act, set out in 7 C.F.R. Part 210.21(d). A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically and processed into final end products in the United States. Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are "domestic commodity[ies] or product[s]" as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the District.

Alternatively, Vendor certifies that [insert product name] was processed in the U.S. and contains over [insert percent of weight or volume] of its agricultural food component from the U.S.

If Vendor is repetitively unable to provide domestic food products, DISD may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If DISD determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, PI SD may terminate its Contract with Vendor.

Vendor shall provide documentation that demonstrates that food products meet the Buy American provision. By signing below, Vendor certifies that it will adhere to the documentation requirements for the Buy American provision.

	<p>Vendor must notify DISD if a delivery contains non-domestic products, so DISD may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.</p> <p><input type="checkbox"/> I Acknowledge (Required: Check if applicable)</p>
39	<p>Section 6</p> <p>REFERENCES</p>
40	<p>References</p> <p>The proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. Include the entity name, phone number, contact person, and email address. It is recommended that the proposer use school districts or other local governmental agencies equal to DISD in size and structure, if possible.</p>
41	<p>Reference #1 Entity Name</p> <p>Include the entity name for Reference #1</p> <p>_____</p> <p>(Required: Maximum 4000 characters allowed)</p>
42	<p>Reference #1 Contact Person and Email Address</p> <p>Include the contact person for Reference #1</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 1000 characters allowed)</p>
43	<p>Reference #2 Entity Name</p> <p>Include the entity name for Reference #1</p> <p>_____</p> <p>(Required: Maximum 4000 characters allowed)</p>
44	<p>Reference #2 Contact Person and Email Address</p> <p>Include the contact person for Reference #1</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 1000 characters allowed)</p>
45	<p>Reference #3 Entity Name</p> <p>Include the entity name for Reference #1</p> <p>_____</p> <p>(Required: Maximum 4000 characters allowed)</p>

46	Reference #3 Contact Person and Email Address Include the contact person for Reference #1 <i>(Required: Maximum 1000 characters allowed)</i>
47	Section 7 PAYMENT OPTIONS
48	Credit Card Acceptance Can you take payments via credit card? <input type="checkbox"/> YES <input type="checkbox"/> NO
49	Credit Card Terms Do you charge an additional fee for paying by credit card?

Supplier Information

Company Name: _____

Address: _____

Phone: _____

Email: _____

Supplier Notes

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

Print Name

Signature

Specifications for Food and Nutrition Services Refrigerated Box Truck

1-New International 22ft Refer/Refrigerated Truck 4300 or a refrigerated truck with similar features

Detailed Specifications:

Condition: New

Year: 2023/2024/2025

Make: International

Model: 4000

Class: Class 7 (GVW26001-33000)

Category: Refer/Refrigerated Truck

Location: Greater Houston area

Horsepower: 200-300

Max Horsepower: 250

Fuel Type: Diesel

Axles: 4X2

Suspension: Spring

Wheelbase: 236

Front Axle: 12,000

Rear Axle: 21,000

Brake type: Air

Drivetrain: Rear Wheel Drive

Engine Manufacturer: Cummins

Engine Model: ISB

Transmission Make: Allison

Transmission Speed: 6

Transmission Type: Automatic

Refrigerated body specifications: 0 degrees with 5" insulation, no side door, rear rolling door, no multiple zones

Liftgate: Tuck-a-way with capacity of 3000 lbs.

Cargo management: E-track cargo system

Color: White

Options: 102" wide, Air Brakes, Air Conditioning, Air seat, AM/FM Radio, Auto shift Transmission, Cruise Control,

DOT Inspected, Lift Gate, Power Mirrors, Power Steering, Trip Odometer, Turbo