



**001, 25-26**

**Professional Development/Contracted Services (Instructional Related) - Consultants, Presenters, Trainers and Other Related Services**

Issue Date: 9/24/2025

Questions Deadline: 10/6/2025 02:00 PM (CT)

Response Deadline: 12/9/2025 10:30 AM (CT)

## Event Information

Number: 001, 25-26  
Title: Professional Development/Contracted Services (Instructional Related) - Consultants, Presenters, Trainers and Other Related Services  
Type: Request for Proposal  
Issue Date: 9/24/2025  
Question Deadline: 10/6/2025 02:00 PM (CT)  
Response Deadline: 12/9/2025 10:30 AM (CT)  
Notes: The Abilene Independent School District is soliciting proposals for Professional Development/Contracted Services (Instructional Related) - Consultants, Presenters, Trainers and Other Related Services, as more fully set out in the RFP.

### Proposal Submission Instructions

Proposals will be received on five (5) dates during fiscal year based on the schedule included as an attachment in the proposal. The first initial deadline for receiving proposals will be Tuesday, October 14, 2025 by 10:30 AM (CST). Thereafter, proposals will be received according to the schedule through August 11, 2026.

Where instructed, attach/upload required separate documents in the Response Attachment tab. This RFP does not include staffing services or any type of physical or occupational therapy.

LATE PROPOSALS WILL NOT BE ACCEPTED.

**PLEASE NOTE: If you are already an awarded vendor on an Abilene ISD proposal for Professional Development, do not respond to this proposal. If you are unsure, please call Abilene ISD Purchasing at 325-690-3601 to verify.**

### Electronic Proposal Submission:

The District now accepts electronic proposal submission and requests that vendors register and submit proposals electronically through Ion Wave. For instructions regarding registration, visit [www.abileneisd.org](http://www.abileneisd.org) > Departments > Purchasing > Vendor/Supplier Registration.

There is no cost to the Vendor to register or use the electronic proposal submission option.

## Bid Attachments

### **SCHEDULE FOR RECEIVING RFP RESPONSES 001.pdf**

Schedule for Receiving RFP Responses

[Download](#)

### **Terms and Conditions for Standard RFPs - 9-1-25.pdf**

Terms and Conditions for this RFP.

[Download](#)

### **Pricing and Other Required Information Form 001, 25-26.pdf**

Pricing and Other Required Information Form

[Download](#)

### **Conflict of Interest Disclosure Statement - Sept 2025.pdf**

Conflict of Interest Disclosure Statement

[Download](#)

### **Conflict of Interest Form (CIQ)\_001.pdf**

Conflict of Interest Form (CIQ)

[Download](#)

### **W-9\_001.pdf**

W-9

[Download](#)

## Requested Attachments

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### Conflict of Interest Form (CIQ)

*(Attachment required)*

Refer to Attachments for the CIQ Form

### W-9

*(Attachment required)*

Refer to Attachments for the W-9 Form

### Biography of Presenters

*(Attachment required)*

Provide a biography of the person or persons that will be assigned to Abilene ISD for services. Include education and work experience as it relates to the services in this RFP. Number of years providing services to educational entities as identified in this RFP.

### Target Audience and Special Accommodations

*(Attachment required)*

Do you have a specific target audience for your services? Describe any special accommodations required such as special technology, furniture or setup that is required for your services.

### Complete Listing of Services Provided with Pricing

*(Attachment required)*

Provide a complete listing of professional services offered including pricing.

### Price List or Website for Products

*(Attachment required)*

Provide a detailed price list or website for products (printed or digital) that are proposed to supplement the services offered to Abilene ISD. NOTE: In order to purchase products, these must be used or based on the professional development and percentage discount (0-99%) must be included for products on the Pricing and Other Required Information Page.

### Pricing and Other Required Information

*(Attachment required)*

THIS FORM IS AVAILABLE IN THE ATTACHMENT SECTION. COMPLETE AND UPLOAD HERE. Proposer must complete this form and upload as a Requested Attachment. Failure to upload a completed form will result in disqualification.

## Bid Attributes

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### 1 AISD DEMOGRAPHICS

Abilene Independent School District (hereafter referred to as AISD or the District) is located in Abilene, Texas. The District serves approximately 14,500 students with 25 campuses not including various departments.

### 2 NOTICE OF INTENT

It is the intent of the Abilene ISD (AISD or the District) to award one or more Contracts as a result of this Request for Proposals (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined with the **Scope of Work and Specifications and Pricing Form** of this proposal, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

**3 DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:**

“AISD, the District, and/or government entity” refers to Abilene Independent School District.

“Best Value” means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes but not limited to multiple parameters, including experience, references, quality of Vendor’s product(s) and/or services, and price, as detailed in Evaluation and Award section.

“Contract” means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor’s Proposal that is satisfactory to the District, and the District’s Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, award letter (formal or email) or a purchase order.

“Price” shall be a flat (fixed) fee. Proposer’s pricing must be a fixed price inclusive of, but not limited to, all costs, overhead, and profit. “Cost plus percentage of cost” pricing shall not be employed. Where unit and extended pricing are required in this proposal, where there is an error in the extension cost, the unit cost shall prevail.

If the proposal is based on a percentage discount structure, the discount percentage must be fixed for the term of the contract.

“Proposer” refers to the person/firm that submits the proposal to this RFP.

“Project” means the Scope of Work for furnishing goods and services as outlined in this RFP.

“Proposal” refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.

“Purchase Order” or “PO” means the agreed-upon purchase order between AISD and the Vendor. Special terms and conditions agreed to by the Vendor and AISD may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, and bonding. Purchase Orders from Abilene ISD will be made through email or by fax.

“RFP” refers to this Request for Proposals.

“Responsible Vendor” means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.

“Responsive Proposal” refers only to those proposals that comply with all material and administrative aspects of this RFP.

“Scope of Work” is set forth in Scope of Work and Specifications section.

“Vendor” refers to the person(s )/entity(ies) to whom a contract is awarded pursuant to this RFP.

**Singular terms** shall include the plural and vice versa. A gender reference includes both genders.

**4 PROPOSAL PROCESS**

**5 General Information:**

The following instructions by the District are intended to afford proposers with an equal opportunity to participate in the proposal process and to provide a predetermined set of criteria representing the District’s business and service requirements. This proposal is governed by the Texas Education Code (TEC), other applicable Texas state statutes, federal statues and all local AISD Board of Education (Board) policies.

**6 Must Attach and Upload Required Attachments:**

Attention: Upload all required documents and forms to the "Response Attachment" tab.

**7 Introduction:**

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but some have a required response. \*\*\* Please select each page on the right hand side of the bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes.

**8 Communications Statement**

Communications: Contact between vendors and AISD personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact AISD personnel may result in disqualification. All communication shall go through the Purchasing Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Event Details and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

**9 Vendor Communication Process**

All vendor communications must be directed in writing to:

Lisa Metcalf  
Director of Purchasing  
Abilene ISD  
lisa.metcalf@abileneisd.org

**10 Financial Responsibility:**

Proposer shall pay all costs related to the preparation and submission of its Proposal.

**11 Proposal Submission:**

AISD prefers responses to be submitted online via the ION Wave Electronic Bidding System.

Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Manual submission shall consist of one (1) original hard copy delivered to the address below. For any questions, please contact the Purchasing Department at 325-690-3601.

Abilene Independent School District  
Purchasing Department  
3757 Amarillo Street  
Abilene, Texas 79602

The outside of the envelope (or other package or container) must bear the following information in clear and legible form:

- a) In the upper left-hand corner: print the full name and address of the bidding entity, and the name and telephone number, including area code, of the person to contact with questions about the proposal submission, and
- b) In the lower left-hand corner: "Proposal Enclosed," the proposal name, proposal number, and submission deadline indicated on the Notice of Invitation to Bid.

**12 Responsive Proposal:**

To be deemed responsive and qualify for evaluation, a Proposal must be timely submitted and must materially satisfy all mandatory requirements identified in this RFP. Late Proposals will not be considered. Abilene ISD is not responsible for lateness for any delivery method of a Proposer's submittal.

**13 Discussions / Negotiations:**

AISD may conduct discussions/negotiations with Proposer(s); however, AISD reserves the right to award a contract without discussions/negotiations. AISD will determine the competitive range, if any, which may include only those initial Proposals that AISD determines have a reasonable chance of being awarded a contract. Negotiations, if any, will not consist of a back-and-forth exchange resulting in a contract, but rather will seek clarification or obtain equivalent elements. If AISD conducts discussions/negotiations, Proposer may be required to submit a best and final offer as early as 24 hours after completion of negotiations/discussions. If AISD does not receive your best and final offer by the time set by AISD during discussions/negotiations, AISD will use your originally submitted Proposal for further evaluation and award recommendation.

**1**  
**4** **Interviews:**  
At the District's discretion, AISD may invite one or more Proposers to interview based on a pre-defined agenda and timeline. Said Proposer(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFP requirements. All expenses associated with the interview will be at the Proposers expense.

**1**  
**5** **Retention of Proposal Documentation:**  
All Proposal materials and supporting documentation submitted in response to this RFP becomes the permanent property of AISD and will not be returned to Proposer.

**1**  
**6** **Reservation of Rights:**  
AISD reserves the right to:

- Cancel this RFP in whole or in part, at the sole discretion of AISD.
- Accept, reject, or negotiate modifications in any terms of Proposal or any parts thereof.
- Reject and/or disqualify any or all Proposals received, award contracts for individual products or services as may appear advantageous, and negotiate separately in any manner necessary to serve AISD's best interests.
- Not award this proposal.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of AISD; request clarification and/or correction for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality, make all decisions regarding this RFP, including, without limitation, the right to decide whether a Proposal substantially complies with the requirements of this RFP.
- Change delivery locations during the RFP/Contract period. AISD may add and/or delete locations as necessary without change to the pricing of goods and/or services for the length of the RFP/Contract period.

**1**  
**7** **EVALUATION AND AWARD**

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**Evaluation Factors:**

AISD will conduct a comprehensive, fair and impartial evaluation of all Proposals and will analyze each Proposal to determine overall responsiveness and completeness as defined in Scope of Work and Specifications and Pricing sections. The District, in its sole discretion, may deem a Proposal non-responsive if Proposer fails to comply with the instructions in this RFP or submits an incomplete Proposal. AISD may, in its sole discretion, eliminate non-responsive proposals from further evaluation.

Criteria #	Criteria Description	Weighted Value
1	the purchase price	45%
2	the reputation of the Proposer and of the Proposer's goods or services	10%
3	the quality of the Proposer's goods or services, as applicable	40%
4	the extent to which the goods or services meet the District's needs	0%
5	the Proposer's past relationship with the District	5%
6	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses - M/WBE analysis	0%
7	the total long-term cost to the District to acquire the Proposer's goods or services	0%
8	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0%

1  
9

**Preferences:**

AISD may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Vendor must explicitly claim preferences. See Tex. Gov't Code § 2252.001-.004. AISD may not apply geographic preferences in procurements and /or contracts involving federal funds.

**2**  
**0** **Conflict of Interest:**

**EDGAR Conflict of Interest Requirements**

In accordance with federal EDGAR requirements, 2 CFR § 200.318(c)(1), no employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the federal award. A conflict of interest includes when an employee, officer, agent, board member, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest or a tangible personal benefit from an entity considered for a contract.

An employee, officer, agent, or board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, through the District's written procedures, the District sets a de minimis amount per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through the District's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the **Board President and addressed through the District's Board policies.**

**Non-Federal Conflict of Interest**

Conflict of Interest instructions for non-federal are included elsewhere in this RFP.

**2**  
**1** **Similar Products:**

Whenever AISD refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

**2**  
**2** **Non-Exclusivity and Multiple Awards:**

Any Contract resulting from this RFP is non-exclusive. AISD reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Vendor or to multiple Vendors, and Vendors should take this into account when submitting proposals.

**2**  
**3** **Disqualification:**

Proposer may be disqualified before or after the deadline for receiving proposals if evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.

**2**  
**4** **Financial Information:**

Proposer may be required to submit a current audited financial statement. The District will determine the necessity of financial information. In the event Proposer does not have an audited statement, other information such as an unaudited statement or copies of Proposer's federal income tax returns, with all amendments, may be required.

**2**  
**5** **Award of Contract:**

In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to AISD.

## 2 Formation of Contract:

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An RFP does not become a contract unless and until it is accepted and approved by AISD.

An electronically submitted Proposal or signed Proposal constitutes an offer to Contract with AISD to provide the goods and/or perform the services specified in this RFP thus eliminating the need for the formal signing of a separate contract. No Vendor shall obtain any interests or rights in any award until the District provides the Vendor an award letter or Purchase Order.

a) AISD does not automatically sign Vendor contract forms. In the event that AISD awards a project to Vendor and Vendor requests changes to the District's standard Contract form, the District reserves the right to cancel the award, re-award the project to an alternate Proposer or review/amend a separate contract as long as it does not conflict with the RFP.

b) In the event of a license agreement or other contract document requested by Vendor for execution, AISD reserves the right to review and to amend such document at AISD's discretion.

## 2 SCOPE OF WORK AND SPECIFICATIONS

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It is the intention of the Abilene ISD to establish one or more contracts with highly qualified Vendor(s) for Professional Development/Contracted Services (Instructional Related). Contracted services shall include but is not limited to professional development, consultants, presenters, trainers and other related services for Abilene ISD instructional support divisions.

**This RFP does not include staffing services or any type of physical or occupational therapy. If such RFP response is submitted, it will not be evaluated.**

This RFP is considered a "rolling" or "informal" RFP as responses can be submitted year round with designated deadlines as listed in the Bid Attachment section of this proposal.

**The contract term is upon award through August 31, 2026 with the option to renew annually for an additional four (4) years if mutually agreed upon in writing by both parties.**

Abilene ISD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts.

A Purchase Order will be issued to the successful Proposer(s) for anticipated services and product(s) as applicable in advance of delivery of services/products. Vendor will only be paid for services and products, requested by the district, and delivered at the scheduled time and date.

Any and all extension contracts are subject to the following non-appropriations clause. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.903 concerning non-appropriation clauses for multi-year contracts. The District reserves the right to rescind the contract at the end of the fiscal year if it is determined that funding is not available to extend the contract.

In the event of a conflict between this section and other sections of this proposal, this section prevails.

### **SCOPE OF SERVICES**

The Abilene ISD is currently accepting proposals from service providers qualified to provide Contracted Services in the areas such as but not limited to Professional Development, Speaking Engagements, Coaching and Training for Abilene ISD's various instructional support divisions.

Abilene ISD will engage the consultant(s) based on Abilene ISD's needs. Abilene ISD may make multiple awards and engage in contract(s) as needed to meet the District's needs. There is no guarantee through being awarded a contract that a vendor will be utilized.

The District reserves the right to determine if a specialized service is acceptable and within the scope of services covered by this solicitation.

These services requested in this RFP are the services of either an individual or company (hereby referred to as "Independent Contractor"), who renders services to the District on a short or infrequent term, on a fee or per diem basis, and does not involve the traditional relationship of employer and employee. This RFP expressly excludes professional services, as defined by statute,

including, but not limited to, Texas Education Code Section 44.031(f) and/or Texas Government Code Section 2254.002(2), including, without limitation, architecture and professional engineering services.

Related materials commonly sold by the Independent Contractor to its customers and that are necessary or recommended for use in conjunction with the services offered by the Independent Contractor are also to be a part of this solicitation, in accordance with the requirements and/or restrictions referenced within this RFP. The District shall have the opportunity to purchase products throughout the term of this contract.

Contracted services to be considered in this solicitation may consist of but not limited to:

**Professional Development for Teachers** in various curricular areas including, but not limited to: English Language Arts, Writing, Math, Science, Social Studies, ELL Services, Special populations (dyslexia, gifted and talented, autism, learning disabled, etc.) cultural responsiveness and awareness, digital learning technologies, applications and online learning for the classroom, critical thinking, early childhood curricular topics, response to intervention, restorative discipline & classroom management, professional learning communities, gender identity development and inclusion, social emotional, career and technology, working with underserved and other challenging populations. Professional Development may also include other types of training, coaching or other related services.

**Professional Development for Administrators** (all levels) in various areas including, but not limited to: Test and data analysis, data teams, cultural climates, team building and development, achievement equity, leadership, coaching, response to intervention, flexible grouping, closing achievement gaps, improving parental involvement, turnaround school leadership, social emotional, working with multilingual populations, systems based leadership, technology based leadership, assessing school climates. Professional Development may also include other types of training and other related services.

Privacy and Confidentiality

Independent Contractor agrees by submitting this proposal to maintain the privacy of all electronic content and data collected associated with Abilene ISD staff and students.

Qualifications/Experience

Bachelor degree, Master's Degree or Doctoral degree as appropriate related to the discipline of interest.

Certification as appropriate to the discipline of interest.

Minimum of two years of experience in public schools is preferred.

Related Materials Sold in Direct Support, and/or in Conjunction with Services Provided

Any related materials commonly sold by the Independent Contractor to its customers in direct support of, and/or in conjunction with, the services it provides may be sold to and purchased by the District under this procurement solicitation and resulting contract; however, certain restrictions may apply, as stated herein.

Related materials falling in this category include materials in hard copy or digital format, materials copyrighted or otherwise protected by intellectual property rights held by the Independent Contractor or a third party but which the Independent Contractor is an authorized re-seller/distributor for, and/or software or software licensing for a software/system (either developed by the Independent Contractor or by a third party for which the Independent Contractor is an authorized re-seller/distributor/licensor for) which are produced, distributed, and/or sold by the Independent Contractor in direct support of the services offered. As new products become available, those products can be added to this contract.

However, such materials may not be sold or purchased by the District if the materials are not acquired in direct support of, and/or in conjunction with, the services provided by the Independent Contractor or if it is determined, in Abilene ISD's sole discretion, that the materials can be procured by the District under more favorable conditions through another existing District contract, through a purchasing cooperative, or through a separate competitive procurement process.

**In order for the Independent Contractor to qualify for the sale of such materials, the Independent Contractor must disclose in its response to this solicitation the types of materials it offers and must provide a price list and/or web-site that includes pricing for the line items, and disclose the discount from the price list or website that would apply to purchases by the District. As new materials are added by the Independent Contractor to its product list, such materials may be introduced and made available for purchase by the District as long as they continue to meet the requirements disclosed herein.**

The related materials may be purchased throughout the term of the contract.

### Contractors Responsibilities (Performance Standards)

Independent Contractor shall perform all services and duties and provide all necessary labor and resources needed to provide the services in a timely manner with professional skill and competence, and in accordance with (i) generally accepted practices of, and pursuant to a standard of care exercised by professionals providing similar services under like circumstances; (ii) all applicable laws, rules, regulations, orders and permits of any federal, state, or local government or quasi-government entity having jurisdiction over any contract resulting from this solicitation; (iii) the terms and conditions of this solicitation and any resulting contract; and (iv) any and all directives or instructions provided or issued by Abilene ISD.

If awarded a contract as a result of this solicitation, Independent Contractor agrees that Independent Contractor is not an employee of Abilene ISD and is solely responsible for all social security, unemployment compensation and taxes, both state and federal. Notwithstanding any provision to the contrary herein, Independent Contractor further agrees that Independent Contractor's services will be performed with reasonable care, skill, judgement, and experience and in a professional businesslike manner, with no direct supervision from Abilene ISD. If Independent Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Independent Contractor shall notify Abilene ISD's Director of Purchasing in writing.

### Services Contract or Other Form of Agreement & Purchase Orders (Required Documents for Engagement with Vendors)

Abilene ISD's departments wishing to engage with an awarded Independent Contractor for procurement of their services should receive a quote or other short form of agreement, as to the services to be rendered by the Independent Contractor, the dates of services, the applicable fees, special payment schedules (if any). The separate short form agreement as described in this section is in addition to the RFP award and does not replace, minimize or change any pricing, terms or conditions of the initial award of Contract.

At no time shall the fees, materials pricing, terms, or conditions referenced on the separate Form of Agreement be higher or more restrictive than those offered by the Independent Contractor in his/her response to this solicitation.

While the Services Contract or separate short form of agreement ensures that both parties agree to the terms and conditions of the services to be rendered by the Independent Contractor, the Purchase Order ensures that the engagement has been properly recorded in the District's financial system and that the necessary funds are available and are encumbered for a specific purchase commitment. Doing so helps avoid delays in payment to the Independent Contractor.

### Reimbursable Costs

If the Independent Contractor requires reimbursement for costs (e.g. air travel, lodging, per diem, handouts, and all other District authorized expenses) associated with the services provided, the Independent Contractor must identify this requirement within his/her response. If such costs are included within the service fees, then the Independent Contractor should indicate such.

### Vendor Shall Upload the Following Requested Attachments

Biography of the person or persons that will be assigned to Abilene ISD for services.

Qualifications:

Education

Work Experience as it relates to the services in this RFP

Number of years providing services to educational entities as identified in this proposal.

Describe the target audience for a session with your company

Describe any special technology, furniture or setup that is required for your services that is expected to be provided by the

District

Provide a detailed list of materials (printed or digital) that are required for your services

Provide the price list and/or web-site for materials (printed or digital) as applicable.

### Tax Exempt

AISD is exempt from and will not be responsible for payment of any taxes. Proposals should not include taxes.

### Pricing

Pricing for this proposal is based on a firm fixed pricing for services through August 31, 2026. Firm fixed pricing for services would include but not limited to hourly rate, daily rate or per event cost for an event cost.

Percentage discount from price list and/or website for materials/products if fixed through August 31, 2026.

28

**CERTIFYING OF PROPOSAL**

The Proposer who certifies this proposal on the supplier information page has carefully examined all instructions, requirements, specifications, terms, and conditions of the RFP and Contract and certifies:

1. It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms, and conditions of the RFP and Contract.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of the RFP and the Contract. Further, if awarded, Proposer agrees to perform the requirements, specifications, terms, and conditions of the RFP and Contract.
3. All statements, information, and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Proposer acknowledges that AISD will rely on such statements, information, and representations in selecting the successful proposer(s).
4. That the prices quoted shall be AISD's pricing for the product and/or service.
5. It is not currently barred or suspended from doing business with the Federal government or any of their respective agencies.
6. It shall be bound by all statements, representations, warranties, and guarantees made in its Proposal.
7. Submission of Proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by AISD as part of the evaluation.
8. That all of the requirements of the RFP and Contract have been read and understood. In addition, AISD will assume Proposer's compliance with all requirements, terms, and conditions if not otherwise noted in the Exceptions.
9. Proposer acknowledges that the Contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by AISD, in its sole discretion.
10. All purchase orders must be duly authorized and executed by AISD and subject to the terms and condition of the RFP and Contract.

**This is only for vendors submitting by manual submission (not electronically through Ion Wave): The authorized representative must manually sign the supplier information page to certify proposal or the proposal will be disqualified.**

29

**VENDOR CONTACT PERSON**

Vendor contact person, phone number and email address:

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*(Required: Maximum 1000 characters allowed)*

30

**VENDOR EMAIL ADDRESS**

Vendor email address to receive PO:

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*(Required: Maximum 1000 characters allowed)*

31

**VENDOR FULL TIME EMPLOYEES**

Number of Full Time Employees:

*(Required: Numbers only)*

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**RESIDENT BIDDER**

Is Vendor a Resident Bidder?

A resident bidder refers to a person whose principle place of business is in the State of Texas; including a vendor whose ultimate parent company or majority owner has its principle place of business in this State.

Please Select  YES  NO

(Required: Check only one)

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3

**VENDOR PRINCIPAL PLACE OF BUSINESS**

City and State of Vendor's Principal Place of Business:

If not Texas, does the state have preferential treatment on bids?

If yes, what percentage?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Required: Maximum 1000 characters allowed)

3  
4

**VENDOR YEARS OF BUSINESS:**

Number of Years Vendor has been in Continuous Operation:

(Required: Numbers only)

3  
5

**VENDOR BUSINESS NAME:**

Number of Years Vendor has been in business under present business name:

(Required: Numbers only)

3  
6

**VENDOR - OPERATING UNDER ANOTHER NAME**

Has Vendor conducted business with the district under another name?

If yes, please provide other name(s):

If no, indicate N/A:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Required: Maximum 1000 characters allowed)

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**VENDOR BUSINESS WITH AISD:**

Number of Years doing business with Abilene ISD:

(Required: Numbers only)

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**VENDOR - PARENT COMPANY**

Does Vendor have a parent company or subsidiary that currently conducts or that has previously conducted business with Abilene ISD?:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Required: Maximum 1000 characters allowed)

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**VENDOR EXPERIENCE:**

Does the Vendor have experience with other school districts? If yes, please list names of school districts.

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*(Optional: Maximum 4000 characters allowed)*

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**VENDOR - PURCHASING COOPERATIVES**

Does Vendor currently have approved contract with any purchasing cooperative? (Examples include: TASB Buyboard, TIPS, Choice Partners)

If so, please list name of co-op and contract number:

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*(Required: Maximum 4000 characters allowed)*

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**VENDOR AND DISTRICT EMPLOYEES**

Does the Vendor have any Owners, Principal Shareholders or Stockholders, Officers, Agents, Salespeople or key employees who are district employees or who are members of a district employee's immediate family who either work or who may potentially work on this contract with the district?

If yes, please list names and titles:

If no, please indicate N/A:

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*(Optional: Maximum 4000 characters allowed)*

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**VENDOR - BOARD MEMBERS**

Does Vendor have any owners, principle shareholders or stockholders, officers, agents, salespeople or key employees who have been members of the Abilene ISD Board of Trustees during the last 5 years?

If so, please provide name(s) and title(s):

If no, please indicate N/A:

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*(Required: Maximum 1000 characters allowed)*

**4 3** **VENDOR - EMPLOYEE OF AISD**  
Does any officer, partner, owner, sales representative and/or spouse work for Abilene ISD?  
 Please Select  YES  NO  
*(Required: Check only one)*

**4 4** **VENDOR AUTHORIZED AGENTS:**  
Names of Authorized Agents, including any person or entity authorized to "act with" or "act on your behalf", such as consultants, sub-contractors, re-sellers, lobbyists, confidants, etc., whether compensated or not compensated:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Optional: Maximum 4000 characters allowed)*

**4 5** **VENDOR LITIGATION**  
Has Vendor (including any owner, principal shareholder or stockholder, officer, agent, salesperson, or employee) been involved in past, pending, or present litigation involving the district or another governmental entity? If yes, please provide the style and status of the case as well as the type of litigation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Optional: Maximum 4000 characters allowed)*

**4 6** **VENDOR PROVIDED GOODS**  
Please check one of the following:  
 Vendor provides good/services with own work force  
 Vendor purchases goods directly from mfg/supplier  
*(Required: Check only one)*

**4 7** **VENDOR - EQUAL OPPORTUNITY EMPLOYER**  
Do you advertise as an equal opportunity employer?  
 Please Select  YES  NO  
*(Required: Check only one)*

**4 8** **VENDOR EQUAL OPPORTUNITY EMPLOYER**  
Do you have a written non-discriminatory policy of employment:  
 Please Select  YES  NO  
*(Required: Check only one)*

**4 9** **VENDOR EQUAL OPPORTUNITY EMPLOYER**  
Has this policy been circulated throughout your organization?  
 Please Select  YES  NO  
*(Required: Check only one)*

**50** **VENDOR EQUAL OPPORTUNITY EMPLOYER**  
Person to contact regarding Equal Opportunity information issues: (name, title)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**51** **VENDOR IT ISSUES**  
Name of contact person regarding IT issues in your company: (name, phone, email)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**52** **VENDOR E-COMMERCE**  
Does vendor have e-commerce capability?  
 Please Select  YES  NO  
*(Required: Check only one)*

**53** **REFERENCE REQUIREMENTS**  
Please indicate below five business references that have contracted with your company to provide like products and/or services. Include Organization Name, Contact Person, Phone Number, Email Address. School Districts, higher education, city or state government references are preferred.

**54** **REFERENCE 1**  
Reference Number 1:  
Include Organization Name, Contact Person, Phone Number and Email Address.  
School Districts, higher education, city or state government references are preferred.  
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\_\_\_\_\_  
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\_\_\_\_\_  
*(Required: Maximum 4000 characters allowed)*

**55** **REFERENCE 2**  
Reference Number 2:  
Include Organization Name, Contact Person, Phone Number and Email Address.  
School Districts, higher education, city or state government references are preferred.  
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*(Required: Maximum 4000 characters allowed)*

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**REFERENCE 3**

Reference Number 3:  
Include Organization Name, Contact Person, Phone Number and Email Address.  
School Districts, higher education, city or state government references are preferred.

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*(Required: Maximum 4000 characters allowed)*

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**REFERENCE 4**

Reference Number 4:  
Include Organization Name, Contact Person, Phone Number and Email Address.  
School Districts, higher education, city or state government references are preferred.

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*(Required: Maximum 4000 characters allowed)*

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**REFERENCE 5**

Reference Number 5:  
Include Organization Name, Contact Person, Phone Number and Email Address.  
School Districts, higher education, city or state government references are preferred.

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*(Required: Maximum 4000 characters allowed)*

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**CERTIFICATION OF AUTHORIZATION, PERMITS AND BUSINESS CERTIFICATES REQUIREMENT**

For the duration of the Contract, Vendor must have and maintain current licenses, permits, fees, business certificates and similar authorizations required by the City of Abilene, Taylor County, and the State of Texas to conduct business and provide awarded goods and/or services to Abilene ISD. Upon the request of Abilene ISD, Vendor shall provide copies of all licenses, business certificates permits, and fees as being paid and current that are required to do business by the city, county and State for the type of business Vendor provides, or seeks to provide, to the Abilene ISD.

Please Select  Agree  Disagree

*(Required: Check only one)*

**60 CERTIFICATION OF ANTITRUST STATEMENT**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this RFP Proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) listed below;

(2) In connection with this bid or contract agreement, neither I nor any representative of the Vendor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

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

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

Please Select  Agree  Disagree

*(Required: Check only one)*

**61 CERTIFICATION OF FELONY CONVICTION NOTIFICATION**

Pursuant to section 44.034 of the Texas Education Code, a person or business entity entering into a contract and/or agreement with Abilene ISD must give advance notice to Abilene ISD if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony. Abilene ISD may terminate a contract with a person or business entity if Abilene ISD determines that the person or the business entity failed to give notice as required by section 44.034 or misrepresented the conduct resulting in the conviction. In such a case, Abilene ISD will compensate the person or business entity for services performed before the termination of the contract.

**- THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION -**

Please check the following as applicable:

Publicly held corporation-N/A = My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

No = My firm is not owned nor operated by anyone who has been convicted of a felony.

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

Please Select  N/A -Publicly held corporation  NO  YES

*(Required: Check only one)*

**62 FELONY CONVICTION DETAILS**

If your firm is owned or operated by a convicted felon, please list the name of the individual and the details of the conviction.

If not applicable, please enter N/A (not applicable).

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*(Required: Maximum 4000 characters allowed)*

**63 CERTIFICATE OF INSURANCE REQUIREMENTS**

I, the undersigned Vendor, do hereby certify that I shall maintain all insurance policies required by and in accordance with the insurance section(s) of this RFP, as applicable. I further understand and agree that I must make the certificates of insurance and insurance policies available to Abilene ISD upon request.

Please Select  Agree  Disagree

*(Required: Check only one)*

**64 CERTIFICATION REGARDING NO DIVERSITY, EQUITY AND INCLUSION DUTIES**

For purposes of this certification, "diversity, equity, and inclusion duties" means (1) influencing hiring or employment practices with respect to race, sex, color, or ethnicity except as necessary to comply with state or federal antidiscrimination laws; (2) promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity; (3) developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation except: (A) for the purpose of student recruitment efforts by colleges and universities designated as historically black colleges and universities in collaboration with school districts; or (B) as necessary to comply with state or federal law; and (4) compelling, requiring, inducing, or soliciting any person to provide a diversity, equity, and inclusion statement or giving preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement." TEX. EDUC. CODE § 11.005(a). In accordance with Texas Education Code § 11.005, Vendor hereby certifies that it does not and will not engage in diversity, equity, and inclusion duties at, for, or on behalf of Abilene ISD. Vendor acknowledges that if Vendor engages in DEI duties, the Vendor's Agreement with Abilene ISD is subject to termination; any appeal of any termination shall be governed by District Policy GF (Local).

Agree  Disagree

*(Required: Check only one)*

**65 CERTIFICATION REGARDING VENDOR'S CONFLICT OF INTEREST**

For purposes of this certification, "Vendor" means "a company, individual, contractor, subcontractor, or professional services provider with whom a school district enters into an agreement, contract, memorandum of understanding, interlocal agreement, fee schedule, retainer, or similar instrument for goods or services." TEX. EDUC. CODE § 11.067(a). Vendor acknowledges that it commits a criminal offense if Vendor bids on or receives a contract from Abilene ISD, if any individual serving on Abilene ISD Board of Trustees (1) has a substantial interest in the Vendor or a subcontractor hired by the Vendor (meaning the trustee owns more than 10% of the voting interest in the Vendor or has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, in more than 10% of the profits, proceeds, or capital gains of the Vendor); (2) is related in the second degree by consanguinity or affinity to an individual who has a substantial interest in the Vendor; or (3) has received or has been promised a gift or in-kind services with a value of more than \$250.

Agree  Disagree

*(Required: Check only one)*

**66 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.

Please Select  Agree  Disagree

*(Required: Check only one)*

**67 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.

Please Select  Agree  Disagree

*(Required: Check only one)*

**68 CERTIFICATIONS 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).

Agree  Disagree

*(Required: Check only one)*

**69 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) Abilene ISD has determined that Vendor is not a sole-source provider or Abilene ISD 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.

Agree  Disagree

*(Required: Check only one)*

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

Abilene ISD 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 Abilene ISD 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 § 2275.0101(2) of SB 2116 (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.

Agree  Disagree

*(Required: Check only one)*

**7  
1** **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 Abilene ISD; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Abilene ISD in a fiscal year of Abilene ISD, 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 Abilene ISD for the duration of the Agreement; (2) promptly provide to Abilene ISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of Abilene ISD; and (3) on completion of the Agreement, either (a) provide at no cost to Abilene ISD 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 Abilene ISD.

Please Select  Agree  Disagree

*(Required: Check only one)*

**7  
2** **DISCLOSURE OF INTERESTED PARTIES**

Texas Government Code, Section 2252.908 requires that Disclosure of Interested Parties using the form and procedure established by the Texas Ethics Commission, to be filed with Abilene ISD at the same time it submits the signed contract, if (1) the contract award requires action or a vote by the Board of Trustees; (2) the value of the contract awarded as a result of the solicitation is at least one million dollars (\$1,000,000.00); or (3) the contract is for services that would require a person to register as a lobbyist under Tex Gov't Code Chapter 305. The form requires disclosure of any "interested party" to the contract of which the contracting business entity is aware and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure. Proposer agrees that upon notification of award and of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code.

Please Select  Agree  Disagree

*(Required: Check only one)*

**7  
3** **CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED**

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

Agree  Disagree

*(Required: Check only one)*

**7 4 COMPLIANCE WITH ABILENE ISD POLICIES AND DECORUM ON DISTRICT CAMPUSES**

Vendor acknowledges that the work and delivery of goods solicited under this RFP or Contract Agreement may be performed in connection with an educational facility that is currently occupied and in use. Vendor agrees to and shall comply with all rules, regulations, policies and requirements of Abilene ISD and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Abilene ISD.

Vendor recognizes that the ongoing school activities in proximity with its onsite activities requires the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Vendor's deliveries and/or performance of services will be scheduled so as not to interfere with, interrupt, disturb, or disrupt District's normal operations or facilities.

The Vendor recognizes that the site is a public-school campus. Vendor understands that under the required Contract, the Vendor will be responsible for the actions of its employees and any contractor working for the Vendor under contract. Vendor certifies that it shall:

- a. not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- b. prohibit the possession or use of alcohol, controlled substances, tobacco (including e-cigarettes);
- c. prohibit the possession of any weapons on a school site or in cars of employees or contractors of Vendor, regardless of whether the owner of the weapon has permit to open or concealed carry a weapon; and
- d. require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

Vendors that will be on Abilene ISD property and have opportunity to be in contact with students are required to be fingerprinted. The cost of the fingerprinting is the responsibility of the vendor. Only those vendors and employees with cleared background checks are permitted on Abilene ISD property. The awarded vendor will be notified of the procedures for completing the background checks.

Vendor acknowledges Vendor and Vendor's employees will be required to make an appointment with Abilene ISD Facilities Department at 325-692-7234 to obtain a temporary badge prior to commencing work on Abilene ISD's property. A photo ID, preferably a driver's license, will be required for issuance of the badge. Badges shall be returned to Abilene ISD Facilities Department upon completion of project.

Please Select  Agree  Disagree

*(Required: Check only one)*

**7 5 CERTIFICATION OF NON-COLLUSION**

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

Please Select  Agree  Disagree

*(Required: Check only one)*

**7 6 EDGAR CERTIFICATIONS**

The following certifications and provisions are required and apply when AISD expends federal funds (including funds for HHS programs per 45 CFR Part 75) 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 between the District and Vendor in all situations where Vendor has been paid or will be paid with federal funds.

**7 7 CONTRACTS FOR MORE THAN THE SIMPLIFIED AQUISITION THRESHOLD**

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 above, when Abilene ISD expends federal funds, Abilene ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**7**

**8**

**TERMINATION FOR CAUSE**

Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule above, when federal funds are expended by Abilene ISD, Abilene ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or Abilene ISD. Abilene ISD also reserves the right to terminate the contract immediately, for convenience, if Abilene ISD believes, in its sole discretion that it is in the best interest of Abilene ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Abilene ISD as of the termination date if the contract is terminated for convenience of Abilene ISD. If Abilene ISD terminates the contract for any reason, written notice of termination will be provided to vendor. Any award under this procurement process is not exclusive and Abilene ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Abilene ISD.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**7**

**9**

**EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Executive Order 14173, Vendor's compliance with all applicable federal anti-discrimination laws is material to receiving payment from Abilene ISD. See 31 U.S.C § 3729(b)(4) of Title 31. Vendor must not operate any programs or enforce any policies promoting Diversity, Equity, or Inclusion that violate any applicable Federal anti-discrimination laws or that are discriminatory on the basis of giving preferential treatment to certain protected classes, including sex, race, or national origin. Vendor agrees to conduct merit-based employment practices. Vendor certifies that it complies with all administration Executive Orders and does not include any activities that promote DEI activities.

Pursuant to Federal Rule above, when federal funds are expended by Abilene ISD, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above?

YES  NO

*(Required: Check only one)*

**80 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 recipients or subrecipients 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 recipients or subrecipients 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 recipient or subrecipient 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 recipient or subrecipient must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule above, when Abilene ISD expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**81 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the recipient or subrecipient 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 above, when federal funds are expended by Abilene ISD, the vendor certifies that during the term of an award for all contracts by Abilene ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**82 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 and any implementing regulations issued by the awarding agency.

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

Does Vendor agree?

YES  NO

*(Required: Check only one)*

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**CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

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

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

Does Vendor agree?

YES  NO

*(Required: Check only one)*

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4

**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 above, when federal funds are expended by Abilene ISD, the vendor certifies that during the term of an award for all contracts by Abilene ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to Abilene ISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Abilene ISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless Abilene ISD knows the certification is erroneous.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**85 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 above, when federal funds are expended by Abilene ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Abilene ISD 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.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**86 PROCUREMENT OF RECOVERED MATERIALS**

When federal funds are expended by Abilene ISD, Abilene ISD 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 above, when federal funds are expended Abilene ISD, 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 (1) 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; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule above.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**8  
7** **CONSIDERATION OF SMALL, MINORITY, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR § 200.321**

When federal funds are expended by Abilene ISD, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does Vendor agree?

YES  NO

(Required: Check only one)

**8  
8** **CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY 2 C.F.R. § 200.215**

When federal funds are expended by Abilene ISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 during 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, Abilene ISD 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. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Abilene ISD 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.

Does Vendor agree?

YES  NO

(Required: Check only one)

**8  
9** **CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES 2 C.F.R. § 200.216**

Abilene ISD, as a recipient, 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 covered telecommunications equipment or services. Covered telecommunications equipment or services means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services provided by such entities or using such equipment; (4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of Section 200.216, covered telecommunications equipment or services also include 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. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

Does Vendor agree?

YES  NO

(Required: Check only one)

**90 CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS - 2 CFR § 200.217**

If vendor is a subrecipient of Abilene ISD, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**91 RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR § 200.334**

When federal funds are expended by the Abilene ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**92 CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS:**

When federal funds are expended by Abilene ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor 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.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**93 CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by Abilene ISD 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).

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**9  
4** **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**9  
5** **CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR - 2 C.F.R. § 200.318**

When federal funds are expended by Abilene ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**9  
6** **CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS 2 CFR § 200.322 (a) and (b)**

To the greatest extent practical and consistent with law, Abilene ISD 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, contracts and purchase orders under this 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.

“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.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**9  
7** **CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENT AND COMPLIANCE WITH BUY AMERICA PROVISIONS - 2 CFR §200.322(c)**

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act (“BABA”), when Abilene ISD is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. “Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the “Buy America Preference Requirements”).

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to Abilene ISD and/or the awarding Federal agency.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**9  
8** **CERTIFICATION OF ACCESS TO RECORDS 2 C.F.R. § 200.337**

Vendor agrees that Abilene ISD, 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 records of Vendor, and its successors, transferees, assignees, and subcontractors that are pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use. This right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents, this Contract, or the Federal award in general. 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.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

**9  
9** **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does Vendor agree?

YES  NO

*(Required: Check only one)*

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0** **CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made with collusion or fraud with any pers, joint, venture, partnership, corporation or other business or legal entity.

Does Vendor agree?

YES  NO

*(Required: Check only one)*

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### DEVIATION(S) AND EXCEPTION(S)

All deviations and exceptions to the RFP must be expressly stated in this section. In the absence of any entry in this section, Vendor assures AISD of its full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the RFP. All deviations and exceptions must detail the section number, paragraph number, page number and the specific language accepted.

If no deviations or exceptions, please enter N/A as response.

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*(Required: Maximum 4000 characters allowed)*

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### CONFIDENTIALITY DECLARATION FORM

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

As a governmental body, Abilene ISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to Abilene ISD 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 Abilene ISD 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 Abilene ISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," Abilene ISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that Abilene ISD 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 § 552.0222, "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.

Abilene ISD 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 Abilene ISD, 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 Abilene ISD and determined by Abilene ISD, 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 Abilene ISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.

Please check **ONLY ONE** of the following options:

**Declaration of Confidentiality** – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to Abilene ISD 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 Abilene ISD 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 Abilene ISD and that its proposal and all other information—including any pricing information—submitted by Vendor to Abilene ISD 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 Abilene ISD 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."

Please Select    Declaration of Confidentiality    Waiver of Confidentiality

*(Required: Check only one)*

## Supplier Information

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Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Supplier Notes

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

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*