

EL CAMPO INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSAL 2026-2027

On behalf of the El Campo Independent School District, I am requesting proposals from vendors for the purchase of supplies, equipment and services. **This is not a formal or sealed bid** for items to be purchased at this time. Once you have returned the vendor packet you will be added to the District's **approved vendor list** for future purchases. This year's term will run from September 1, 2026 to August 31, 2027.

Included with this packet is the "Felony Conviction Notice and Conflict of Interest Questionnaire." By law a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony or has an affiliation or business relationship. El Campo ISD is the local Government entity your company is doing business with; therefore, if there is no affiliation or business relationship this form may be marked NA. If there is a conflict the form must be completed in its entirety. Also included in this packet is a Proposal Response Form, Questionnaire, References Page, Certificate of Residency, Certificate Regarding Lobbying, Vendor Debarment Statement, Statement of Non-Collusion and Non-Discrimination, Contractor Certification form (filled out regardless of if you are a contractor or not), Texas Government Code 2270 Verification Form, EDGAR Certifications Forms and W-9. Please return the Proposal Response Form, Questionnaire, References Page, Certificate of Residency, Conflict of Interest Questionnaire, Felony Conviction Notice, Certification Regarding Lobbying, Vendor Debarment Statement, Statement of Non-Collusion and Non-Discrimination, Contractor Certification Form, Texas Government Code 2270 Verification Form, EDGAR Certification Forms(4pages) and W-9 to bpopp@ricebirds.net. Only email submissions will be accepted.

El Campo ISD
Request for Proposals/Becky Popp
bpopp@ricebirds.net

This packet includes the following:

- Invitation submit Proposals	Viewing Information Only
- Bid Categories	Viewing Information Only
- General Terms & Conditions	Viewing Information Only
- Proposal Response Form	To Be Returned -**If on a listed Coop only return this form
- Evaluation Criteria for Proposal	Viewing Information Only
- Questionnaire	To Be Returned
- References Page	To Be Returned
- Certificate of Residency	To Be Returned
- Conflict of Interest	To Be Returned (Marked NA if no conflict)
- Felony Conviction Notice & Debarment Cert.	To Be Returned
- Certification Regarding Lobbying	To Be Returned
- Statement of Non-Collusion&Non-Discrimination	To Be Returned
- Contractor Certification	To Be Returned
- Texas Government Code 2270 Verification Form	To Be Returned
- EDGAR Certifications Forms (4 pages)	To Be Returned
- W-9 Form	To Be Returned
-	

The Board of Trustees of the El Campo Independent School District reserves the right to reject any and all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District.

If you have any questions please call Becky Popp, Accounts Payable Department at (979) 543-6771.

Sincerely,
Demetric Wells, Assistant Superintendent for Finance

BID CATEGORIES

ATHLETIC SUPPLIES & EQUIPMENT

Athletic/Training Supplies – All Sports
Equipment/Non-consumables
Supplies for Various Sports
Uniforms
All Athletic Services

INSTRUCTIONAL - GENERAL SUPPLIES

Duplicating Paper
General Office
Industrial Gases
Instructional Teaching Aids/Supplies – All Areas
Nursing Supplies, First Aid Supplies & Defibrillator Supplies
Supplies for All Course Offerings
All Instructional Services

INSTRUCTIONAL - GENERAL EQUIPMENT

Audio Visual Equipment
Band Instruments & Equipment
Computer Furniture & Equipment
Copy Machines & Printers
Food Service Equipment
Instructional Furniture & Equipment
Library Furniture & Equipment
Office Furniture & Equipment
Playground Equipment
Telephone Equipment
Furniture & Equipment for All Course Offerings
All Equipment, Support and Technical Services

MAINTENANCE – SUPPLIES, EQUIPMENT & SERVICES

Supplies, Equipment & Services for Building Maintenance
Supplies, Equipment & Services for Ground Maintenance
Supplies, Equipment & Services – Other Maintenance

TRANSPORTATION – FUEL, SUPPLIES, EQUIPMENT & SERVICES

Fuel (Diesel and Gasoline)
Tires and Tire Services
Mechanics Supplies & Equipment
All Other Vehicle Supplies, Equipment & Services

SERVICES

Printing, Awards & Trophies - Plaques, Medals, Certificates
Catering, Baking, Decorating
Equipment, Support and & Technical Services
Maintenance & Transportation Services – All types
Special Ed Services
Contracted Services – All types
DJ's – Photo Booths, Karaoke Services, Prom/Graduation Services
Library & Computer Technology Services, Book Binding
Staff Development Services
All Other Services

GENERAL TERMS AND CONDITIONS

IT SHALL BE THE VENDOR'S RESPONSIBILITY TO REVIEW AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL AS OUTLINED.

1. Proposals shall be submitted on THE ENCLOSED PROPOSAL FORM ONLY.
2. Proposals must be emailed.
3. Proposal should be clearly marked as directed.
4. Proposals MUST give vendor's full name, address and email address. (Please type information)
5. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application therefore, the seller shall indemnify and hold harmless the District from any and all loss, cost expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale or use of such article in violation, infringement or the lack of rights under such patent, copyright, trademark or application.
5. Proposals may not be withdrawn without District approval.
6. Delivery requirements are stated in the Special Conditions.
7. If delays are foreseen, written notice shall be given to the Business Office which will take the extensions under advisement. Vendors should advise the School District of the status of orders as failure to meet delivery dates may result in removal from approved vendors list. Delivery of purchases in good condition will be vendor's responsibility and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified. Vendors who fail to deliver as specified may be removed from the vendor list for one year.
9. In evaluating qualified proposals, the following considerations will be taken into account for award recommendations: price, overall quality and best value to the District, suitability for the intended use, probability of continuous availability, vendor's service and delivery capabilities. It is not the policy of the El Campo Independent School District to purchase on the basis of low proposals alone. Discount from terms on invoice will not be considered in the evaluation of the proposal. Proposals will be awarded to multiple vendors, and vendors will be added throughout the school year.
10. Payment will be made within 30 days after receipt of original invoice for each completed order (where merchandise has been received in good order). No partial order payments will be made when items are backordered. Invoices indicating discount for early payment will be paid accordingly.
11. Texas sales and use tax exemptions certificates will be furnished by the Business Office upon request.

SPECIAL TERMS AND CONDITIONS

1. Vendors will offer a firm discount from published catalog price or shelf price. This discount may range from 0% to 99%.
2. ALL PRICES SHALL INCLUDE FREIGHT AND DELIVERY. Delivery is only required for vendor's outside the El Campo Independent School District area.
3. Provide Material Safety Data Sheets (MSDS) with each order when applicable.
4. El Campo Independent School District will not be responsible for any goods delivered, or services performed without its purchase order signed by authorized agent and/or proper authorization from the Business Office.
5. There shall be no substitutes of any item without prior approval from the El Campo Independent School District.
6. Back orders shall be delivered within forty-five (45) days from receipt of the original order. In the event of an unexpected delay, El Campo ISD shall be notified; thereby given the option to cancel, order from another source, or wait for delivery.
7. Invoices may reflect the item-by-item discount price or may reflect item-by-item regular price with a total discount for the invoice.
8. Should discrepancies occur concerning pricing, the item in question or the entire invoice shall be credited and corrected invoice mailed with fifteen (15) working days.
9. Send all invoices to: bpopp@ricebirds.net; El Campo Independent School District, Business Office-Accounts Payable, 700 West Norris Street, El Campo, TX 77437
10. The vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this document.
11. El Campo Independent School District will have the right to cancel any contract entered into under the terms and conditions of this proposal for any reason at any time with thirty (30) days written notice and justification. In the event of any actual contract cancellation, El Campo Independent School District will not be held responsible for loss of business or any termination expenses incurred by the vendor.
12. El Campo Independent School District is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, handicap, or limited English proficiency. The District encourages proposals from minority firms, women's business enterprises, and labor surplus area firms.
13. The El Campo Independent School District reserves the right to reject any and all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District.

PROPOSAL RESPONSE FORM 26-27

(To Be Returned in the Request for Proposal Packet)

1. Discount off CATALOG PRICE shall be _____ % for Supplies/Materials/Equipment for El Campo Independent School District. **Prices shall include shipping and handling charges.**
2. Discount off SHELF PRICE shall be _____ % for Supplies/Material/Equipment for El Campo Independent School District. **Prices shall include shipping and handling charges.**
3. Discount off SERVICE PRICE shall be _____ % for Services/Supplies/Materials/Equipment for El Campo Independent School District. **Prices shall include shipping and handling charges.**
4. **If no discounts given at this time please indicate here** _____
5. **Exceptions to Shipping and Handling Charges:** _____

6. I have read and understand the General Terms and Special Terms and Conditions as set forth in this document.

Name of Company/Vendor: _____

Address: _____

City, State, Zip _____

Contact E-Mail: _____

Authorized Rep Signature: _____

Date: _____

Business/Phone: _____

Business Fax: _____

Purchase Order Fax #: _____

Purchase Order Email: _____

****Coop Memberships** ☐ Region III ☐ Choice Partners ☐ PACE ☐ TCPN
Affiliated With ☐ TIPSUSA ☐ Buy Board ☐ 2013 Purchasing Coop (ESC-20)
Check all that apply: ☐ Allied Purchasing Coop (ESC-19) ☐ Goodbuy Purchasing (ESC-2)
 ☐ Omnia Partners ☐ NCPA ☐ Texas Smart Buy ☐ DIR
 ☐ TexBuy ☐ Texas State Comptrollers ☐ E&I ☐ EPIC6

****If you are affiliated with any purchasing cooperative listed, please only turn in this page.**

RFP Discounts start September 1, 2026 and end August 31, 2027.

This page for viewing information only.

EVALUATION CRITERIA FOR PROPOSAL

This proposal shall be evaluated using the evaluation criteria listed below.

	Evaluation Criteria	Point System
1	Purchase price - Proposal should offer a fair and reasonable price for services to be procured by El Campo ISD.	25
2	Reputation of the vendor and of the vendor's goods or services - Proposer should have a solid reputation with other ISDs, Government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via email.	15
3	Quality of the vendor's goods or services - Services will be expected to meet and operate with minimal disruption in accordance with the outlined specifications. *Delivery time frames may be considered.	15
4	Extent to which the goods or services meet the district's needs - El Campo ISD will require that the selected vendor: *Product line shall have a relevant basis to Catalog and/or Web contents	20
5	Vendor's past relationship with the district 5-Good business with ECISD, staff recommends use again 3- Good business with no documented issue OR never performed business with ECISD but has experience with other school districts or government entities. 1- Past performance was documented as being poor.	5
6	Long-term cost to the district to acquire the vendor's goods or services • Accepts Purchase Orders	10
7	Vendor's principal place of business is in the State of Texas, or employs 500 people in this state. (either-or)	0
8	Ability to service our accounts with proper staff and insurance requirements - • Provide with an account representative for ECISD.	10
10	TOTAL	100

QUESTIONNAIRE

1. Company's home office location is: _____
2. Do you currently do business with El Campo ISD? ☐ Yes ☐ No
3. a. Is your principal place of business located in the State of Texas? ☐ Yes ☐ No
b. Does your business employ more than 500 people in the State of Texas? ☐ Yes ☐ No
4. Do you have any pending litigation? ☐ Yes ☐ No If yes, please attach a separate page explaining.
5. Is your company able to service deliveries to ECISD locations and surrounding areas?
☐ Yes ☐ No If no, explain exceptions _____
6. Does your business have ecommerce capabilities? ☐ Yes ☐ No
7. Do you have experience working with other school districts in Texas? ☐ Yes ☐ No
8. Identify your standard delivery time window after PO received: _____
9. Does your company accept Purchase Orders? ☐ Yes ☐ No Credit Cards? ☐ Yes ☐ No
10. Did you supply a current W-9 with your response? ☐ Yes ☐ No
11. Does your company have an online catalog? ☐ Yes ☐ No
If "Yes", please identify: _____

REFERENCES

Please provide at least three (3) references that have used your company for the same services El Campo ISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address.

A valid email address is required. Please make sure the email address is legible and current.

COMPANY NAME	
ADDRESS	
EMAIL	

COMPANY NAME	
ADDRESS	
EMAIL	

COMPANY NAME	
ADDRESS	
EMAIL	

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for ECISD to determine the residency of its proposers. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder’ refers to a person who is not a resident.
- (4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the non resident's principal place of business is located”

I certify that _____
(Name of Company)

Is, under Section 2252.001 (3) and (4), a

- ☐ Resident Bidder
- ☐ Non-resident Bidder

My or Our principal place of business under Section 2252.001 (3) and (4), is in the city of

_____ in the state of _____

Signature of Authorized Company Representative

Printed Name

Title

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

FELONY CONVICTION DISCLOSURE & DEBARMENT CERTIFICATION

1. FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):

By signing below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

2. DEBARMENT CERTIFICATION

Neither my company or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signing below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 instruction.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US 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.

Company

Authorized Representative

Signature

Date

STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

My signature certifies that the accompanying Bid/Proposal:

1. Is not a result of, or affected by an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statues, regulations and/or policies. Futhermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
2. This bid/proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other bidder, competitor, or potential prior to the opening of bids or proposals for this project.
3. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a bid or proposal.

Furthermore:

1. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color sex or national origin, or handicap except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operations of the Seller. The Seller agrees to post in conspicuous places, available to employee and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Seller shall include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller and I am fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf:

NAME OF SELLER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

NAME (Print): _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

TELEPHONE: _____ Fax No. _____

Email Address: _____

NOTE: This form must be completed even if you are not a contractor. Please check the appropriate box after you enter your company name, then sign and date.

Contractor Certification

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors.

Definitions:

Covered individuals: Individuals who have or will have continuing duties related to the service to be performed and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code §21.060, including 19 Tex. Admin. Code §249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____, I certify that: (check one)
("Contractor")

☐ None of Contractor's employees are *covered individuals*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become covered individuals. Contractors will maintain these precautions or conditions throughout the time the contracted services are provided.

☐ Some or all of Contractor's employees are *covered individuals*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered individuals. None of the covered individuals has a disqualifying criminal history.
2. If Contractor receives information that a covered individual subsequently has a reported criminal history, Contractor will immediately remove the covered individual from contract duties and notify the District in writing within three business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered individuals so that the District may obtain criminal history record information on the covered individuals.
4. If the District objects to the assignment of a covered individual on the basis of the covered individual's criminal history record information, Contractor agrees to discontinue using the covered individual to provide services at the District.

Non-Compliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

Texas Government Code 2270
House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section I, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means 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 specifically 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;
and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

Exhibit

EDGAR CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when El Campo Independent School District ("ECISD") expends federal funds for any contract resulting from this procurement process. **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:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

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

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

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

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

Pursuant to Federal Rule (B) above, when ECISD expends federal funds, ECISD 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. ECISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if ECISD believes, in its sole discretion that it is in the best interest of ECISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by ECISD as of the termination date if the contract is terminated for convenience of ECISD. Any award under this procurement process is not exclusive and ECISD reserves the right to purchase goods and services from other vendors when it is in ECISD's best interest.

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current

prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to Federal Rule (H) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource

Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

ECISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (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.

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

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

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

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

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.