

Issue Date: April 14, 2026

Request for Proposals (RFP)

CHILD NUTRITION PAPER GOODS - CAT PROPOSAL #2606CN – PAPER GOODS

Alvin Independent School District will be accepting sealed REQUESTS FOR PROPOSALS for CHILD NUTRITION PAPER GOODS. Packets may be submitted up to but no later than Thursday, May 7, 2026 @ 2:00 P.M. for consideration. Submission should include one original with all necessary backup requested.

Submission Location: Alvin Independent School District Purchasing, Bldg. D
Attn: Chandra Ryan-Purchasing Agent
2200 Stapp Maxwell
Alvin, Texas 77511

Telephone, electronic or fax proposals are not considered legal documents; therefore, the ORIGINAL proposal must be submitted to Purchasing for consideration with any backup supporting documents to assist with final decision processes.

Scope of Work

- Under the guidelines of the Texas School Law, any item(s) or services purchased with regards to a total aggregate in any given category over \$100,000 will be competitively bid. Alvin ISD is seeking Request for Proposal for our #2606 CHILD NUTRITION PAPER GOODS - CAT PROPOSAL under a one (1) year term beginning the date the RFP is awarded by the board. This proposal is anticipated to be an exclusive award whereby there will be a Primary and Secondary vendor award due to product availability. The proposal will be awarded as an Exclusive Award to allow the vendor to deliver all products direct to the designated campus. Upon award of the proposal, purchase orders will be processed to the vendor. We request the awarded vendor contact Child Nutrition with an anticipated delivery date for each of the campuses designated on the purchase order.
- Providing Alvin ISD has the funds available, both parties agree to the service and renewal conditions, and no increases are incurred except for the growth of the district. Purchase orders will be processed upon Board of Trustee award. The district reserves the right to reject any or all proposals and to accept any proposal, which appears in its best interest.
- In addition, all contracted service providers shall be required to comply with Texas Education Code Section 22.083, Access to Criminal History Records of Employees by Local and Regional Education. This requires that all contractors who come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. The cost for such background check and fingerprinting shall be the responsibility of the contractor. Additional information in regards to the process of the Fast Pass can be found on the Alvin ISD website under Contractor/Consultant Proposal.

Proposal Procedures

- **Proposal Location**
 - This Proposal has been extended through our Alvin ISD website. The proposal is located at www.alvinisd.net. Go to Departments and click PURCHASING, click on Legal Ads-Current Proposals and finally, find the 2606CN-CHILD NUTRITION PAPER GOODS RFP. All purchases will be made under the guidelines of the Districts Standardized Terms and Conditions. The Standardized Terms and Conditions detail the proposal award process, purchase order processing, invoicing, and payment procedures of the district. Due to the Length of the Terms and

Conditions, they have not been included in the proposal packets but may be accessed from the Website under Legal Ads-Current Proposals. We encourage you read and print this documentation as it will be utilized as guidance for all purchasing policies and procedures upon award of any term contract.

- **RFP Timeline**

Bid Activities	Due Date
Issue and Advertise RFP	April 14, 2026
RFP Closing Date	May 7, 2026 at 2:00pm
Award – Anticipated	June 09, 2026
Execution of Offer Letter Due for Awarded Vendors	June 16, 2026

- **Title and Risk of Loss**

- Whenever Alvin ISD is purchasing (and not leasing) an item under this agreement, title and risk of loss shall pass upon the later of Alvin ISD's acceptance of the item or payment of the applicable invoice.

- **Bid Tabulations**

- Once the contract has been awarded, bid tabulations will be posted on the Alvin ISD Purchasing website.

Instructions to Vendors

- **Qualification**

- To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in the RFP. Vendors must follow the format instructions details below in preparing and submitting their proposals.

- **Contact Information, Questions and Clarification:**

- Questions regarding the requirements specified in this solicitation must be submitted in email form. Alvin ISD will not answer verbal questions.
- Questions regarding equipment specifications email Jean Tubbs at **jtubbs@alvinisd.net**.
- Questions regarding proposal terms & conditions email Chandra Ryan **cdryan@alvinisd.net**.

- **Pricing format**

- The preferred format of pricing submission is Auto Quote or a similar format to ensure all specifications are fulfilled.

Evaluation and Award

- **Quantities**

- Alvin ISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. The estimate should not be construed to be a guarantee of either minimum or maximum since purchases are dependent upon actual need and available funding. Alvin ISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

- **Alternate Bids**

- Whenever an article or material is defined by Alvin ISD in this solicitation 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 article or material 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). Alternate bids must include backup specification sheet. Alvin ISD will determine if alternate meets or exceeds model specified.

- **RFP Award**
 - Alvin ISD can consider items individually and make awards on each item independently or award the entire bid to one vendor. In cases where related items for which “compatibility” will be an element of consideration, small groups of items will be considered as a unit.
- **Execution of Offer Letter**
 - Upon notification of award, an Execution of Offer Letter provided by Alvin ISD must be signed and returned within 5 business days.

Contract Terms and Conditions

- **Prices**
 - All prices in Vendor’s response shall be firm for the Term of the agreement. Alvin ISD Child Nutrition will only consider changes in terms and conditions or price increases (1) at the time of renewal (not during the time of contract); and (2) upon a determination that such changes are necessary due to market conditions and in the best interest of the District. Any such changes must be submitted to Alvin ISD with documentation supporting the reason for the changes.
- **Non-Appropriation Clause**
 - Renewal of this agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this agreement or obligation imposed on Alvin ISD by this agreement, Alvin ISD shall have the right to terminate this agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of Alvin ISD if it is determined by Alvin ISD, in Alvin ISD’s sole discretion, that there are insufficient funds to extend this agreement. The parties agree that this agreement is a commitment of Alvin ISD’s current revenue only.
- **Records Retention**
 - Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to Alvin ISD under this agreement. These records and accounts shall be retained by Vendor and made available for audit by Alvin ISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by Alvin ISD of Vendor’s final invoice or claim for payment in connection with this agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.
 - When federal funds are expended by Alvin ISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed
- **Substitutes**
 - Unless otherwise agreed to in advance by Alvin ISD, vendor will not deliver substitutes without prior authorization from Alvin ISD.
- **Termination of Contract**
 - Alvin ISD reserves the right to terminate the Contract in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this contract, and/or a Purchase Order; or (2) otherwise perform in accordance with the Contract and/or the RFP.
 - In the event the successful proposers shall fail to perform, keep or observe any of the terms and conditions, Alvin ISD shall give the successful proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Alvin ISD within two working days or receipt of such notice by the successful proposers, default will be declared and all the successful bidder’s rights shall terminate.
- **Bid Protest Procedure**
 - See Alvin ISD Local Policy: Section G – Community and Governmental Relations – Section GF – Public Complaints
- **Equal Opportunity**
 - In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of

race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **Mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **Fax:**
(833) 256-1665 or (202) 690-7442; or
3. **Email:**
Program.Intake@usda.gov
This institution is an equal opportunity provider.

Pricing and Delivery Information

- **Location**

- Deliveries must be made Monday-Friday between 6:00am and 2:00pm excluding school holidays per Alvin ISD school calendar.
- The option to have all 37 Alvin ISD Child Nutrition locations receive a delivery every week must be available

▪ Alvin High School	802 S. Johnson St., Alvin, Tx 77511
▪ Manvel High School	19601 Highway 6, Manvel, Tx 77578
▪ Shadow Creek High School	11850 Broadway, Pearland, TX 77584
▪ Iowa Colony High School	3700 Davenport Pkwy., Arcola, Tx 77583
▪ Rise Academy	605 W. House St., Alvin, Tx 77511
▪ Alvin JH	2300 W. South St., Alvin, Tx 77511
▪ Rodeo Palms JH	101 Palm Desert Dr., Manvel, Tx 77578
▪ Harby JH	1500 Heights Rd., Alvin, Tx 77511
▪ Nolan Ryan JH	11500 Shadow Creek Pkwy, Pearland, Tx 77584
▪ Fairview JH	2600 CR 190, Alvin, Tx 77511
▪ Manvel JH	7302 McCoy Rd., Manvel, Tx 77578
▪ McNair JH	2950 Kingsley Dr., Pearland, Tx 77584
▪ Jackie Caffey JH	9727 Pursley Rd., Manvel, Tx 77578
▪ Iowa Colony JH	3704 CR 64, Iowa Colony, TX 77583
▪ Alvin Elementary	1901 W. South St., Alvin, Tx 77511
▪ Mark Twain Elem	345 Kendall Crest Dr., Alvin, Tx 77511
▪ Hasse Elem	1200 House St., Alvin, Tx 77511
▪ EC Mason Elem	7220 School Rd., Manvel Tx 77578
▪ Stevenson Elem	4715 Mustang Rd., Alvin, Tx 77511
▪ Walt Disney Elem	1910 Rosharon Rd., Alvin, Tx 77511
▪ Passmore Elem	600 Kost Rd., Alvin, Tx 77511
▪ Hood Case Elem	1450 Heights Rd., Alvin, Tx 77511

▪ Don Jeter Elem	2455 CR 58, Manvel, Tx 77578
▪ Mary Marek Elem	1947 Kirby Dr., Pearland, Tx 77584
▪ Wilder Elem	2225 Kingsley Dr., Pearland, Tx 77584
▪ Savannah Lakes Elem	5151 Savannah Pkwy., Rosharon, Tx 77583
▪ Glenn York Elem	2720 Kingsley Dr., Pearland, Tx 77583
▪ Red Duke Elem	2900 CR 59, Manvel, Tx 77578
▪ Meridiana Elem	9815 Meridiana Pkwy., Iowa Colony, Tx 77583
▪ Shirley Brothers Elem	2910 Half Moon Bay Dr., Pearland, Tx 77584
▪ Pomona Elem	4448 Kirby Dr., Manvel, Tx 77578
▪ Nelson Elem	14400 CR 185, Alvin, Tx 77511
▪ Sanchez Elem	1721 Sterling Lakes Dr., West, Rosharon, Tx 77583
▪ Nichols-Mock Elem	10805 Crystal View Dr., Rosharon, Tx 77583
▪ Barbara Bennett Elem	9235 N Inspiration Way, Manvel, Tx 77578
▪ Lewis Lane Center	7400 Lewis Lane, Manvel, Tx. 77578
▪ Child Nutrition Warehouse	2200 Stapp Maxwell St., Alvin, Tx 77511

- **Inspection and Acceptance**

- If defective or incorrect products are delivered, Alvin ISD may make the determination to return the products to the vendor at no cost to Alvin ISD. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

- **Shipping Pricing**

- Pricing should be based on a single case purchased and delivered. Each item must include shipping costs independent of other items.

- **Format**

- Bid should be the guaranteed maximum price on any item including pricing.
- Prices should be per full case.

- **Down Payments**

- Alvin ISD cannot pay any down payments. Full payment will be processed when the item has been received by Alvin ISD.

- **Evaluation Criteria**

- A committee selected by Alvin ISD will review and evaluate all responses and make a recommendation to the Alvin ISD Board of Trustees. Alvin ISD will base a recommendation for contract award on the following factors, in accordance with The Texas Department of Agriculture Administrative Reference Manual (ARM).

Criteria Scoring Sheet –Paper Goods				
Criteria	Scoring	Allowed Points	Points Given	Justification/Reason
Purchase Price	Overall lowest price = 65 Overall 2 nd lowest = 60 Overall 3 rd lowest = 55 Overall 4 th lowest = 50 Overall 5 th lowest = 45 Overall 6 th lowest = 40	65		
Reputation of Vendor and of the vendors goods/services based on references provided	2 Positive References = 5 1 Positive Reference = 2 0 Positive Reference = 0	5		
Extent to which the goods or services meet the needs of the district	Provides the most items – 20 Provides 2 nd most items – 15 Provides 3 rd most items – 10 Provides 4 th most items – 5	20		
Ability to deliver to 36 locations each week	Yes = 10 No = 0	10		
Percentage Totals:		100%	0	

AGREEMENT PACKET CHECKLIST:

Document Name	Party Responsible for Completing
1. ☐ Acknowledgement Receipt	Contractor – Complete & Return Required *If HUB vendor, copy of HUB Certification
2. ☐ Vendor Information page	Contractor – Complete & Return Required
3. ☐ State of Texas Bid Requirement Page	Contractor – Complete & Return Required
3a. ☐ Certification of Liability Insurance	Any services provided on AISD property must include a copy of their Certificate of Liability Insurance with Proposal Packet
4. ☐ Consultant/Contractors Certification Form	Contractor-applicable if providing a service * If not providing service indicate N/A & return form
5. ☐ Certification Regarding Debarment Form	Contractor – Complete & Return Required
6. ☐ Form W-9	Contractor – Complete & Return Required
7. ☐ Electronic Authorization Form	Contractor – Complete & Return Required
8. ☐ Hold Harmless Agreement	Contractor-applicable if providing a service * If not providing service indicate N/A & return form
9. ☐ HB 1295 Form	Contractor – See additional instructions for clarity. Complete & return with packet
10. ☐ Release of Information	Contractor – Complete & Return Required
11. ☐ Federal Purchasing & Other Requirement Forms	Contractor – Complete & Return Required
12. ☐ ARM/EDGAR Forms	Contractor – Complete & Return Required
13. ☐ USDA Lobbying Certification Form	Contractor – Complete & Return Required
14. ☐ Proposal	Contractor – Complete & Return Required
15. ☐ Disclosure of Lobbying	If applicable, visit Alvin ISD Purchasing website for form.
16. ☐ Conflict of Interest Questionnaire (Form CIQ)	If applicable, visit Alvin ISD Purchasing website for form.

Incomplete documents may result in bid disqualification.

If you have any questions, please contact Purchasing at 281-824-0567

ACKNOWLEDGE RECEIPT OF:
Request for Proposal (RFP)
#2606CN – PAPER GOODS

Your RFP may be submitted up to but no later than **2:00 P.M., THURSDAY, MAY 7, 2026**, for consideration. Submission should include one original with all necessary backup requested and a copy.

The undersigned agrees to fully comply in strict accordance with the specifications and provisions attached thereto for the amounts shown, for one (1) year beginning the date the RFP is awarded by the board. The undersigned also agrees to furnish all goods/services in accordance with the District Standardized Terms and Conditions attached hereto and included on this RFP documentation.

Date of Bid Proposal Submission: _____

Company Name _____

Signature of Representative Authorized to Sign Proposal	Signer's Name (Please Print)
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Title

Address

City	State	Zip
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Phone Number	Fax Number
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E Mail Address

VENDORS MUST RESPOND to the following questions in order for their proposal to be considered.

The State of Texas does not employ a resident preference; however, it does employ a reciprocity rule. Offerors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas. The offeror, operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a non-profit organization, () a joint venture, or () a corporation, registered for business in _____ (Country).

IS THE PRINCIPAL PLACE OF BUSINESS FOR "WHOM YOU REPRESENT" OR THE "PARENT COMPANY" OF "WHOM YOU REPRESENT" A RESIDENT OF TEXAS?

YES

NO

Address of principal place of business or parent company whom you represent (if different from above address information provided):

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VENDOR INFORMATION:

This proposal will be awarded at the next board meeting. After which time, Purchase Orders will be distributed to the various vendors. To ensure prompt processing of orders, **please indicate your mailing address to remit Purchase Orders:**

_____ Company Name		_____ Contact Person
_____ Mailing Address		
_____ City	_____ State	_____ Zip
_____ Phone Number	_____ FAX Number	_____ Email Address

Upon receipt of orders, please indicate address to remit Payment (if different from above address):

_____ Company Name		_____ Contact Person
_____ Mailing Address		
_____ City	_____ State	_____ Zip
_____ Phone Number	_____ Fax Number	_____ Email Address

Reference Page:

All vendors will submit a list of at least two (2) education-related projects that would be representative of your firm's work related to this project. References will include contact name and telephone number. **Proposals submitted without two references may be disqualified from consideration.**

Total Number of school district clients in the past three years: _____

- A. _____
District _____

Contact Name _____ Phone Number _____

E-Mail Address _____

Project Description/ Services Provided _____
- B. _____
District _____

Contact Name _____ Phone Number _____

E-Mail Address _____

Project Description/Services Provided _____

**** Pursuant of 2CFR §200.321 Are you a HUB Vendor, YES_____ NO_____. If yes, submit Certificate with this proposal packet.**

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STATE OF TEXAS BID REQUIREMENT PAGE

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Bidder certifies that the company complies with Executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

VENDOR NON-COLLUSIVE BIDDING

By submission of this bid or proposal, the Bidder certifies that:

- a) This proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor.
- c) No attempt has been or will be made to induce my other person, partnership or corporation to submit or not to submit a bid or proposal.
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the Statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) -REQUIRED-

Vendors are required to report business relationships at the time they begin contract negotiations or are solicited for bids or proposals. A vendor must disclose any business relationship with a district officer that might cause a conflict of interest. Vendors have 7 business days to file the Ethics commission's [Conflict of Interest Questionnaire \(form CIQ\)](#) or face the possibility of a Class C Misdemeanor.

- ☐ Vendor has no known Conflict of Interests with the District
- ☐ Vendor has a known Conflict of Interest and will be attaching a copy of the CIQ

FELONY CONVICTION NOTIFICATION -REQUIRED-

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History of Contractor states:

- a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
- 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.
- c) This section does not apply to a publicly-held corporation.

Please check off one box and sign the form in the appropriate space(s):

- ☐ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- ☐ My firm is neither owned nor operated by anyone who has been convicted of a felony.
- ☐ My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____

Details of Conviction(s): _____

INSURANCE REQUIREMENTS – REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY

The vendor shall carry Statutory Workmen's Compensation Insurance, Comprehensive General Liability Insurance covering premises operation and Contractor's Liability in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 each accident property damage and Automobile Liability covering all owned, non-owned, and hired vehicles in the amount of \$100,000/\$300,000 bodily injury and \$100,000 each accident property damage. Certificates of Insurance shall be delivered to the Purchasing Department before work is commenced.

Upon award of bid, the vendor shall supply purchasing proof of insurance, in the manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and station how a person may verify coverage and report lack of coverage.

The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications

Acknowledgment by Signature

Printed Name

Date

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ALVIN INDEPENDENT SCHOOL DISTRICT

CONSULTANT/CONTRACTORS CERTIFICATION FORM

Introduction:

Texas Education Code Chapter 22 and Senate Bill 9 require service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Contractors must comply with Texas Education Code, Section 22.0834, regarding the Criminal History Record Information Review of Certain Contract Employees. Before work on this contract begins, Contractors shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have direct contact with students. The contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by the Texas law, from District property or the location where students are present.

Please visit a Guide for School Contractors Section for additional information regarding Senate Bill 9.

Definitions:

Covered employees: All employees of a contractor who have or will have work duties that have been or will be performed on District property DURING THE TIME STUDENTS ARE SCHEDULED TO BE ON THE PROPERTY related to the service to be performed at the District and WILL HAVE ACCESS TO THE FACILITIES IN WHICH STUDENTS ARE IN OCCUPANCY. The District will be the final arbiter of what constitutes direct contact with students.

On behalf of _____ (Individual
Consultant or Contractor's Name of Company), I certify that the [check one]:

- ☐ A.) Individual Contractor or Contractor's employees are covered employees and have been processed through the FACT Clearinghouse as **HAVING CONTACT with students.**

AND *MANDATORY DATA FOR INQUIRY: *Date of Birth _____

*Driver's License # _____ or * State ID _____

*TxDPS SID # _____ (FACT Clearinghouse State assigned ID number)

-Or-

- ☐ B.) Individual Consultant or Contractor's employees are not covered employees as defined above and **DO NOT HAVE CONTACT with students.**

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- (1) By providing a release along with the names, Texas driver's license number and the date of birth of each any every employee, that will perform services on district property, the Contractor will make available for the District's inspection, the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification May be grounds for contract termination, and May be a violation of State Law as described in Senate Bill 9 and/or TEC 22.

By submission of this form, I am indicating that I am complying with Senate Bill 9 and Texas Education Code Section 22.0834 Criminal History Record Information Review of Certain Contract Employees.

Date: _____

Company Name (If Contractor / Company): _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Phone: _____ **Fax:** _____

E-mail Address: _____

Authorized Signature: _____

**Return Completed and Signed Contractor Certification Form with Backup and Contracted Service Contract
to:**

Alvin ISD Purchasing Department

Attn: Chandra Ryan

2200 Stapp Maxwell

Alvin, Texas 77511

Phone 281-245-3226

cdryan@alvinisd.net

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**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1.) By signing and submitting this form, the prospective lower tier participant (vendor submitting proposal) is providing the certification set out below in accordance with these instructions. 2.) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (vendor submitting proposal) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3.) The prospective lower tier participant (vendor submitting proposal) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (vendor submitting proposal) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4.) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. <https://www.federalregister.gov/articles/2010/07/19/2010-17429/nonprocurement-debarment-and-suspension> 5.) The prospective lower tier participant (vendor submitting proposal) agrees by submitting this form that, should the proposed covered transaction (contract) be entered into, it shall not knowingly enter into any lower tier covered transaction (contract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction (contract), unless authorized by the department or agency with which this transaction originated. 6.) The prospective lower tier participant (vendor submitting proposal) further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions (contract) and in all solicitations for lower tier covered transactions (contract). 7.) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (contract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List. 8.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9.) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction (contract) with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ABOVE)

(1) The prospective lower tier participant (vendor submitting proposal) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant (vendor submitting proposal) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications

Name and Title of Authorized Representative

Authorized Signature

Date (mm/dd/yyyy)

PLEASE COMPLETE AND RETURN WITH PACKET

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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
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General Instructions

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

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

What's New

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

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

Purpose of Form

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



ELECTRONIC AUTHORIZATION FORM FOR APPROVED AWARDED VENDORS

***Attach voided check or provide a bank letter
With ACH Routing number & Account information***

☐

New-Add Request

☐

Change-Existing Account Information

Alvin ISD is now going Green with their Munis Finance System. By submission of this form, we can now email copies of purchase orders to company sales representatives. We can also send electronic fund transfer directly to a checking or savings account as well as send receipt of your EFT. You have the option to do BOTH or start out with just PO emails to your company. We will also use this form for any changes to your vendor profiles. **(ALL SPACES NEED TO BE COMPLETED)**

Company Name: _____

**COMPLETE COMPANY INFORMATION IF YOU ARE REQUESTING PURCHASE ORDER SENT
ELECTRONICALLY.**

COMPANY ADDRESS	
CITY, STATE, ZIP CODE	
PRINT NAME AND TITLE	
CONTACT PHONE NUMBER	
EMAIL (PRIMARY)	
EMAIL (SECONDARY)	

*I authorize Alvin ISD to deposit my payment from Alvin ISD to my financial institution electronically. I understand that should an error occur in a payment to my account, Alvin ISD will contact me prior to reversing the payment. I further understand that the Alvin ISD will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.) I also understand cancellation of electronic payment must be submitted in writing to Alvin ISD.

**COMPLETE BANKING INFORMATION IF YOU ARE REQUESTING EFT PAYMENT (ELECTRONIC
FUNDS TRANSFER.)**

COMPANY NAME	
FEDERAL ID# OR SSN#	
BANK NAME	
BANK ROUTING NUMBER	
CHECKING ACCT.#	
SAVING ACCT. #	

I RECOGNIZE THAT IF I FAIL TO PROVIDE COMPLETE AND ACCURATE INFORMATION ON THIS AUTHORIZATION FORM, THE PROCESSING OF THE FORM MAY BE DELAYED OR THAT MY POs OR PAYMENTS MAY BE ERRONEOUSLY TRANSFERRED ELECTRONICALLY.

Authorized Signature

Date

Printed Name

Title

PLEASE COMPLETE AND RETURN WITH PACKET

ALVIN ISD

Request for Proposal (RFP)

Hold Harmless Agreement

The proposer shall defend, indemnify, and hold harmless, Alvin ISD and all its trustees, officers, agents, and employees, from and against all suits, actions, or claims of any character brought forth or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance under this contract as designated as **#2606CN – PAPER GOODS**.

The proposer shall also defend, indemnify and hold harmless, Alvin ISD and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material-man or mechanic for payment for work materials provided on behalf of the contractor in the performance of the contract and all such claimants shall look solely to contractor and not Alvin ISD for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED THIS _____ DAY OF _____, 20__.

Contractor:

Company Name

Name of Representative (Print)

Signature of Representative

PLEASE COMPLETE AND RETURN WITH PACKET

House Bill 1295

As of January 1, 2016, a new state policy was implemented that affects all proposals which are awarded by our Board of Trustees. HB1295 basically states the following...

House Bill 1295 amended the Texas Government Code by adding Section 2252.908, the Disclosure of Interested Parties. Under this Section 2252.908, (Alvin ISD) is prohibited from entering into a contract resulting from an RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after **January 1, 2018**. The changes exempt certain businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Detailed Instructions for Compliance with HB1295

VENDOR'S Responsibility for Compliance:

- 1) Go to the Ethics Commission Website using the following link to register and complete FORM 1295 - Certificate of Interest Parties Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
Proposers must complete the filing application Form 1295 **electronically** with the Texas Ethics Commission using their online filing application.

As a "business entity," all vendors must electronically complete, print, sign and submit Form 1295 with their proposals or contracts even if there are no conflicting interested parties within the district unless:

Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018:

- (1) a sponsored research contract of an institution of higher education;
 - (2) an interagency contract of a state agency or an institution of higher education;
 - (3) a contract related to health and human services if:
 - (a) the value of the contract cannot be determined at the time the contract is executed; and
 - (b) any qualified vendor is eligible for the contract;
 - (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; *
 - (5) a contract with an electric utility, as that term is defined by [Section 31.002, Utilities Code](#); * or
 - (6) a contract with a gas utility, as that term is defined by [Section 121.001, Utilities Code](#). *
- 2) Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number
 - 3) Fill out the bottom (number 6 on the form) titled "Unsworn Declaration" and sign at the bottom. This Form 1295 must be signed by an authorized agent of the business entity.
 - 4) Send a copy of the form via email to Chandra Ryan, cdryan@alvinisd.net or by fax number to Purchasing Department at 281-585-4567.

ADDITIONAL NOTATION: The Form 1295 must be completed for **every** contract entered into with Alvin ISD that will be awarded by the board.

Alvin ISD Responsibility for Compliance:

- 1) Once received, Alvin ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 **no later than the 30th day after the date the contract is approved at our board meeting.**

- 2) After Alvin ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days.
- 3) The completed Form 1295 with the certification of filing will be filed with your completed proposal or contract that was provided to the district for board award.
- 4) Upon award of the proposal, and review of all required signed documents, Purchasing will process vendor numbers to staff for issuance of purchase order.

ADDITIONAL suspended NOTATION: Failure to comply with HB 1295 will result in your vendor packet not being processed and no business can be conducted with your company until compliance has been provided by your company to Alvin ISD.

Additional Information to Help Clarify HB1295:

- Should you have questions, concerns or require additional information, please contact the Texas Ethics Commission at 512-463-5800; their office hours are from 8:00 am to 5:00 pm Monday through Friday.
- For questions submitting Form 1295 to Alvin ISD:
 - Contact Chandra Ryan at 281-245-2941, or by email at cdryan@alvinisd.net
 - You may fax your signed copy to 281-585-4567

** Alvin ISD is not required at this time to keep the original documentation; therefore, it can be scanned electronically and received by email or by fax to the Purchasing Department or submitted with proposal documentation.

** HB1295 affects all Government Entities (including public school districts) entering into contracts whereby their Board of Trustees awards the contracts. Therefore, should you enter into any other contracts with other school districts, universities, colleges, or government municipalities be prepared to complete this form for their contracts as well.

Definitions Utilized for Completing Form 1295 include:

“Interested Party” means a person:

- Who has a **controlling interest** in a business entity with whom AISD contracts; or
- Who actively participates in **facilitating the contract or negotiating the terms of the contract** with Alvin ISD, including a broker, intermediary, adviser, or attorney for the business entity

“Business Entity” means an entity:

- Who is recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.
 - This includes Non-Profit and For-Profit Organizations as a Business Entity

“Intermediary” for purposes of this rule, means a person:

- Who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - Receives compensation from the business entity for the person’s participation
 - Communicates directly with Alvin ISD on behalf of the business entity regarding the contract
 - AND is not an employee of the business entity

“Controlling Interest” means a person:

- Whereby has ownership interest or participating interest in the business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent
- Is a member on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members
- Who serves as an officer of a business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers

MUST COMPLETE 1295 FORM ONLINE & SUBMIT WITH BID PROPOSAL



FEDERAL COMPLIANCE GUIDELINES FOR THE USE OF FEDERAL FUNDS

Alvin ISD has elected to solicit pricing from Qualifying Vendors, Awarded Proposals Vendors and/or Cooperative Vendors as set forth under the requirements of the Code of Federal Regulations (CFR) Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. (2 CFR§200).

Following these federal requirements will allow for federal funds, entrusted to Alvin ISD, to be used to make purchases through the anticipated contract(s). The CFR is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. The CFR may change during the term of the contract and the supplier may be required to make adjustments as necessary.

It is necessary for the supplier to certify and agree that they, as a company, understand and comply with all applicable areas identified below and included with this attachment. Some of the areas may not be applicable to this solicitation and it is the supplier's sole responsibility to identify which areas are appropriate for the solicitation. Failure to affirm and agree to these requirements may, at Alvin ISD's discretion, disqualify the associated response to this solicitation or limit the use of the awarded contract based on the funding source.

Alvin ISD reserves the right, at any time within the contract term, to require an awarded supplier to reaffirm, sign and resubmit proper documentation stating their company is not debarred, or if any other circumstances change related to the original response.

The following terms are applicable to all solicitations:

1. **General.** Included for all solicitations regardless of type of specialty.

- 1.1 ***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 Excluded Parties List System in the System of Award Management (SAM), in accordance with the OBM 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" The Excluded Parties Listed System in SAM (sam.gov) 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. Prior to award, Alvin ISD will verify that the supplier is not currently listed as debarred by the Federal government. If the supplier is found to be on the Federal debarment list, Alvin ISD, at its sole option, may elect to not award to the supplier. If awarded, and during the contract term, the supplier becomes debarred, the supplier must notify Alvin ISD within five (5) Alvin ISD business days of the debarment. Alvin ISD, at its sole judgement, may elect to cancel the associated contract or limit the contract to non-federal funds. Such judgement will be done in writing within twenty (20) Alvin ISD business days. During this assessment period, no contract orders can be placed by Alvin ISD using federal funds.

- 1.2 ***Conflict of Interest.*** 2 CFR 200.318(c)(1) states that Alvin ISD must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contract. No employee, officer, or agent may participate in the selection, award, and administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the contract awarded to a specific supplier. The officers, employees, and agents of Alvin ISD may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, Alvin ISD may set standards for situations in which the financial interest is not substantial or the gift is an

FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS COMPLETE PAGE WITH PROPOSAL - Does vendor certify? Yes _____ Initials of Authorized Representative of Vendor
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- 1.3 unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Alvin ISD. It is the responsibility for the supplier to identify and make Alvin ISD aware of any potential conflicts of interest that exist between their company and Alvin ISD. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be cancelled based on cause.
- 1.4 **HUB Certification.** Pursuant of 2 CFR 200.321. Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) entities are encouraged to **attach a copy of the HUB Certification** when responding to this proposal invitation. This information will be included in the vendor profiles and may be used for consideration of purchase(s).
- 1.5 **Termination for Cause.** All federal contracts, in excess of \$10,000, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. As per Alvin ISD does not have a threshold, all contracts for any amount may be terminated for cause.
2. **Small Purchases (2 CFR 200.320).** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the *Simplified Acquisition Threshold (SAT)*.
- 2.1 If small purchase procedures are used, price and rate quotations must be obtained from an adequate number of qualified sources. Specifically for multiple award catalog-based or non-identifiable pricing based on a percentage off catalog, Alvin ISD may be required to submit a request for quotation from the contracted vendors for the purpose of meeting the competitive bidding requirements of this section.
3. **Large Purchases.** For individual purchases that exceed the *Simplified Acquisition Threshold*.
- 3.1 *Simplified Acquisition Threshold Contracts* for more than the Simplified Acquisition Threshold (SA) currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C. 1980, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. In any case, contracts in excess of the state's or state agency threshold must address the foregoing. Any purchase that meets or exceeds the SAT threshold will require additional cost/price analysis by Alvin ISD. The supplier may be required to provide additional documentation to support this requirement based on the federal requirements at the time of the purchase.
- 3.2 *Cost Analysis/Negotiation of Profit (2 CFR 200.323).* For contracts over the SAT, Alvin ISD must negotiate profit as a separate element of the price for each contract in which there is no price competition, including solicitations that received only one viable response. In all cases, a cost analysis is to be performed by Alvin ISD. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- 3.3 *Supplier Violation or Breach of Contract Terms.* For contract awards valued at or greater than the SAT, Alvin ISD 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. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS COMPLETE PAGE WITH PROPOSAL - Does vendor certify? Yes _____ Initials of Authorized Representative of Vendor
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4. CERTIFICATIONS REQUIRED UNDER FEDERAL CONTRACT PROVISIONS (2 CFR 200.326)

- 4.1** The following pages contain the required Contract Provisions that must be certified by the vendor of use with Federal Contracts. By initialing the following statements, you Certify your Company will hold true to these provisions for the duration of the proposal.
- 4.2** It is the responsibility for the supplier to identify and make Alvin ISD aware of any potential changes that exist between their company and Alvin ISD. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be cancelled based on the cause.

**FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS
COMPLETE PAGE WITH PROPOSAL - Does vendor certify? Yes _____ Initials of Authorized
Representative of Vendor**

USDA CERTIFICATIONS

ADDENDUM FOR CONTRACT FUNDED BY A U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Alvin Independent School District (“Alvin ISD”) 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 [REDACTED] (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:**

CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Alvin ISD or 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 Alvin ISD Policy CJ (Legal) and (Local).

Does vendor certify? YES [REDACTED] Initials of Authorized Representative of Vendor

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 ALVIN ISD expends federal funds, ALVIN 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 certify? YES [REDACTED] Initials of Authorized Representative of Vendor

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

Does vendor certify? YES [REDACTED] 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 ALVIN ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor certify? YES [REDACTED] 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 sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when ALVIN 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 certify? 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 ALVIN ISD 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 ALVIN ISD resulting from this procurement process.

Does vendor certify? 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 sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to 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 ALVIN ISD, Vendor certifies that during the term of an award for all contracts by ALVIN ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

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

Does vendor certify? 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 ALVIN ISD, Vendor certifies that during the term of an award for all contracts by ALVIN ISD resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor certify? 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 ALVIN ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by ALVIN 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:

- a) 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.
- b) 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.
- c) The undersigned shall require that the language of this certification be included in the award documents for all covered 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 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 such failure.

Does vendor certify? YES ☐ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended by Alvin ISD and their contractors, they 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 4 CFR part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level competition, where the purchase price of the items 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 Alvin ISD, as required by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §6962 (c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for the 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 certify? YES ☐ Initials of Authorized Representative of Vendor

(K) Required Affirmative Steps for Small, Minority, and Women-Owned Firms for Contracts Paid for with Federal Funds –

Pursuant to Federal Rule (K) 2 CFR §200.321 – When federal funds are expended by Alvin ISD, Vendor is required to take all affirmative steps set forth in 2 CFR§200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor certify? YES ☐ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by ALVIN ISD 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 sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor certify? YES ☐ Initials of Authorized Representative of Vendor

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 Alvin ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor will be 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, 40CFR Part 15.

Does vendor certify? YES ☐ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Alvin ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 certify? YES ☐ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

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

Does vendor certify? YES ☐ Initials of Authorized Representative of Vendor

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; or (2) fax: (833) 256-1665 or (202) 690-7442; or (3) email: Program.Intake@usda.gov

This institution is an equal opportunity provider.

Does vendor certify? YES ☐ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor certify? YES ☐ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidder must complete and submit with the bid the following affidavit:

I, the undersigned vendor does hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor certify? YES ☐ Initials of Authorized Representative of Vendor

CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS LICENSING OR REGULATIONS

Vendor certifies under penalty of perjury that with its response to this procurement, that all required applicable local, state and federal health and safety certifications, licensing or regulations, which include, but are not limited, to facility use, food establishment and authorized providers are in good standing and current.

Does vendor certify? YES ☐ Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL
GOVT. CODE 808 (HB 89) & GOVT. CODE 2252 (SB252)**

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 services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor 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 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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.

Does vendor certify? 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 certify? YES ☐ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does vendor certify? 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.

Company 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: _____

TO BE COMPLETED AND RETURNED WITH PACKET

Department of Agriculture Lobbying Certification Regarding Lobbying Form

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000.00 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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 any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the award 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 influence 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.**

(Form not included in this packet but can be accessed through Purchasing Federal Compliance Website and must be completed and submitted IF APPLICABLE).

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000.00 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of Organization

Address of Organization

Name / Title of Submitting Official

Signature

Date

**REQUIRED FORM OF UNDERSTANDING – RETURN THIS COMPLETE PAGE WITH
PROPOSAL - Does vendor certify? Yes _____ Initials of Authorized Representative**

#2606CN - PAPER GOODS SPECIFICATIONS

PROJECT CONTACTS:

- PURCHASING COORDINATOR: JEAN TUBBS 281-245-2518
- OPERATIONS COORDINATOR: JENNIFER ODOM 281-245-3095

ARE YOU ABLE TO DELIVER TO 35 LOCATIONS IN ALVIN ISD ON A WEEKLY BASIS?						
WHAT IS THE DELIVERY MINIMUM FOR A SINGLE LOCATION? CASE COUNT OR DOLLAR AMOUNT.						
LINE ITEM #	BRAND	DESCRIPTION	ESTIMATED YEARLY USAGE		PRICE	PKG SIZE
1	JANICO #1132	BOTTLE, 32OZ, CENTER NECK SPRAY BOTTLE, 28 / 400 NECK, FIT ALL STANDARD TRIGGERS, COMES WITH OUNCES / ML MEASUREMENT INDICATORS, 3.25"X3.25"X8.25", FDA APPROVED, COMPATIBLE WITH TRIGGER ON BID (LINE #102) 1 EA.	55	EACH		
2	JANICO #1003RW	TRIGGER, BOTTLE, ULTRA TRIGGER SPRAYERS FOR BOTTLES, RED / WHITE, INCLUDES 28 / 400 CLOSURE, DIP TUBE FILTERS INCLUDED, ADJUSTS FROM FINE MIST TO STEADY STREAM, 9.25" DIP TUBE INCLUDED, COMPATIBLE WITH SPRAY BOTTLE ON BID (LINE #101), 1 EA.	65	EACH		
3	AMERCARE #2699-2 LARGE	GLOVES, POLYCASE CLEAR PF CASE POLY GLOVE, LARGE, 100% LATEX FREE, TEXTURED, FOOD HANDLERS GLOVE, USDA ACCEPTED FOR FOOD USE, POWDER FREE, 0.035MM, 1000 EA. / CASE	90	CASE		
4	AMERCARE #2699-2 MEDIUM	GLOVES, POLYCASE CLEAR PF CASE POLY GLOVE, MEDIUM, 100% LATEX FREE, TEXTURED, FOOD HANDLERS GLOVE, USDA ACCEPTED FOR FOOD USE, POWDER FREE, 0.035MM, 1000 EA. / CASE	320	CASE		
5	JANICO #4050	BROOM, ANGLE, LARGE, 48" VINYL COATED METAL HANDLE, SWIVEL HOOK TIP FOR HANGING, POLY BRISTLES, 1 EA.	60	EACH		

LINE ITEM #	BRAND	DESCRIPTION	ESTIMATED YEARLY USAGE		PRICE	PKG SIZE
6	JANICO #4211	BRUSH, SCRUB, FLOOR, 10", PLASTIC BLOCK, BI-LEVEL, POLYPROPYLENE FILL, BLUE, COMPATIBLE WITH HANDLE ON BID (LINE ITEM #109), 1 EA.	10	EACH		
7	JANICO #4000	BRUSH, TOILET, POLYPROPYLENE BRISTLES, COMPATIBLE WITH TOILET BRUSH HOLDER ON BID (LINE ITEM #112), 1 EA.	10	EACH		
8	JANICO #1085	DUST PAN, LOBBY, BLACK, ALUMINUM HANDLE, UPRIGHT POSITION, OVERALL DIMENSIONS: 12"X10.5"X37", BUCKET DIMENSIONS: 10.75"X11.75"X5.75", 1 EA.	30	EACH		
9	JANICO #4160	HANDLE, 60 INCH, METAL THREADED, WOOD HANDLE, COMPATIBLE WITH DECK BRUSH ON BID (LINE ITEM #106), 1 EA.	10	EACH		
10	JANICO #3202	HANDLE, MOP, CLAW HEAD, FIBERGLASS, COMPATIBLE WITH MOP HEAD ON BID (LINE ITEM #113), 1 EA.	50	EACH		
11	UNGER #761475620024	HANDLE, HEAVY DUTY, ZINC ALLOY TIP WITH ACME UNIVERSAL SOCKETS, 1" DIAMETER, ANODIZED ALUMINUM HANDLE, HANG-UP HOLE, FLUTED FINISH, COMPATIBLE WITH SQUEEGEE ON BID (LINE ITEM #114), 1 EA.	5	EACH		
12	RUBBERMAID #FG631100WHT	HOLDER, FOR TOILET BOWL BRUSH, STAIN AND ODOR RESISTANT, PLASTIC, COMPATIBLE WITH TOILET BOWL BRUSH ON BID (LINE ITEM #107), 1 EA.	10	EACH		
13	JANICO #3041	MOP, HEAD, BLUE, BLENDED COTTON, 5" WIDE HEADBAND, LOOPED END, COMPATIBLE WITH MOP HANDLE ON BID (LINE ITEM #110), 1 EA.	400	EACH		
14	UNGER #761475624787	SQUEEGEE, FLOOR, 22", ACID RESISTANT, NON-CORRODING, NATURAL BLACK DOUBLE FOAM-RUBBER BLADE WITH ACME THREAD AND SPLASH GUARD, COMPATIBLE WITH HANDLE ON BID (LINE ITEM #111), 1 EA.	5	EACH		

LINE ITEM #	BRAND	DESCRIPTION	ESTIMATED YEARLY USAGE		PRICE	PKG SIZE
15	SPARTAN #606800	AIR FRESHENER, TROPICAL SCENT, WATER-SOLUBLE, CONTROL AND ELIMINATE UNPLEASANT ODORS, 12 / 16 OZ. / CASE	10	EACH		
16	SCOTCH-BRITE POWER PAD 2000	PADS, POWER PAD, 5.5"X3.9", BOW-TIE SHAPE FOR EASE OF HANDLING, HACCP INTERNATIONAL CERTIFIED AS "FOOD SAFE", 60 EA. / CASE	10	CASE		
17	SCOTCH-BRITE POWER SPONGE 3000	PADS, POWER PAD COMBINED WITH A SPONGE, ANTIMICROBIAL PROTECTION LOCKED-IN TO RESIST ODORS IN THE SPONGE, 2.8" X4.5"X 0.6", BOW-TIE SHAPE FOR EASE OF HANDLING, 20 EA. / CASE	30	CASE		
18	SCOTCH-BRITE GENERAL PURPOSE SCOUR PAD 96	PADS, SCOURING, MEDIUM DUTY, DISHWASHER SAFE, USED FOR COMMERCIAL KITCHEN CLEANING, 9"X6", DARK GREEN, HACCP INTERNATIONAL CERTIFIED AS "FOOD SAFE", 60 EA. / CASE	90	CASE		
19	DART #12J12	CUP, 12OZ, STYROFOAM, COMPATIBLE WITH DART LIDS, 1000 EA. / CASE	35	CASE		
20	DART #12UL	LID, 12OZ, FOR STYROFOAM CUP, SIP THROUGH, COMPATIBLE WITH DART 12 OZ. STYROFOAM CUPS, 1000 EA. / CASE	15	CASE		
21	DART #10FTL	LID, 10 OZ., FOR STYROFOAM CUP, LIFE AND LOCK, COMPATIBLE WITH DART 10 OZ. STYROFOAM CUPS, 1000 EA. / CASE	5	CASE		
22	DART #8FTL	LID, 8 OZ., FOR STYROFOAM CUP, LIFT AND LOCK, COMPATIBLE WITH DART 8 OZ. STYROFOAM CUPS, 1000 EA. / CASE	10	CASE		
23	DART #8UL	LID, 8 OZ., FOR STYROFOAM CUP, SIP THROUGH, COMPATIBLE WITH DART 8 OZ. STYROFOAM CUPS, 1000 EA. / CASE	12	CASE		

LINE ITEM #	BRAND	DESCRIPTION	ESTIMATED YEARLY USAGE		PRICE	PKG SIZE
24	PACTIV #YTH1-0500-SGBX	TRAY, 5 COMPARTMENT, FOAM, 10.25" X 8.25" X 1.125", TEMPERATURE RANG 0-150 DEGREES F, 500 EA. / CASE	3400	CASE		
25	BERRY #SFR13TOFFC	LINERS, TRASH, 13 GALLON, PLASTIC, STRETCH FIT, 23" X 32", 0.6 MILS, 1000 EA. / CASE, 500EA/CASE	50	CASE		
26	BERRY #SFR32ROUNDC	LINERS, TRASH, 32 GALLON, PLASTIC, STRETCH FIT, HEAVY WEIGHT, 0.95 MILS, 33" WIDE BY 44" LONG, NET POLY WEIGHT OF BAGS MUST WEIGH 13.7 POUNDS OR MORE NOT INCLUDING ANY PACKAGING, 100% VIRGIN HIGHER -ALPHA OLEFIN - LOW DENSITY POLYETHYLENE, 150 EA. / CASE	20	CASE		
27	BERRY #SFR44ROUNDRB	LINERS, TRASH, 44 GALLON, PLASTIC, STRETCH FIT, HEAVY WEIGHT, 1.1 MILS, 35.5" WIDE BY 50" LONG, NET POLY WEIGHT OF BAGS MUST WEIGH 12.9 POUNDS OR MORE NOT INCLUDING ANY PACKAGING, 100% VIRGIN HIGHER-ALPHA OLEFIN-LOW DENSITY POLYETHYLENE, 100 EA. / CASE	620	CASE		
28	BERRY #SFR55ROUNDW	LINERS, TRASH, 55 GALLON, PLASTIC, STRETCH FIT, HEAVY WEIGHT, 1.3 MILS, 39.5" WIDE BY 55" LONG, NET POLY WEIGHT OF BAGS MUST WEIGH 18.8 POUNDS OR MORE NOT INCLUDING ANY PACKAGING, 100% VIRGIN HIGHER-ALPHA OLEFIN-LOW DENSITY POLYETHYLENE, 100 EA. / CASE	2300	CASE		
29	REDDINAP #45946	NAPKINS, INTERFOLD, 1-PLY, DESIGNED FOR ON-AT-A-TIME DISPENSING, 24 / 250 EA. PACKETS	800	CASE		
30	COMPACT #19375	PAPER, TOILET, COMPACT, CORELESS, 2-PLY, RECYCLED, COMPATIBLE WITH COMPACT CORELESS TOILET PAPER DISPENSING SYSTEMS, HIGH CAPACITY ROLLS, MEETS GREEN SEAL STANDARD, USDA CERTIFIED BIOBASED PRODUCT, SUSTAINABLE FORESTRY INITIATIVE CERTIFIED, 36 EA. / CASE	100	CASE		

LINE ITEM #	BRAND	DESCRIPTION	ESTIMATED YEARLY USAGE		PRICE	PKG SIZE
31	SOFPULL #26480	PAPER, TOWELS, SOFPULL, 7.87" WIDTH, 1,000 LINEAR FEET LENGTH, 1-PLY, PLUGGED CORE DESIGNED TO WORK WITH THE SOFPULL MECHANICAL TOUCHLESS TOWEL DISPENSERS 59316 59489 59499, CONTAINS AT LEAST 50% POST-CONSUMER RECYCLED FIBER, MEETS GREEN SEAL STANDARD, USDA CERTIFIED BIOBASED PRODUCT, SUSTAINABLE FORESTRY INITIATIVE CERTIFIED, BROWN, 6 EA. / CASE	40	CASE		
32	PACIFIC BLUE #26495	PAPER, TOWELS, PACIFIC BLUE ULTRA, 8", HIGH CAPACITY, CONTAINS AT LEAST 50% POST-CONSUMER RECYCLED FIBER, MEETS GREEN SEAL STANDARD, SUSTAINABLE FORESTRY INITIATIVE CERTIFIED, BROWN, 1150 FEET PER ROLL, FITS AUTOMATED PACIFIC BLUE ULTRA TOWEL DISPENSERS, 6 ROLLS / CASE	75	CASE		
33	VICTORIA BAY #VBWP1241	TOWELS, VICTORIA BAY FOODSERVICE WIPE 11.8"X23.6", 200 EA. / CASE	1400	CASE		
34	ELKAY PLASTICS #F20406	BAGS, RECLOSABLE, CLEAR, 4"X6", 2MIL, MEETS FDA REQUIREMENTS FOR USE IN FOOD APPLICATIONS, SINGLE TRACK, 1000 EA. / CASE	110	CASE		
35	EMPRESS PRODUCTS #EFT50	TRAY, PAPER, DISPOSABLE, RED AND WHITE PLAID PATTERN, ANGLE SIDE WALLS FOR EASY STORAGE, LEAK-RESISTANT, CLAY COATED SURFACE, 1/2 POUND SIZE, 1000 EA. / CASE	800	CASE		
36	EMPRESS PRODUCTS #EFT100	TRAY, PAPER, DISPOSABLE, RED AND WHITE PLAID PATTERN, ANGLE SIDE WALLS FOR EASY STORAGE, LEAK-RESISTANT, CLAY COATED SURFACE, 1 POUND SIZE, 1000 EA. / CASE	450	CASE		
37	EMPRESS PRODUCTS #EFT200	TRAY, PAPER, DISPOSABLE, RED AND WHITE PLAID PATTERN, ANGLE SIDE WALLS FOR EASY STORAGE, LEAK-RESISTANT, CLAY COATED SURFACE, 2 POUND SIZE, 1000 EA. / CASE	500	CASE		

LINE ITEM #	BRAND	DESCRIPTION	ESTIMATED YEARLY USAGE		PRICE	PKG SIZE
38	EMPRESS PRODUCTS #EFT300	TRAY, PAPER, DISPOSABLE, RED AND WHITE PLAID PATTERN, ANGLE SIDE WALLS FOR EASY STORAGE, LEAK- RESISTANT, CLAY COATED SURFACE, 3 POUND SIZE, 500 EA. / CASE	600	CASE		
39	EMPRESS PRODUCTS #EFT500	TRAY, PAPER, DISPOSABLE, RED AND WHITE PLAID PATTERN, ANGLE SIDE WALLS FOR EASY STORAGE, LEAK- RESISTANT, CLAY COATED SURFACE, 5 POUND SIZE, 500 EA. / CASE	700	CASE		
40	SPECIALTY QUALITY PACKAGING #8114	TRAY, PAPER, DISPOSABLE, RED AND WHITE PLAID PATTERN, 7X3.25X1.5, 1000 EA. / CASE	90	CASE		
41	DIXIE ULTRA #GP54026	DISPENSER, WIPE DISPENSER FOR GOOD SERVICE 2/CASE	35	CASE		
42	DIXIE ULTRA #GP29710	WIPES, ROLLS FOR USE IN WIPE DISPENSER 6 ROLLS/CASE	100	CASE		
43	DART 6JL	LID, WHITE VENTED LID	30	CASE		
44	SALT AND PEPPER PLASTIC UTENSIL #302F- A1	CUTLERY KIT, 5 PIECE PP WHITE MEDIUM WITH 13X17 NAPKIN, FORK, SALT,PEPPER, SPOON	50	CASE		
45	WINCO SKU# PH8B MFR# PH-8	POTHOLDER, 8X8 INCH TERRY CLOTH GREEN SQUARE FIRE RETARDANT 12 / DOZEN	50	CASE		

****All items will be quoted FOB AISD. Please include shipping in each item on each line item quoted. Items may not be purchased all at once, so do not include shipping discounts for bulk purchasing. ****