FRISCO ISD

FRISCO ISD BID # _____

Please note, YOU MUST SIGN PAGE 20 to certify you will comply, as applicable, with state and federal laws and local policies that Frisco ISD must follow when purchasing goods and/or services. If this document is not signed your organization will be disqualified from further consideration.

This document contains general information about serving as a Frisco ISD vendor and statements of applicable state and federal laws. All statements may not apply to your organization; however, entities must be aware of the information included here.

ITEM #1: VENDOR INFORMATION

1. **NAME AND EMAIL ADDRESS OF PREPARER.** By submitting this response, you agree you are an authorized agent of the firm you are representing and are permitted and authorized to perform such duties as assigned by a principle or act on behalf of the firm's principle(s). Please enter the full name of the person completing this proposal. Please print:

   Name of firm: _____
   Name of preparer: _____
   Email of preparer: _____

2. **SECOND POINT OF CONTACT**. Provide the name and contact information for a second person Frisco ISD can contact about this response if the preparer is not available.

   Second contact name: _____
   Second contact email: _____

3. **TAX IDENTIFICATION.** Please provide your company's tax ID number as shown on your W-9. (EIN, TIN, or SSN)

   _____
   _____

4. **LOCATIONS.** If your firm has more than one location, please indicate all locations which will be covered under the terms and conditions of this bid and be bound by the discount offered, if any.

   _____
   _____

Is your principal place of business in Texas, including any Company whose ultimate parent company or majority owner has its principal place of business in this state? (TGC 2252.001; LGC 271.0275; TEC44.031(b-1))

YES _____ NO _____

5. **MAIN CONTACT/LOCAL REPRESENTATIVE NAME.** Please provide the name of the main contact/local representative.

_____

_____

6. **MAIN CONTACT/LOCAL REPRESENTATIVE TITLE.** Please provide the title of the main contact/local representative.

_____

7. **MAIN CONTACT/LOCAL REPRESENTATIVE EMAIL**. Please provide the email address for the main contact/local representative.

_____

8. **MAIN CONTACT/LOCAL REPRESENTATIVE PHONE.** Please provide the phone number for the main contact/local representative.

_____

9. **PURCHASE ORDER ACCEPTANCE/EMAIL ADDRESS.**

_____

10. **INVOICING CONTACT NAME AND TITLE.** Please provide the name and title of the invoicing contact person

_____

11. **INVOICING CONTACT EMAIL.** Please provide the Email Address of the invoicing contact person.

_____

12. **INVOICING CONTACT PHONE.** Please provide the phone number of the invoicing contact person.

_____

13. **COMPANY WEBSITE:** _____

14. **PAYMENT OPTIONS.** Vendor Direct Deposit (Payment by ACH) is Frisco ISD'S preferred method for delivery of payment for services rendered and/or goods purchased. The FDIC no longer requires a testing period for any existing banks. Each vendor will be required to provide an email address for the receipt notification of the direct deposit. The notification will have a voucher attached reflecting the amount of payment and date of deposit. (Deposits are posted only on Friday's only.) This information will be kept confidential and only used for FISD Vendor Payments. Please select your preferred method of payment. ***Please note, if selecting Direct Deposit, a voided check or letter from your financial institution is required to be attached to the proposal.**

DIRECT DEPOSIT: _____ CHECK: _____

15. **REMIT INFORMATION, COMPANY NAME AND ADDRESS.** Please provide the company name and address to be used for payments.

16. **REMIT INFORMATION PHONE.** Please provide a phone number to call regarding payments. (At the location where payments are sent).

17. **SHIPPING POLICY AND CHARGES.** What is your shipping procedure and policy? If you will not charge for shipping or if it is factored into your listed price for items, please indicate by entering "N/A".

18. **MINIMUM ORDER REQUIREMENTS.** If you have a minimum order requirement, please state the specifics. If none, please enter N/A.

19. **RETURNS.** Please provide policy and procedures for returns. If returns are not accepted, please state "NO RETURNS". If returns are not applicable to your business, indicate by entering N/A.

20. **EXCHANGES.** Please provide policy and procedures for exchanges. If exchanges are not accepted, please state "NO EXCHANGES". If exchanges are not applicable to your business, indicate by entering N/A.

21. **OTHER SERVICES OFFERED.** Please list any other services that your company offers.

22. **INTERLOCAL COOPERATIVE AGREEMENT.** Frisco ISD participates in governmental entities purchasing cooperatives in the State of Texas. Members of these purchasing cooperatives can leverage a Frisco ISD solicitation to make purchases that are compliant with Federal and State purchasing law. Should these governmental entities decide to leverage this procurement to make purchases the terms, conditions, specifications and pricing would apply. You must state that you do not want your company to be made available as a vendor via state and local government purchasing cooperatives below, if you wish to OPT OUT.

    My organization does not want Frisco ISD to share this response with any Texas or national purchasing cooperatives that FISD is a member of. (Please initial) _____

ITEM #2: FRISCO ISD STANDARD TERMS & CONDITIONS

DO NOT provide goods and/or services to Frisco ISD if you do not have a Frisco ISD purchase order (PO). A PO and the Attributes, Certifications and Terms & Conditions included below constitute the entirety of a vendor's purchasing contract with Frisco ISD.

The terms below govern all procurements associated with the specific RFP to which your organization applied: No pre-established terms on an order acknowledgement, invoice, or other form shall have any force or effect. No modifications to Frisco ISD's terms & conditions is permitted unless first approved in writing from Frisco ISD.

I. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order number (c) Container number and total number of containers, e.g. box 1 of 3 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

II. **Shipment Under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

III. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer receives and takes possession of the goods at the point or points of delivery.

IV. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposal or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

V. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

VI. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."

VII. **Invoices & Payments:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.

Mail invoices to Frisco I.S.D.
Accounts Payable Department 5515 Ohio Drive
Frisco, TX 75035

OR

Email to: acct_payable@friscoisd.org

Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. Do not include Federal Excise, State, or City Sales Tax. School District shall furnish a tax exemption certificate, if required.

VIII. Gratuities: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, or any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the performing of such a contract. In the Event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

IX. Funding Out Clause: Frisco Independent School District only commit current revenue per Local Government Code 271.903. Should funding become unavailable for this product or service, any contract or agreement for further cost or obligation will automatically terminate.

X. Warranty Price: The price to be paid by the Buyer shall be that contained in Seller's proposal. In the event Seller breaches this warranty, Buyer may cancel this contract with liability to Seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XI. Safety Warranty: Goods and services provided shall comply with current state, federal and local environmental, health and safety codes and standards. Products deemed hazardous by the Consumer Product Safety Commission (CPSC), Environmental Protection Agency (EPA), and the Texas Department of Health (TDH) shall not be provided to the district unless otherwise pre-approved in writing by FISD. Products forbidden include but are not limited to, such products as: asbestos building materials, lead based products and PCB containing equipment. All shipped goods are the responsibility of the seller while in their possession including all Department of Transportation (DOT) and other logistically regulated products. In the event the product does not conform to these above standards, the buyer may return the product for correction or replacement at the seller's expense. In the event the seller fails to make the appropriate correction within thirty (30) days, correction made by the buyer will be at the seller's expense.

XII. Cancellation: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

XIII. Termination: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work thereunder shall be affected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause XV, herein.

XIV. Termination of Contract; Survival: This Contract shall remain in effect until: (1) the Contract expires by its terms; (2) the Contract is terminated by a party with proper notice given pursuant to the terms of the Contract; or (3) the Contract is terminated by mutual consent of the District and Vendor. All supplemental Contracts or purchase orders for goods or services issued by Frisco ISD and accepted by the Vendor shall survive the expiration or termination of this Contract. During the term of any supplemental Contract entered into between a Vendor and Frisco ISD, all terms of this Contract shall continue to apply to the Supplemental Contract.

XV. Software Maintenance: Maintenance, support, hosting, and other services associated with software purchased pursuant to a Frisco ISD solicitation or one pursuant to a purchasing cooperative that Frisco ISD is a member of may be renewed on an annual basis indefinitely, at the District's sole discretion, subject to appropriation of sufficient funding and any necessary approvals by Frisco ISD's administration and Board of Trustees.

XVI. Force Majeure: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

XVII. Assignment Delegation: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

XVIII. Waiver: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

XIX. Modifications: This contract can be modified or rescinded only by a writing signed by both parties

to the contract or their duly authorized agents.

XX. Interpretation Parole Evidence: This writing is intended by Frisco ISD as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between Frisco ISD and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the code is to control.

XXI. Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Wherever the Term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas effective and in force on the date of this agreement.

XXII. Advertising: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

XXIII. Late Proposals: Proposal or withdrawals thereof received after the time set for opening will not be considered.

XXIV. Withdrawal of Sealed Proposals: Proposals may be withdrawn prior to the time of proposal opening by written notice only.

XXV. Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of his/her business intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

XXVI. Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Collin County, Texas.

XXVII. Prohibition Against Personal Interest in Contracts: Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision or any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if most of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government code, Chapter 171.

XXVIII. Conflict of Interest: It is the vendor’s responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted with the vendor’s proposal: http://www.ethics.state.tx.us/forms/CIQ.pdf

XXIX. Personnel Requirements: All contractor personnel shall be clean in appearance and in uniform for easy identification if on Frisco ISD premises. The Contractor must provide Photo ID cards and name tags for each employee working on FISD’s properties. These ID badges must always be

worn and visible. See Job Site Code of Conduct document.

ITEM #3: GENERAL PURCHASING INFORMATION & STATE OF TEXAS CERTIFICATIONS

1. **STATE & FEDERAL LAWS AND LOCAL POLICIES AND PROCEDURES.** Respondents **MUST** familiarize themselves with applicable state and federal purchasing laws and local policies and procedures before contracting with Frisco ISD. More information on applicable laws and policies and procedures is available on Frisco ISD's purchasing home page. All services furnished through a contract resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes, and regulations, and Frisco ISD Board of Trustees Policies BBFA (LEGAL) and BBFA (LOCAL) regarding Board member conflicts of interest.

2. **CONFIDENTIALITY.** The vendor and FISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. The parties understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agrees to abide by FERPA rules and regulations, as applicable.

3. **SAFETY.** The safety of Frisco ISD students, staff, and facilities is of utmost importance to the District. Vendors must comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations when providing goods and/or services to Frisco ISD. When more than one safety regulation governs a situation, the most restrictive requirement applies.

4. **W-9.** To receive payment under this contract, the vendor (approved) shall have a current I.R.S Tax Identification Number and W-9 Form on file with Frisco ISD Purchasing Department. A signed, current and accurate W-9 form must be submitted to Frisco ISD. A W-9 three years old or more will not be accepted.

5. **CREDIT MEMOS.** Frisco ISD expects the Respondent's representative and/or customer service department to be responsible in securing credit memos, as may be needed, for any miscellaneous problems that may occur during the length of this contract such as overpriced items, shipping charges, etc.

6. **PACKAGING/CONDITION.** Unless otherwise indicated, products will be new, unused and in excellent condition and delivered in containers suitable for damage-free shipment and storage. Frisco ISD will not accept inferior goods (including "factory seconds") and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense. If your organization provides refurbished products, it must be clearly stated in your response to the Frisco ISD RFP.

7. **VENDOR FINANCIAL RISK ASSESSMENT.** For select purchases above the simplified acquisition threshold of $50,000 Frisco ISD reserves the right to request financial statements or other documents to identify and evaluate a potential supplier's financial stability and ability to meet contractual obligations. Vendors should have adequate financial resources (or the ability to attain such resources) to comply with requirements stated in an FISD solicitation. Frisco ISD defines a responsible vendor as a qualified and established firm regularly providing the products and/or services requested by an FISD solicitation that has an adequate number of trained staff to fulfill purchases made through a purchase order within a specified time. Organizations having a history of inconsistent service and unreliability are not responsible vendors.

8. **WARRANTIES, LIMITATION OF WARRANTY, MANUFACTURER GURANTEES.** Warranties

and/or maintenance agreements pertaining to goods and/or services purchased by Frisco ISD must be noted in an entity's response to an RFP. The Vendor shall provide all warranty and/or company guarantee documents to Frisco ISD upon delivering and/or installing equipment. Goods and services under warranty must be replaced of fully repaired to the satisfaction of Frisco ISD before any pending payment is made. The entity shall not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. A manufacturer's written guarantee shall be provided to Frisco ISD and the District reserves the right to have an item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specification.

9. **PRODUCT RECALLS.** Vendors are required to have, and follow, written product recall procedures, which includes a primary and secondary point of contact. If a product recall is issued on products provided to Frisco ISD, the entity must immediately notify Frisco ISD's designated contact by e-mail or in writing and must include all pertinent information about the recall. VA vendor may be responsible for costs associated with replacing recalled products, including replacement cost, shipping charges, etc.

10. **ENDORSEMENTS.** Selection as an FISD-qualified vendor must not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of Frisco ISD and is not an employee, agent, joint venture, or partner of the Frisco ISD, and nothing in this solicitation shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture, or partner between the Frisco ISD and the vendor or any vendor's agent. Vendor agrees that Frisco ISD has no responsibility for any conduct of the vendor's employees, agents, representatives, contractors, or subcontractors.

11. **CRIMINAL HISTORY BACKGROUND CHECK COMPLIANCE — TEC § 22.0834.** As amended by Senate Bill 571 (89th Texas Legislature, effective June 20, 2025), Texas Education Code § 22.0834 and Chapter 22A require a fingerprint-based national criminal history record information ("CHRI") review, processed through the Texas Department of Public Safety (DPS) Criminal History Clearinghouse, for any employee, agent, or subcontractor representative of vendor who will have both continuing duties under a contract with Frisco ISD and direct contact with FISD students. Vendors designated as Qualified School Contractors (QSCs) under Texas Government Code § 411.12505 shall conduct these reviews and maintain documentation; all other vendors shall coordinate fingerprinting through Frisco ISD. No covered person may provide services on FISD property if convicted of a felony or misdemeanor that would disqualify employment under TEC § 22A.157(a) (formerly § 22.085(a)) or if listed on the TEA Do Not Hire Registry, and vendor shall immediately remove any such individual from all FISD work and notify the District in writing. Vendor must contractually require all subcontractors to comply with TEC § 22.0834 and TEC Chapter 22A, and must complete, notarize, and return the FISD Vendor Pre-Service Affidavit — Vendor Certification & Signature Form before any covered personnel begin work. In addition, the vendor is required to disclose criminal history. (TEC § 44.034) Vendor shall ensure each covered person executes an individual pre-service affidavit disclosing prior misconduct as required by TEC § 22A.055 and shall make these individual affidavits available to the District upon request. A vendor's failure to comply with this section constitutes substantial failure. The respondent's signature below certifies that it will comply.

12. **PROHIBITED ITEMS ON FISD PROPERTY.** Possession of firearms, alcohol, illegal drugs, and unauthorized controlled substances—including in vehicles—is strictly prohibited on any property owned, leased, or operated by Frisco ISD. The use of tobacco products, electronic cigarettes, and vaping devices is not permitted on Frisco ISD property. Vendor personnel must comply with all FISD safety, conduct, and access policies while on District premises and shall be subject to immediate

removal for violation. The respondent's signature below certifies that it will comply.

13. **CERTIFICATE OF INTERESTED PARTIES.** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

    a. Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
    b. Has a value of at least $1 million, or
    c. Is for services that would require a person to register as a lobbyist under Chapter 305 of the government Code. Gov't Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a).

    The disclosure requirement applies to a contract entered on or after January 1, 2016. A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

    a. The governing body has legal authority to delegate to its staff the authority to execute the contract.
    b. The governing body has delegated to its staff the authority to execute the contract; and
    c. The governing body does not participate in the selection of the business entity with which the contract is entered. 1 T.A.C. § 46.1(c).

    The respondent's signature certifies that it will provide a Form 1295, if requested.

14. **NON-COLLUSIVE BIDDING CERTIFICATE.** By submission of response, the respondent certifies that: a) This offer, bid, quote or proposal has been independently arrived at without collusion with any other competitor. b) This offer, bid, quote or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to signing a contract for this project, to any competitor c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit an offer, bid, quote or proposal; d) The person signing any contract must certify that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the entity, as well as to the person signing on its behalf. Any violation of this may result in a decision to no longer contract with an FISD-approved vendor.

15. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with Frisco ISD, shall, before any vote or decision or any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if most of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's

Texas Codes Annotated, Local Government code, Chapter 171. The respondent certifies by signing below that it will comply with this requirement.

16. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES.** Sec. 2252.151. In this subchapter: "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2245. (4) "Governmental entity" has the meaning to be assigned by Section 2252.001. Sec 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A Governmental entity may not enter into a Governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153 LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies to a contract or purchase for which a Governmental Entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. The respondent certifies by signing below that it is not an entity engaged in business with Iran, Sudan, or foreign terrorist organizations.

17. **NOT BOYCOTT ISRAEL.** Under the provisions of Subtitle F, Title 10, Government Code Chapter 2271.002, Vendor confirms that my company: 1. Does not boycott Israel currently; and 2. Will not boycott Israel during the term of any contract with Frisco ISD. Pursuant to Section 2271.001, Texas Government Code: (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. The respondent's signature below certifies that it does not boycott Israel.

18. **PROHIBITED TRANSACTIONS WITH PROVIDERS OR AFFILIATES.** Under the provisions of Subtitle F, Title 10, Government Code CHAPTER 2272. PROHIBITED TRANSACTIONS Sec.2272.001 relating to prohibiting certain transactions between a governmental entity and an abortion provider or affiliate of the provider. Company is not an abortion provider or affiliate of a provider. "Abortion provider" means: (A) a facility licensed under Chapter 245, Health and Safety Code; or (B) an ambulatory surgical center licensed under Chapter 243, Health and Safety Code, that is used to perform more than 50 abortions in any 12-month period. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates: (A) common ownership, management, or control between Frisco ISD to the relationship; (B) a franchise granted by the person or entity to the affiliate; or (C) the granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark. By signing below, the respondent certifies that it is not an abortion provider or an affiliate.

19. **FIREARM ENTITY/TRADE ASSOCIATION NONDISCRIMINATION.** If vendor is not a sole proprietorship, has ten (10) or more employees, and the value of vendor's bid or proposal has a value of $100,000 or more, vendor certifies by submitting vendor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the District, unless excepted from that law. The respondent certifies by signing below that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

20. **ENERGY COMPANY BOYCOTT.** As required by Texas Government Code Ann. Chapter 2274, if the vendor has ten (10) or more employees, is not a sole proprietorship, and if the value of the Vendor's bid or proposal has a value of $100,000 or more, vendor certifies by signature below that it does not boycott energy companies and will not during the term of any contract with the District, unless excepted by that law.

21. **HUMAN SEXUALITY INSTRUCTIONAL MATERIALS**. For any agreement entered into for the purchase of copyrighted materials used for human sexuality instruction, the respondent certifies to allow an FISD parent or guardian to purchase a copy of the materials from the publisher at a price that does not exceed the price per unit paid by the District by signature below.

22. **INFRASTRUCTURE CONTRACTS WITH CITIZENS OF CHINA, IRAN, NORTH KOREA, RUSSIA OTHER DESIGNATED COUNTRIES.** Per SB 2116 of the Texas 87th(R) Legislative Session, Frisco ISD must not contract with countries for work related to critical infrastructure (including cybersecurity) that are owned by citizens of China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure, or by companies owned by citizens headquartered in China, Iran, North Korea, Russia, or any other country designated by the governor as a threat to critical infrastructure. By signing below, the respondent certifies it is not owned by a citizen(s) of or is not headquartered in China, Iran, North Korea, Russia, or other country designated as a threat to infrastructure by the Texas Governor.

23. **DRUG-FREE, ALCOHOL AND TOBACCO-FREE WORKPLACE**. Frisco ISD is committed to an alcohol-and drug-free environment. Use of tobacco, alcohol and illegal drugs in the workplace or at school-related or school-sanctioned activities on or off school property is not tolerated (41 U.S.C. 702). Compliance for Frisco ISD staff is mandatory and is a condition of employment. Employees who use tobacco or are under the influence of alcohol or illegal drugs during work hours are subject to disciplinary sanctions up to and including termination of employment. Frisco ISD vendors certify to adhere to District policies about drug-, alcohol- and tobacco-free schools and offices. Vendors should consult the Drug-Free Workplace Act (1988) and Texas Workforce Commission's Drug-Free Workplace Policy to determine if they must implement a Drug-Free Workplace program.

24. **THE TEXAS PUBLIC INFORMATION ACT (PIA)** governs a person's right to request access to information of governmental bodies and outlines the rights, obligations, and procedures of both government entities, including ISDs, and information requestors. Individuals are entitled to complete information about the affairs of school districts and the official acts of public officials and employees. The PIA requires government entities to disclose requested information requested unless otherwise expressly provided by law. The PIA must be liberally construed in favor of granting information. (See TGC 552.001(a), (b)). Purchasing information is defined as public information subject to the PIA. Individuals requesting information under the PIA will have access to your application to this solicitation. To submit a request, go to the Public Information Requests on the Frisco ISD website.

25. **RECYCLING AND PURCHASE OF RECYCLED MATERIALS.** As required by 30 TAC 328.202, Frisco ISD has established a program for the separation and collection of all recycled materials generated by the entity's operations and provides staff procedures for collecting and storing recyclable materials, containers for recyclable materials and procedures for making contractual or other arrangements with buyers of recycled materials. FISD is committed to a continuous improvement process for its recycling programs. The District has information and incentive programs to encourage maximum employee participation. Items purchased by Frisco ISD will be recycled to the extent possible.

26. **TEXAS FAMILY CODE.** Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court- supervised effort to improve earnings and child support payments. If the entity proposing is an individual or the sole proprietor of the proposing business, is not ineligible under Section 231.006 of the Texas Family Code to receive the payments of State funds.

27. **PROHIBITION ON DIVERSITY, EQUITY, AND INCLUSION (DEI) DUTIES AND PROHIBITED INSTRUCTION — TEC §§ 11.005 AND 28.0022.** As added and amended by Senate Bill 12 (89th Texas Legislature, effective September 1, 2025), Texas Education Code § 11.005 requires Frisco ISD to prohibit its employees, vendors, service providers, and volunteers from engaging in diversity, equity, and inclusion (DEI) duties at, for, or on behalf of the District, except as required by state or federal law. DEI duties include influencing hiring or employment decisions based on race, sex, color, or ethnicity; promoting differential treatment or special benefits on those bases; developing or implementing policies, procedures, trainings, programs, or activities that reference race, color, ethnicity, gender identity, or sexual orientation; and compelling, requiring, inducing, or soliciting a DEI statement or giving preference based on one. Vendor, including its employees and subcontractors, shall not intentionally or knowingly engage in, or assign to another person, DEI duties or any instruction, guidance, activities, or programming prohibited by TEC § 28.0022 while performing work for Frisco ISD. In accordance with FISD Board Policies CJ (LEGAL), CJ (LOCAL), BT (LEGAL), and EMB (LEGAL), a violation will result in termination of the vendor's agreement with the District. The vendor will receive written notice of the violation and an opportunity to appeal the termination, consistent with the due process the District provides for other disciplinary actions. This section fulfills the District's obligation to provide vendors an electronic copy of the policies and procedures required by TEC §§ 11.005 and 28.0022. Copies of the referenced Board Policies are available in the FISD Board Policy Manual online and at the Central Administration Office. The respondent's signature below certifies that it will comply.

ITEM #4: REQUIRED QUALIFICATION PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS 2 CFR PART 200 AND APPENDIX II

The following provisions are required and apply when federal funds are expended by Frisco Independent School District. In these instances, Frisco ISD is the sub grantee or subrecipient. In addition to other provisions required by the Federal Agency or Non- Federal entity, all contracts made by Frisco ISD under the Federal Award must contain provisions covering the following as applicable:

1. **DEBARMENT AND SUSPENSION CERTIFICATION.** 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 Law, when federal funds are expended by FISD, FISD requires that the proposer certifies that during the term of an award by FISD resulting from this procurement process the vendor will comply. The respondent's signature below certifies it is not suspended or debarred.

2. **TERMINATION FOR CAUSE AND FOR CONVENIENCE BY THE GRANTEE OR SUBGRANTEE (ALL CONTRACTS IN EXCESS OF $10,000).** All contracts in excess of $10,000 must address the non-Federal entity including how it will be affected and the basis for settlement. Pursuant to Federal Rule above, when federal funds are expended by FISD, FISD reserves the right to terminate any agreement more than $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. FISD reserves the right to terminate any agreement more than $10,000 resulting from this procurement process for convenience with 30 days' notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for the convenience of the FISD. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District. By signing below, the respondent accepts this requirement.

3. **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 tear up to the non-Federal award. Pursuant to Federal Rule (I) above, when federal funds are expended Frisco ISD, the vendor certifies that during the term and after the agreed term of qualification by Frisco 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 exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

4. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334.** When federal funds are expended by Frisco ISD for any qualification resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. By signing below, the vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. The respondent certifies by signing below that it will comply.

5. **CONFLICT OF INTEREST.** 2 CFR 200.318(c)(1) states that the District must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or 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 the District may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, the District may set standards for situations in which the financial interest is not substantial, or the gift is an 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 the District. It is the responsibility of the supplier to identify and make the district aware of any potential conflicts of interest that exist between their company and the District. 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 canceled based on cause. By signing below, the respondent certifies that it will comply.

6. **NON-COLLUSION STATEMENT.** The respondent certifies by signature below under penalty of perjury that its responses to this procurement solicitation are 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.

7. **DOMESTIC PREFERENCES.** 2 CFR 200.322 states that, as appropriate and to the extent consistent with law, the District should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work products under this award. When Federal funds are expended by Frisco ISD domestic preference for procurements requirements will apply. By signing below, the respondent certifies it will comply.

8. **IMPORTED BEEF PROHIBITION** (TX Agriculture Code 150.012). Texas Agriculture Code Section 150.012 prohibits the purchase of beef imported from outside the United States

9. **AGRICULTURAL PRODUCTS.** Frisco ISD may apply preference to agricultural products produced, processed, or grown in Texas if the cost to the school district is equal and the quality is equal; if agriculture products produced, processed, or grown in Texas are not equal in cost and quality to other products, the District shall give preference to agriculture products produced, processed, or grown in other states of the United States over foreign products if the cost to the school district is equal and quality is equal; a school district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the school district is equal and the quality is not inferior. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by Frisco ISD in a School Nutrition Program. See 2 CFR § 200.319(b), and 7 CFR § 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

10. **PROHIBITION ON TELECOMMUNICATIONS/VIDEO SERVICES OR EQUIPMENT, 2 C.F.R. §200.216**. All recipients of federal funding are prohibited from procuring, obtaining, extending, or renewing a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment services as a substantial or essential component of any system, unless an exception is made in the regulation. The prohibited equipment is any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities OR video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities. By signing below, my organization agrees to not procure, obtain, extend a contract, or renew a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment services as a substantial or essential component of any system, unless an exception is made in the regulation. The respondent's signature below certifies it will comply with prohibitions on telecommunications/video services or equipment stated in this section.

11. **CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD $250,000.** 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 above, when federal funds are expended by FISD, FISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of a breach of agreement by either party. The respondent certifies below by signing that it will comply.

12. **CLEAN AIR AND WATER ACT.** 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 more than $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 Law, when federal funds are expended by FISD, FISD requires that the proposer certifies by signature below that during the term of an award by FISD resulting for this procurement process, the vendor will comply.

13. **BUY AMERICA PROVISIONS.** The respondent certifies below that it will comply with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. The Buy American Act requires school food authorities to purchase, to the maximum extent possible, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically and processed domestically. Unprocessed foods must be 100% domestic.

14. **HEALTH AND SAFETY CERTIFICATIONS, LICENSING, OR REGULATIONS.** Pursuant to Federal Rule (J) above, when federal funds are expended by FISD, FISD requires proposer to certify that during the term of an award by the FISD resulting for this procurement process the vendor will follow mandatory standards and policies relating to observance of applicable local, state, or federal health and safety certifications, licensing, or regulations. By signing below, the respondent certifies that it will comply.

15. **CIVIL RIGHTS/DISCRIMINATION.** The vendor will follow mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities. Pursuant to Federal Law, when federal funds are expended by FISD, FISD requires that the proposer certifies during the term of an award by FISD resulting for this procurement process the vendor will comply. If you do not agree, the District is prohibited from contracting with the proposer. The respondent certifies that it will comply by signing below.

16. **PROTEST OF A SOLICITATION.** Any protest of this solicitation must be received in writing by the Buyer named as the contact on the first page of the solicitation at least three days before the solicitation closes. The Frisco ISD Purchasing Department's procedures for a vendor protest of an award or solicitation are available online in the purchasing handbook on the procurement transparency page.

17. **DAVIS-BACON AND ANTI-KICKBACK ACT.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts more than $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 the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bonding or Public Work Financed in Whole or in Party by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing 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 Law, when federal funds are expended by FISD,

FISD requires that vendor certifies that during the term of an award by FISD resulting for this procurement process the vendor will comply.

18. **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 Law, when federal funds are expended by FISD for federally assisted construction contracts, the equal opportunity clause is incorporated by reference.

19. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** 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 based on a standard work week of 40 hours. Work more than 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 Law, when federal funds are expended by FISD, FISD requires that the proposer certifies that during the term of an award by FISD resulting for this procurement process the vendor will comply. The respondent's signature below certifies that it will comply.

20. **SOLID WASTE DISPOSAL ACT - 2 CFR CH II (1-1-15 EDITION).** Pursuant to Federal Rule (H) above, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to Federal Law, when federal funds are expended by FISD, FISD requires that the proposer certifies that during the term of an award by FISD resulting for this procurement process the vendor will comply. The respondent certifies by signature below that it will comply.

21. **PATENT RIGHTS, COPYRIGHT, & RIGHTS.** 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. When federal funds are expended by FISD, FISD requires that the proposer disclose during the term of an award resulting from this procurement process, the vendor will comply.

22. **SUBCONTRACTING WITH SMALL AND MINORITY AND WOMEN'S BUSINESS ENTERPRISES OR LABOR SURPLUS FIRMS.** The respondent certifies that if the respondent will be subcontracting any work awarded under this qualification, the respondent must agree to comply with Federal requirements stated in 2 CFR 200.321—Contracting with Small and Minority and Women's Business Enterprises, and Labor Surplus Firms.

23. **WORKER'S COMPENSATION.** The Proposer is aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and complies with the provisions.

SIGNATURE OF AUTHORIZED REPRESENTATIVE. The respondent agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the respondent certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above and shall immediately report to Frisco ISD any change in vendor compliance.

Vendor Name: _____

Telephone: _____ Fax: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

ITEM #5: PURCHASE ORDER (PO) TERMS. FOR INFORMATION ONLY

TERMS OF PURCHASE PAYMENT - The Vendor will not sell or release on credit terms, any goods, product or service (s) to persons who do not produce a Frisco Independent School District Purchase Order and District ID. In this event, the Vendor assumes all liability for cost of said product or goods.

ACCEPTANCE - This Purchase Order constitutes a binding contract between the Vendor and Frisco Independent School District (FISD), to furnish the goods or service(s) specified on the face of the Purchase Order. By acceptance of this Purchase Order, the Vendor agrees to furnish all goods or service(s) in accordance with the terms and conditions specified herein.

AGREEMENT - This Purchase Order represents the basis for the Vendor to deliver the required goods or service(s), and supersedes all prior offers, negotiations, exceptions and understanding (whether done orally or in writing).

ASSIGNMENT - The rights and responsibilities of the Vendor to furnish the goods or service(s), specified herein will not be subcontracted, assigned, transferred, mortgaged, pledged or disposed of, unless agreed to by FISD and the Vendor.

CANCELLATION - FISD reserves the right to cancel this Purchase Order at any time. If this Purchase Order is canceled pursuant to the Vendor's default, FISD may obtain similar goods or service(s) elsewhere and charge the Vendor for any damages incurred**.**

CHANGES - FISD reserves the right to make changes to this Purchase Order (e.g., increase/decrease quantities, change delivery address). Any changes to the Purchase Order will be communicated to the Vendor by the issuance of a Change Order.

DELIVERY - The Vendor shall deliver all goods Free on Board (F.O.B.) Destination, unless specified on Purchase Order.

DISCOUNTS – The Vendor shall indicate on the invoice any prompt payment discounts or trade discounts.

INDEMNIFICATION – The vendor shall indemnify and hold harmless FISD (including the Board of Trustees and the employees of FISD) from all claims of liability to third parties (including but not limited to: the injury or death of person(s), or the loss or damage to property) arising out of or about the performance of the Vendor. The Vendor shall indemnify and hold harmless FISD (including the Board of Trustees and the employees of FISD) from all liabilities, cost, expenses, attorney fees, fines, penalties, or damages for any or claimed infringement of any patents, trademarks, copyrights, or other corresponding right(s) which is related to any part of the goods or service(s) the Vendor is required to provide or perform. The Vendor's obligation to this clause shall survive acceptance and payment of the goods or service(s) by FISD.

INSURANCE – The Vendor shall be required to carry insurance protection enough to meet all the liabilities that are mentioned herein.

INSPECTION – Prior to acceptance and payment, FISD reserves the right to inspect all goods (in whole or in part) and service(s) furnished by the Vendor. Goods or service(s), which (in the opinion of FISD) fail to conform to the required specification(s) or standard(s), may be considered nonconforming.

INTERPRETATION – This Purchase Order shall be construed and interpreted solely in accordance with laws of the State of Texas. Venue of any suit, right or cause of action arising shall lie exclusively in Collin County, Texas.

INVOICING – Invoices must include the FISD Purchase Order number. Payment may be delayed if Purchase Order number is not on invoice. Send invoices via email to FISD at acct_payable@friscoisd.org.

NON-CONFORMANCE – The Vendor assumes all liability for shipping goods that do not meet the specification(s) and standard(s) specified on the face of the Purchase Order. FISD reserves the right to accept or reject goods that are non-conforming. If FISD rejects the non-conforming goods, said goods shall be returned to the Vendor at the Vendor's expense. The Vendor shall use "best efforts" to replace any non- conforming good(s) at the Vendor's risk and expense.

PERFORMANCE – By acceptance of this Purchase Order, the Vendor agrees to use "best efforts" to furnish the required goods or service(s).

PRICES – The price(s) specified on the face of the Purchase Order shall remain firm until FISD has processed the Vendor's invoice, or until the item has been accepted by FISD (whichever is later).

PRODUCT RECALL – The vendor shall notify FISD immediately if a product recall is instituted on any item(s) the Vendor has delivered. This requirement shall survive payment and acceptance.

QUANTITIES – Quantities in excess of the quantities specified on the face of the Purchase Order may be returned to the Vendor at the discretion of FISD. All risk and expense for the return of the good(s) shall be borne by the vendor.

QUALITY – In the event no quality is specified on the face of the Purchase Order, the goods delivered and/or service(s) rendered hereunder shall be of the best quality. The Vendor shall ensure that all goods delivered to FISD will be new (i.e., previously unused and in its original packaging), and have not been remanufactured or refurbished. The Vendor also warrants that all services will conform to the standard(s) established herein.

SAFETY – If applicable, Vendor shall deliver Material Safety Data Sheets (MSDS) with requested good(s).

TAXES – The Vendor shall not include taxes on the invoice.

TERMS – Unless otherwise specified, payment terms are net thirty (30) days.

TITLE – The title to any item delivered shall pass to FISD upon acceptance or payment (whichever is later).

WARRANTY – The Vendor warrants that all goods and service(s) furnished, shall be free from all defects, conform to all applicable specifications, and be suitable for its intended purpose(s). Neither acceptance of, nor payment for said goods and service(s) shall constitute a waiver or modification of any warranties of the Vendor, or the rights of FISD.

ITEM #6: INSURANCE REQUIREMENTS.

Minimum insurance required information is attached in the “attachment tab” of this solicitation.

PROFESSIONAL CURRICULUM SERVICES. This category applies to professional services provided by licensed or certified individuals, such as Teachers, Fine Arts, Tutors, Health Services, etc. A certificate of insurance providing professional liability is required. An Additional Insured endorsement for Frisco ISD is desirable, but not mandatory.

CONTRACTED SERVICES. Contractors providing goods and/or services for Frisco ISD in response to an RFP must maintain certain minimum amounts of insurance. These requirements vary depending on the type and hazard of work being performed. The contractor’s policy must be primary over any other valid and collectible insurance carried by Frisco ISD, and Frisco ISD must be named as an Additional Insured with respect to work being done/service provided. Any immunity available to Frisco ISD shall not be used as a defense by the contractor’s insurance policy. All Contractors who perform contracted services for Frisco ISD are required to provide proof of insurance prior to the start of the project.

CAMPUS ENTERTAINMENT PROVIDERS. Campus Entertainment Providers, including DJ’s, Bounce Houses, Carnivals, and other Vendors, providing goods and/or services for Frisco ISD must maintain certain minimum amounts of insurance. The vendor’s policy must be primary over any other valid and collectible insurance carried by Frisco ISD, and Frisco ISD must be named as an Additional Insured. Any immunity available to Frisco ISD shall not be used as a defense by the vendor insurance policy. All vendors who perform contracted services for Frisco ISD are required to provide proof of insurance. A schedule of minimum requirements is provided. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the vendor/contractor.