

HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT  
1849A CENTRAL DRIVE  
BEDFORD, TEXAS 76022-6096  
817/283-4461 FAX 817/354-3558



**NOTICE TO BIDDERS**

**RFP #17-01 CLASSROOM INSTRUCTIONAL MATERIAL & SUPPLIES**

Firm Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

1. Proposals will be opened at 11:00 a.m. on Thursday, November 10, 2016 at the Administration Building, Purchasing Department, 1849A Central Dr., Bedford, TX 76022. Sealed proposals must be properly labeled on the **OUTSIDE** of the envelope as follows:

**RFP #17-01 – Instructional Supplies**

Randy Reagan, Director of Purchasing  
Administration Building  
Purchasing Department  
1849A Central Drive  
Bedford, TX 76022

2. Any requests for additional information pertaining to these specifications, should be directed in writing by fax or email to Randy Reagan at fax number – 817-354-3558 or email – [randyreagan@hebisd.edu](mailto:randyreagan@hebisd.edu)
3. No proposal will be considered which is not submitted on the attached “Bid Document” form signed by a proper official of the supplier and submitted in a sealed envelope. **No emailed, telephone, or faxed proposals will be accepted.**
4. **Number of Submittals.** One (1) executed original marked “Original”. The original must be marked clearly on the outside cover with “ORIGINAL” and RFP #17-01.
5. **YOU MUST COMPLETE AND SIGN FORM G.**

## GENERAL CONDITIONS

1. GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS. This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. The documents referenced below are incorporated by reference only, and may be obtained by contacting the HEBISD Purchasing Office at 817.399.2035 or the district website at [www.hebisd.edu](http://www.hebisd.edu) .
  - Texas Education Code 44.031.
  - *Purchasing and Acquisition*, HEBISD Policy CH (Legal).
  - *Purchasing and Acquisition*, HEBISD Policy CH (Local).
  - *General Provisions, Version 4* dated January 1, 2016
  - This solicitation
2. Bids shall be on the attached pricing sheet. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened.
3. Bids must be received in the Purchasing Department office before the hour and date specified. DO NOT FAX OR EMAIL YOUR BID!
4. Prices bid should be F.O.B. destination, inside delivery. All freight charges must be included in your bid pricing. If otherwise, state on Deviation/Compliance Signature form.
5. Delivery shall be made during normal school hours unless prior approval has been obtained from authorized District personnel.
6. All items bid must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.
7. The District is exempt from Federal Excise Tax, and State Tax. Do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
8. Any catalog, brand name, or manufacturer's reference used in the bid is descriptive and not restrictive and is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.
9. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with bidder's name and item number on the bid. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**
10. The Board of Trustees of Hurst-Eules-Bedford Independent School District reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serves the interest of the District.
11. The District reserves the right to purchase or lease-purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions on bid.

12. All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
13. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and hold harmless the Hurst-Eules-Bedford Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or from a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless the Hurst-Eules-Bedford Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.
14. It is not the policy of the District to purchase on the basis of low bids alone. In evaluating bids submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.
  - a) the purchase price;
  - b) the reputation of the vendor and of the vendor's goods or services;
  - c) the quality of the vendor's goods or services;
  - d) the extent to which the goods or services meet the district's needs;
  - e) the vendor's past relationship with the district
  - f) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
  - g) the total long-term cost to the district to acquire the vendor's goods or services; and
  - h) any other relevant factor specifically listed in the request for bids and proposals.
15. The contract will be awarded in the best interest of Hurst-Eules-Bedford Independent School District. Specific award information is located under Specific Terms and Conditions Item #1.
16. Any and all protests regarding HEBISD bidding procedures will be governed by the "Hurst-Eules-Bedford Independent School District Procedure for Protests".
17. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days' written notice of the termination stating the lack of funding as the reason for the termination. The Hurst-Eules-Bedford Independent School District may not be held liable for non-funding of a contract caused through no fault of its own.
18. Vendors not responding appropriately to Bid Requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested. HEBISD reserves the right to delete vendors that do not respond appropriately.
19. All Bidders must execute the attached required documents enclosed herewith for his bid to be considered. The name of the company representative on these forms should be the same.
20. Bid results will be presented to the Hurst-Eules-Bedford Independent School District Board of Trustees for approval at the earliest opportunity following the bid/proposal opening if \$50,000 or greater.
21. It is the policy of the Hurst-Eules-Bedford Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

22. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
23. Awarded vendor agrees the pricing provided HEBISD is the best pricing provided in Texas. If better pricing is provided to other districts, HEBISD pricing will reflect that improvement from that point of award.

## STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature on Bid Document the vendor certifies that:
2. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this bid.
3. The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.
4. CONTRACT MODIFICATION: No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
5. CONTRACT AND PURCHASE ORDERS: A response to this Bid Document is an offer to contract with the HEBISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are both accepted by the HEBISD through an Award Letter to the Bidder, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the HEBISD Purchasing Department.
6. This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the law of the State of Texas in Tarrant County.
7. PACKING AND SHIPPING: (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination; freight prepaid, to Hurst-Euleless-Bedford Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.
  - a. NO REPLACEMENT OF DEFECTIVE TENDER: (If applicable) every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.
8. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
9. GRATUITIES: The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the Hurst-Euleless-Bedford Independent School District with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such

order. 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 from the vendor the amount of the gratuity.

10. WARRANTIES: (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties.
11. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by vendor without the written permission of the District, and no delegation of any duty of vendor shall be made without permission of the District. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.
12. ASSIGNMENT-CLAIMS: Vendor and the Hurst-Eules-Bedford Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the District. Therefore, vendor hereby assigns the District any and all claims for such overcharges.
13. ADVERTISING: Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
14. TITLE AND RISK OF LOSS: (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.
15. INSPECTION: (If applicable) all goods are subject to final inspection and acceptable by the District. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.
16. LIENS: All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.
17. INDEMNIFY: Vendor agrees to indemnify and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this contract. Upon written requests vendor will defend, at its' own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify Hurst-Eules-Bedford Independent School District against all claims for damages to persons or property resulting from defects in materials or workmanship.
18. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by Hurst-Eules-Bedford Independent School District and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Tarrant County.
19. CONFLICT OF INTEREST: This contract is subject to cancellation by buyer if any person significantly involved initiating, negotiating, securing, drafting or creating the contract on behalf of Hurst-Eules-

Bedford Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

20. FORCE MAJEURE: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
21. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that 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.
22. INTERPRETATION-PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
23. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the Hurst-Eules-Bedford Independent School District, termination for non-availability of funding and for prepayment, without penalty.
24. CHOICE OF LAW: The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.
25. INFRINGEMENT: Contractor agrees to protect Hurst-Eules-Bedford Independent School District from claims involving infringement or copyrights.
26. TECHNICAL SPECIFICATIONS: Technical specifications define the minimum acceptable standard.
27. REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT: If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the HEBISD may terminate the vendor's contract for cause as provided by the remainder of this section.
28. If any delay or failure of performance is caused by a Force Majeure event as described in section #18 of this Standard Terms and Conditions document entitled "Force Majeure," the HEBISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.
  - a. Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to

terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

b. Valid causes for termination of this contract will include, but are not limited to:

- The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.
- The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).
- The vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the written approval of HEBISD.
- The vendor's incomplete response to the Bid Document.
- And vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the HEBISD.

29. ORDER OF PRECEDENCE: In the event of conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.

30. ERRORS OR OMISSIONS: The District is not responsible for any bidder's errors or omissions.

31. CONFIDENTIAL INFORMATION: If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the document.

32. ADDENDUM: In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. ***It is your responsibility to obtain any addenda that pertains to this bid.*** The District does not mail the specifications or addenda.



## SCOPE OF WORK

HEBISD is seeking sealed bids for the purchase of instructional supplies and teaching aids defined as: general teaching aids and classroom supplies and equipment (equipment does not include technology products such as laptops/tablets and audio visual equipment), Career and Tech Education (CATE) products, special education products, non-state adopted textbooks, math manipulatives, curriculum materials and online content, reading/bilingual reading materials, English for Speakers of Other Languages (ESOL) and Languages Other than English (LOTE), social studies, scientific and laboratory supplies, and Art supplies. This bid seeks qualified vendors offering discounts off of catalog prices, published prices, or fair market value.

### **Timetable:**

Release RFP:	October 4, 2016
Deadline for Submittal of Proposal:	November 10, 2016 at 11:00 a.m.
Recommendation for Board Meeting:	December 12, 2016

### **Specific Terms & Conditions:**

1. This contract is a multiple award contract to vendors as determined to offer the best value to Hurst-Euleess-Bedford Independent School District. Hurst-Euleess-Bedford Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.
2. **Length of Contract: The term of this contract will be from January 1, 2017 through December 31, 2021.** Any changes to the scope of services provided under this agreement that may result in changes to the terms, conditions, and fees can be redefined and negotiated. Any negotiated terms must be agreed to by the District. In that event, any negotiated items must be placed in writing and provided as an amendment to the contract. All proposers must agree to fully warrant and guarantee all information in its response.
3. Awards will be based on the Respondent's submittal meeting the requirements established herein. **Additional awards will be made to multiple vendors on an incremental basis during the offering period. The District may approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Respondents are encouraged to submit responses as soon as possible. As responses are received, they will be evaluated and either accepted or rejected by the District. Applicants will then be notified of the District's decision.**
4. The offeror shall hold the District, its officers and agents, and employees harmless from liability of any nature of kind on account of use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this proposal.
5. The right is reserved to reject any or all offers or to waive any informality in offers and to accept or reject any items thereon.
6. The successful vendor's proposal as submitted shall remain throughout the terms of this agreement.
7. If a parent company is submitting more than one subsidiary company, a separate bid should be submitted for each company name.

8. Purchase Orders will be issued against this bid document to any of the successful respondents. Orders will be placed as items are needed, approved for purchase, and funds become available. Awarded vendors will be placed on a list from which District employees will use to make purchases. Actual purchases and selection of vendors will be based on price, availability, location, etc.
9. It is the intent of this solicitation to establish a fixed percentage discount, published price list(s), or fair market value and shall remain valid during the period of performance.
10. Items will normally be purchased in small quantities on an "As Needed" basis.
11. The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for services or products that were not authorized via this method. Therefore, the purchase order number shall appear on all itemized invoices for services or products rendered to ensure payment. **The approved vendor(s) must never accept verbal orders from HEB ISD personnel or staff. The purchase order is the contract with the vendor to formally order items/services and ensure payment to the vendor. HEB ISD will not be held financially responsible for any unauthorized, verbal orders placed by any personnel or staff of HEB ISD.**
12. **DISCLOSURE OF INTERESTED PARTIES. In accordance with LGC 2252.908, the awarded Vendor is required to submit to the Texas Ethics Commission a fully executed Form 1295 electronically at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The Texas Ethics Commission WILL NOT accept a paper submittal. Upon submittal of that form to the Texas Ethics Commission, the awarded Vendor MUST forward a copy of the submitted form to the Director of Purchasing. The District must then go to the Texas Ethics Commission and acknowledge that you have submitted Form 1295. We have 30 days from Board award date to have this process completed. NO CONTRACT CAN/WILL BE SIGNED OR EXECUTED UNTIL THIS PROCESS HAS BEEN COMPLETED.**
13. Included in this proposal are the forms required to be Education Department General Administrative Regulations(EDGAR) compliant. Those forms are identified as **FORM H. Should the respondent not return these forms signed, no federal funds may be expended with that Vendor by the district.**
14. Typical commodities in this RFP include but are not limited to those reflected in **FORM I.**

**BID FORM**

**VENDOR NAME:** \_\_\_\_\_

1. Please state the percentage discount that your company will allow Hurst-Eules-Bedford Independent School District. If no discount is offered, please indicate with a 0%.

\_\_\_\_\_ %

Shipping Charges? \_\_\_\_\_

If there are any categories of items that are not eligible for discount, please indicate exception categories in the space provided below:

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

2. Will you accept a HEB ISD Purchase Order?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

3. HEB ISD does not require a minimum order amount to issue a purchase order. Do you have minimum quantity or dollar requirements per order?

\_\_\_\_\_ YES

\_\_\_\_\_ NO (If not, what is minimum \$ amount)

4. Is there a reference or quote number that should be included on the Purchase Order to ensure HEB ISD pricing and tax exempt status?

**THIS PAGE MUST BE RETURNED WITH RESPONSE**

**FORM A**

**Felony Conviction Notice**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into 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." Subsection (b) states "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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**PROPOSER'S NAME:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL'S NAME:** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

**Signature of Company Official:** \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_  
(attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_  
(attach additional sheet if necessary)

**Signature of Company Official:** \_\_\_\_\_

**FORM B**

**BIDDER'S CERTIFICATION**

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that \_\_\_\_\_ is a  
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature \_\_\_\_\_

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

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I certify that \_\_\_\_\_ is a  
(Company Name)

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

\_\_\_\_\_  
**(City and State)**

Signature \_\_\_\_\_

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

<b>OFFICE USE ONLY</b>
Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_ Signature of person doing business with the governmental entity

\_\_\_\_\_ Date

**FORM D - (IF NOT A CURRENT DISTRICT VENDOR)**

<p><b>Form W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p>	<p>Give form to the requester. Do not send to the IRS.</p>
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : : : : : : : :	or
Employer identification number : : : : : : : : : : : : : : :	

**Part II Certification**

Under penalties of perjury, I certify that:

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

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**FORM E**



**EPCNT**

**Educational Purchasing Cooperative of North Texas**

**INTERLOCAL AGREEMENT CLAUSE**

Several governmental entities around the Hurst-Euless-Bedford Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes \_\_\_\_\_

No \_\_\_\_\_

If you (the Vendor) checked yes, the following will apply:

Governmental entities utilizing interlocal agreements with the Hurst-Euless-Bedford Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Hurst-Euless-Bedford Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Hurst-Euless-Bedford Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>.

Company Name:

\_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Representative:

\_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized Company Official:

\_\_\_\_\_

Date Signed:

\_\_\_\_\_



**FORM F**

**DEVIATION/COMPLIANCE SIGNATURE FORM**

COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

**If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.**

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

No Deviation

Yes Deviations

If yes is checked, please list below.

**FORM G**

**Request for Proposal Certification**

The undersigned, by signing and executing this proposal, certifies and represents to the Hurst-Eules-Bedford Independent School District that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee's agent or employee of the Hurst-Eules-Bedford Independent School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustees agent or employee of the Hurst-Eules-Bedford Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal. The Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Hurst-Eules-Bedford Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

**FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WILL BE GROUNDS FOR DISQUALIFICATION.**

Firm Name: _____	Telephone: 1-800 - _____
Address: _____	Or _____
City: _____	
State: _____ Zip: _____	email: _____
_____	Date: _____
(Signature of Person Authorized to Sign Proposal)	
Printed Name: _____	Title: _____
(Please print or type)	

# **FORM H**

The United States Department of Education added new general administrative regulations regarding certain expenditures with federal funds. Since it is unknown the amount of federal funds to be spent under this contract, the required contract terms have been added to this proposal.

## **PROPOSER/VENDOR CERTIFICATION FORMS**

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

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**The following provisions are required and apply when federal funds are expended by Hurst-Euleless Bedford ISD for any contract resulting from this procurement process.**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 federal funds are expended, Hurst-Euleless-Bedford ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

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

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

Does vendor agree to abide by the above?  
YES \_\_\_\_\_ (If yes, insert 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 federal funds are expended by Hurst-Euleless-Bedford ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when federal funds are expended by Hurst-Euleless-Bedford ISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert 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 federal funds are expended by Hurst-Euleless-Bedford ISD, the vendor certifies that during the term of an award for all contracts by Hurst-Euleless-Bedford ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

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

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

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

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

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

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the 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 Hurst-Euleless-Bedford ISD, the vendor certifies that during the term of an award for all contracts by Hurst-Euleless-Bedford ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the 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 Hurst-Euleless-Bedford ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Hurst-Euleless-Bedford ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –  
2 CFR § 200.333**

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When federal funds are expended by Hurst-Euleless-Bedford ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The 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 sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

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

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When federal funds are expended by Hurst-Euleless-Bedford 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 (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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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 agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

---

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above under Proposer/Vendor Certification Forms.**

Vendor's Name/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: \_\_\_\_\_

# **FORM I**

## **COMMODITIES INCLUDED (but not limited to)**

### **PUBLICATIONS, AUDIOVISUAL MATERIALS, BOOKS, TEXTBOOKS (PREPARED MATERIALS ONLY)**

Audio and Video Books, Digital  
Audio Cassettes, Tapes and Compact Disks (Prerecorded)  
Cook and Recipe Books  
Books, Curriculum Guides, Directories, Magazines, Pamphlets, Periodicals, Publications, Reprints, etc.  
Books, Reference (Incl. CD versions): Dictionaries, Encyclopedias, etc.  
Catalog Cards, Library of Congress Type and other Types  
Display, Exhibit, and Promotional Materials  
Drawings and Diagrams: Dimensional, Technical, etc.  
Electronic Publications: Directories, Dictionaries, Encyclopedias, etc.  
Filmstrips, Slides, Transparencies, etc. (Prepared)  
Laboratory Books, Research and Related Materials (DNA, Genomic, etc.)  
Legal Books and Publications  
Medical Books and Publications  
Microfilm, Microfiche, etc. (Prepared)  
Journalistic Services to include page charges for publications  
Motion Pictures  
Multimedia Sets (Prepared)  
Phonograph Records, Sound Tapes, etc. (Prepared)  
Religious Publications and Books  
Textbooks, Adult Education  
Textbooks, Special Education  
Textbooks: Pre-Kindergarten thru 5th Grade (Includes Student and Teacher Editions)  
Textbooks: 6th thru 8th Grade (Includes Student and Teacher Editions)  
Textbooks: 9th thru 12th Grade (Includes Student and Teacher Editions)  
Textbooks: College Level (Includes Student and Teacher Editions)  
Textbooks, Early Childhood  
Video Cassettes, Disks, Tapes, etc. (For Computer and TV, Prerecorded)  
Recycled Publications and Audio-Visual Materials

### **SCHOOL EQUIPMENT, TEACHING AIDS, AND SUPPLIES**

Agendas/Planners, Student  
Anatomical Models (For Medical and Nursing Instruction)  
Atlases, Charts, Globes, and Maps  
Blackboards, Chalkboards and Dry Erase Boards  
Blind Teaching and Training Equipment and Supplies  
Books: Class Register, Record, and Plan Books  
Bulletin Boards: Changeable Letter, Cork, Magnetic, Peg, etc.  
Bulletin Board Accessories  
Carrels, Audio-Visual  
Chalk, Crayons, Erasable Markers, Water Colors, Permanent Markers (Child Proof Safety Type), etc.  
Classroom Equipment and Supplies (Not Otherwise Classified)  
Display Cabinets, Cases, Files, Racks, Stands, etc.  
Displays, Educational: Kits, Models, Plaques, etc.



Drawing/Art Supplies, Schoolroom: Colored Pencils, Compasses, Construction Paper, Drawing Paper, Pencil/Pen Pouches, Protractors, etc.  
Driver Training Materials  
Easels, Accessories and Supplies, All Types (Including Flip Charts)  
Educational Games and Toys, All Types Incl. Assembly Kits  
Engineering and Technical Instruction Equipment and Materials (For Air Conditioning, Electronics, Machine Shop, etc.)  
Erasers and Cleaners, Chalkboard and Dry Erase Board  
Flannel Boards and Accessories  
Handwriting Materials, Instructional Aids and Supplies  
Instructional Aids: Courses, Lesson Plans (Prepared), Programs, Ancillary Materials, Videos, etc.  
Lecterns, Rostrums, and Speaker's Stands, Pointers, etc.  
Notebooks and Spirals  
Number Boards and Directory Boards  
Paper Items, Classroom: Composition Books, Scrapbooks, Examination Booklets, Notebook Filler, Tablets, etc.  
Plays and Entertainment, Schoolroom  
Presentation Systems Equipment (Incl. Presentation Boards and Multi-Image Devices)  
Reading Programs, Reading Aids, Accelerators, and Calculators  
Recycled School Equipment and Supplies  
Resource Books and Materials (Not Otherwise Classified)  
Science Instruction Equipment (For Classroom or Laboratory Use)  
School Equipment Required to Meet the Needs of the Physically Handicapped Student (Prone Stands, Toddler Chairs, Special Computer Keyboards, etc.)  
Test and Test Scoring Devices: Achievement, Aptitude, Intelligence, etc.  
Training Aids, Materials, and Equipment for the Industrial Trades (Welding, Electrical, Instrumentation, Vocational Equipment and Supplies

**VISUAL EDUCATION EQUIPMENT AND SUPPLIES (EXCEPT PROJECTION LAMPS -SEE CLASS 285)**

Audio Visual Equipment and Supplies (Not Otherwise Classified)  
Film Editing and Splicing Equipment and Supplies: Cement, Cleaner, Conditioner, Editors, Film Leader, Splicers, etc.  
Pointers, Projection Type, Hand-Held and Stationary (110V AC and Battery Powered)  
Previewers, Sorters, and Viewers (For Filmstrips, Slides, etc. -Not Projectors or Film Editors and Viewers)  
Projectional Supplies: Acetate Sheets, Films, Photo-Reflex and Photo-Modifier Materials, etc.  
Projection Screens, Standard and Rear-Projection Types  
Projection Stands, Tables, etc., Standard and Rear-Projection Types  
Projectors, Filmstrip (Standard Types Only); Carrying Cases; Parts, and Accessories  
Projectors, Motion Picture (Specialized Types Only, Including Film Loop Projectors, Rear-Projection Units, Repetitive Projectors, etc.)  
Projectors, Motion Picture (Standard Type Only); Carrying Cases; Parts, and Accessories  
Projectors, Opaque; Carrying Cases; Parts; and Accessories (Epidiascopes)  
Projectors, Overhead Transparency; Carrying Cases; Parts; and Accessories  
Projectors, Slide (Standard Types Only); Carrying Cases; Parts; and Accessories  
Projectors (Not Otherwise Classified): Combination Filmstrip-Slide Projectors, Rear-Projection Slide Units, Rear-Projection Filmstrip Units, LCD Projectors  
Recycled Visual Education Equipment, Accessories and Supplies

Shipping and Storage Accessories (For Films, Filmstrips, Slides, etc.): Cans, Carrying Cases, Cartridges, Reels, Shipping Cases, Slide Files and Trays, etc.

Storage Cabinets (For Visual Education Equipment and Supplies)

Tables, Light (Visual Education)

Transparencies

Transparency Equipment

### **LIBRARY AND SUBSCRIPTION SERVICES (INCLUDES RESEARCH SERVICES, INTERNET AND PERIODICAL SUBSCRIPTIONS)**

Business Research Services

Cataloging Services

Historical Studies and Services

\*Internet Database Subscriptions

Library Services

Magazine Subscriptions

Microfilm Subscriptions

Newsletter Subscriptions

Newspaper Subscriptions

Professional Document and Publication Subscriptions (Legal, Medical, etc.).

Professional Journal Subscriptions

Research Services (Other Than Business)

Scientific Research Services

Talking Books, Cassettes, etc. (For the Vision Impaired)

Training Material Subscriptions

### **ART EQUIPMENT AND SUPPLIES**

Block Printing Supplies

Casters, Drying Racks

Coatings, Protective (For Artwork)

Cloth (For Application of Designs and Transfers): Burlap, Linen, etc.

Drawing and Painting Supplies: Brushes, Canvas, Chalk, Colors (Acrylic, Oil, Water, etc.), Crayons, Palettes, Paper and Pads, Staples. Etc.

Glue, Paste, etc., Art

Letter Cutting Machine

Engraving, Etching, and Lithography Equipment and Supplies (Burins, etc.)

Paper, Art, Various Types

Picture Frames and Framing Supplies: Mat Cutters, Mats, Molding, Stretcher Strips, etc.

Racks, Drying (Portable and Stationary)

Recycled Art Equipment and Supplies

Sculpturing Equipment and Supplies: Carving Boards, Casting Materials, Modeling Clay, Sculptor's Tools, etc.

Shapes, Strings, Tapes, Twists, etc. (Decorative Art Items)

Silk Screen Process Supplies

Stained Glass Supplies

**LIBRARY AND ARCHIVAL EQUIPMENT, MACHINES, AND SUPPLIES**

Archival Storage Materials (Acid Free): Document Cases, Envelopes, File Folders, etc.

Automation Equipment, Use to Process or Transport Lending Materials

Binders, Covers, Jackets, Protectors, Sticks, etc. (For Books, Magazines, Newspapers, Pamphlets, Photographs, etc.)

Book Cards, Date Slips, Pockets, Protectors, etc.

Book Ends, Holders, Supports, etc.

Book Mending, Rebinding, and Repairing Supplies

Book Security Systems, Equipment, and Supplies

Books, Accession

Boxes, Drop, Library

Daters, Pencil and Band Type; and Supplies

Library Catalog Cards and Accessories: Cards, Guides, Protectors, Sorters, Trays, etc.

Library Forms, All Kinds: Circulation Record, Continuous, Strip, etc.

Library Labeling Supplies: Labels, Letters, Signals, etc.

Library Machines: Card Duplicators, Card Master Machines, Charging Machines, Pasting Machines, etc.

Library Supplies, Miscellaneous

Recycled Library Books, Equipment and Supplies