Waller
Independent School District

272-2027

Instructional and Special Education Contracted Services

Issue Date: 9/10/2026
Questions Deadline: 9/21/2026 12:00 PM (CT)
Response Deadline: 9/28/2026 12:00 PM (CT)

Contact Information

Contact: Damaris Benitez
Address: Purchasing Dept.
20600 Fields Store Road
Waller, TX 77484
Phone: 1 (936) 931-0317
Fax: 1 (936) 310-6584
Email: purchasing@wallerisd.net

Event Information

Number:	272-2027
Title:	Instructional and Special Education Contracted Services
Type:	Request for Proposal
Issue Date:	9/10/2026
Question Deadline:	9/21/2026 12:00 PM (CT)
Response Deadline:	9/28/2026 12:00 PM (CT)
Notes:	***Please Note: If you were awarded a contract for RFP 202-2022, RFP 224-2023, RFP 246-2025, 259-2026, or 269-2026 there is no need to respond to this RFP.***

Request for Proposals

Instructional and Special Education Contracted Services

Waller Independent School District

Waller Independent School District (WISD) is soliciting Request For Proposals (RFP 272-2027) from qualified vendors to provide **Instructional and Special Education Contracted Services** for all programs throughout the district. Proposals will be accepted through Monday September 28, 2026, at 2:00 p.m.

WISD prefers responses to be submitted online via our electronic system, however, sealed proposals addressed to Waller ISD, Attention: Purchasing Department, will be accepted in the Administration Office at 20600 Fields Store Road, Waller, Texas 77484 by the close date and time stated in this bid event. No fax or email submissions will be accepted. Any questions concerning this RFP must be submitted through the e-Bid portal.

WISD reserves the right to reject any or all proposals, and, at its discretion, may waive any formalities or minor irregularities regarding the proposals.

Ship To Information

Contact:	Damaris Benitez
Address:	Purchasing Dept. 20600 Fields Store Road Waller, TX 77484
Phone:	1 (936) 931-0317
Fax:	1 (936) 310-6584
Email:	purchasing@wallerisd.net

Billing Information

Contact:	Kelly Bielski
Address:	Accounts Payable 20600 Fields Store Road Waller, TX 77484
Phone:	1 (936) 931-0310
Fax:	1 (936) 310-6584
Email:	accountspayable@wallerisd.net

Bid Attachments

Conflict of Interest Form 2025.01.30.pdf Download

Conflict of Interest Form

Certificate of Interested Parties 1295 Instructions.pdf Download

Certificate of Interested Parties 1295

W9 Blank Fillable Form 2024 - Blank.pdf Download

W9 Form 2024

Criminal History Records Contractor Certification.pdf View Online

Criminal History Records Contractor Certification

Debarment Form 2024.08.12.pdf Download

Debarment Form

Requested Attachments

W-9

(Attachment required)

Conflict of Interest Questionnaire (CIQ)

(Attachment required)

Certificate of Interested Parties (Form 1295)

(Attachment required)

Criminal History Records Contractor Certification

(Attachment required)

Debarment Form

(Attachment required)

PREFACE

Please provide an Executive Summary which gives in brief, concise terms, a summation of the proposal.

SCOPE OF SERVICE

A description of services and capabilities as outlined in Section III, Scope of Service and Performance Requirements section of this RFP, must be provided in the order shown. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal.

FINANCIAL PROPOSAL

This section shall contain a straightforward, concise delineation of the vendor's fees to satisfy the requirements of this RFP. It is the vendor's responsibility to specify all costs (i.e. administrative fees, processing fees, cost of supplies and materials, etc.) associated with providing the services required herein.

SUMMARY OF EXPERIENCE

Proposer must include full name and address of vendor submitting the proposal and a brief summary of the vendor's corporate experience and individual experience for personnel who will provide this service.

Bid Attributes

1	**INTRODUCTION** The Waller Independent School District (herein after referred to as “WISD” or the “District”) is seeking proposals from vendors qualified and experienced in providing contracted services for instructional and special education programs throughout the District. Awards will be made to vendors that have received an acceptable evaluation rating by the District. As applications are accepted or rejected by the District, vendors will be notified. This is a negotiated procurement, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a vendor prior to an award. This competitive solicitation is a Request for Proposals (RFP) advertised under Texas Education Code 44.031 in the Waller Times newspaper and the WISD electronic bidding site (IonWave). The initial contract term will be from October 9, 2026 through August 31, 2027, and will automatically renew for four additional one-year terms (September 1 through August 31) unless either party provides written notice of their intention not to renew at least sixty (60) days prior to the end of the current term, allowing for cancellation of the contract at the end of the current term with proper notification. The selection of approved providers will be recommended for award on an as-needed basis and may result in a professional services agreement with the District. The services provided will be based on the scope of work requested by individual schools and/or departments. Purchase orders must be issued by each school and/or department in advance of services rendered. Any additional contract should accompany the proposal. Proposers are encouraged to read the entire contents of this RFP. There are multiple documents, some included by reference, that make up the RFP. Proposers may make written inquiries concerning this solicitation to obtain clarification of the requirements through the e-bid system.
2	**TERMS OF AGREEMENT** The initial contract term will be from October 9, 2026 through August 31, 2027, and will automatically renew for four additional one-year terms (September 1 through August 31) unless either party provides written notice of their intention not to renew at least sixty (60) days prior to the end of the current term, allowing for cancellation of the contract at the end of the current term with proper notification. Have you read and understand the terms of the agreement? ☐ I acknowledge the Terms of Agreement *(Required: Check only one)*
3	**SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS** The District is seeking information from providers qualified and experienced in providing contracted services for instructional and special education programs including, professional development and training services. The District will create and submit to the vendor a professional services agreement outlining requested services and expectations. Individual campuses and departments may solicit scope of work proposals from as many providers as they deem necessary to ensure best value. The District will use the objective criteria specified within to review proposals and will maintain a list of approved contracted professional service providers. The District will potentially award multiple vendors as approved contracted professional service providers. A. Contracted professional services to be provided to WISD students, teachers, administrators and/or families should be aligned with WISD's vision, mission, philosophy and strategic goals (https://www.wallerisd.net/domain/499). B. Submissions may include services that support any of the following: • Provide researched based literacy support and training for teachers to enhance teaching and learning opportunities that support District curriculum and campus improvement plans.

• Provide clearly articulated focus and research based instructional strategies aligned to the District’s curriculum documents and Texas Essential Knowledge and Skills (TEKS).
• Provide direct and/or indirect special education instructional and related services according to a student’s Individualized Education Program (IEP) including, but not limited to: speech language therapy, vision and hearing services, physical therapy, adapted physical education, behavioral support, music therapy, counseling, orientation and mobility, in-home training.
• Provide materials to engage students, specifically focusing on drop-out prevention, educational motivation and inspiration through literacy and role playing.
• Provide differentiated instructional strategies to meet the needs of students in various grades and at different instructional levels.
• Support the development of higher-level thinking skills.
• Support the development and use of varied assessments.
• Demonstrate writing opportunities for students and teachers.
• Support the work of teacher groups in preparing documents, materials, and presentations.
• Support development of materials for future professional learning opportunities.
• Develop expertise related to sheltered instruction and cooperative learning opportunities.
• Strong reputation for helping organizations build a stronger brand through customer experiences.
• Gather customer service expectations/experiences from an organization's stakeholders.
• Disaggregate data to inform the organization on the types of training needed.
• Design customer service training aligned to the organization's culture, which allows the organization's culture to flourish.
• Offer resources or tools to evaluate customer service post-training.
• Provides customer service training to K-12 or public organizations preferred.

C. Vendor background experience may include:

• Advanced degree in education or related work experience preferred.
• Required state credential and/or licensure as applicable to the service required.
• Research based evidence on products and/or service.
• Demonstrated success in working with adult learners.
• Demonstrated success in working with at risk education students through classroom instruction or counseling.
• Experience in delivery of professional staff development/training.
• Demonstrated ability to facilitate work groups.
• Excellent oral and written presentation skills.
• Experience in writing educational materials.
• Knowledge of the Texas Essential Skills (TEKS) and State of Texas Assessments of Academic Readiness (STAAR) exams.

Does Vendor Agree with Scope of Service & Performance Requirements?

☐ Yes ☐ No
(Required: Check only one)

4 STANDARD TERMS & CONDITIONS

A. Respondents are cautioned to read this invitation carefully, to complete all forms and submit all documents or information requested. Failure to do so may be materially non-responsive and result in non-consideration of the bid.

B. The initial contract term will be from October 9, 2026 through August 31, 2027, and will automatically renew for four additional one-year terms unless either party provides written notice of their intention not to renew at least sixty (60) days prior to the end of the current term, allowing for cancellation of the contract at the end of the current term with proper notification. Any purchase order dated and issued within these dates will be subject to the terms and conditions of this contract.

C. Bid contracts are considered to be in force during the period stipulated by the proposal or until replaced by a subsequent proposal for the same services.

D. Proposals received in the District’s Business Office after the date and time specified will not be considered. The District is not responsible for lateness or non-delivery of mail carrier, etc., and the date/time stamp in the Business Office shall be the official time of receipt. Proposals may not be submitted by facsimile or email.

E. The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. The District also reserves the right as sole judge of quality and equality.

F. Proposals meeting the requirements of the RFP shall be considered. Respondents taking exception to the specifications or offering substitutions shall state these exceptions.

G. No right or interest in this contract or delegation of any obligation shall be assigned by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.

H. Each respondent, by making his proposal, represents that they have read and understand the RFP.

I. The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items delivered or picked up and/or services that were not authorized via this method. Therefore, the purchase order number shall appear on ALL itemized invoices and packing slips to ensure payment.

J. Itemized invoices shall be issued for only those services rendered. Payment shall not be due until the invoice(s) are submitted after services rendered. Pursuant to Texas Government Code 2251.021, payments will be made within thirty (30) days. Invoices shall emailed to accountspayable@wallerisd.net or mailed directly to: WISD Business Office, 20600 Fields Store Road, Waller, TX 77484, Attn: Accounts Payable.

K. The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law. Do not include tax in any proposal totals. Tax exemption certificates will be issued upon request.

L. Each respondent must give notice to the District if a person, owner or operator of the business has been convicted of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.

M. The title and risk of loss of the goods/services shall not pass to the District until the District actually takes possession of the goods/services at either the point of sale or the point of delivery.

N. If, at any time the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right upon written notice to the vendor to the following remedies (though not just limited to these): purchase the products/services elsewhere and/or cancel the contract.

O. Respondents shall submit all questions concerning the proposal through the ebid system.

P. Respondents shall note any and all relationships that might be a Conflict of Interest and include such information with the proposal.

Q. Please note that a gift to a public servant is a Class A misdemeanor offense if the recipient is a government employee who exercises any influence in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

R. The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the District's best interest to do so.

Does Vendor Agree with Standard Terms & Conditions?

☐ Yes ☐ No

(Required: Check only one)

5	**COMPETITIVE SELECTION / EVALUATION**

A. This is a qualifying procurement and awards will be made to multiple vendor(s) submitting the best responsive proposal satisfying WISD's requirements, price and other factors considered.

B. WISD will evaluate each vendor's proposal in accordance with the Texas Education Purchasing Code 44.031. A score of 70 or higher is considered to be acceptable.

Evaluation Criteria to be Considered:

30 points - Proposed Plan The adequacy and completeness of the plan offered addressing the Scope of Service; impact on the District to comply with historically underutilized business related laws.

25 points - Vendor's Capabilities The demonstrated ability of the vendor to provide services; the vendor's past relationship with the District.

25 points - District Needs Extent to which the goods/services offered meet the District's requirements and preferences.

20 Points - Financial Proposal Purchase price including long-term cost to the District to acquire the goods or services.
The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, contractors may be requested to revise any or all portions of their proposals.

C. WISD will not be responsible for any expenses incurred by a vendor in preparing and submitting a proposal.

D. Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the WISD Board of Trustees or otherwise not made available to the District.

E. WISD may select multiple vendors that meet the requirements of the RFP. If a WISD department or campus requests to use one of the selected vendors, a professional service agreement will be executed between the parties. A vendor shall not perform services for WISD without a fully executed agreement and the issuance of a Purchase Order. Contractors will be compensated by WISD for services satisfactorily performed in accordance with contract requirements.

Does Vendor Agree with Competitive Selection/Evaluation Criteria?

☐ Yes ☐ No

(Required: Check only one)

6	**PROPOSAL CONTENT - PREFACE**

Please provide an Executive Summary which gives, in brief, concise terms, a summation of the proposal. Please include business/contractor name, address, point of contact and contact information.

May be provided as a separate attachment under Response Attachments if needed.

___

(Required: Maximum 4000 characters allowed)

7	**PROPOSAL CONTENT - SUMMARY OF EXPERIENCE** Proposer must include full name and address of vendor submitting the proposal and a brief summary of the vendor's corporate experience and individual experience for personnel who will provide this service. May be provided as a separate attachment under Response Attachments if needed. *(Required: Maximum 4000 characters allowed)*
8	**PROPOSAL CONTENT - SCOPE OF SERVICE** A description of services and capabilities as outlined in Section III, Scope of Service and Performance Requirements section of this RFP, must be provided in the order shown. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal. May be provided as a separate attachment under Response Attachments if needed. *(Required: Maximum 4000 characters allowed)*
9	**PROPOSAL CONTENT - FINANCIAL PROPOSAL** This section shall contain a straightforward, concise delineation of the vendor's fees to satisfy the requirements of this RFP. It is the vendor's responsibility to specify all costs (i.e. administrative fees, processing fees, cost of supplies and materials, etc.) associated with providing the services required herein. May be provided as a separate attachment under Response Attachments if needed. *(Required: Maximum 4000 characters allowed)*

10	**FELONY CONVICTION STATEMENT** Texas Education Code, 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 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. ~~~Please select the statement that applies to your company regarding the Felony Conviction Notification Publicly held corporation-N/A = My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable. No = My firm is not owned nor operated by anyone who has been convicted of a felony. Yes = My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. ☐ Publicly held corporation-N/A ☐ NO ☐ YES *(Required: Check only one)*
11	**RESIDENT BIDDER'S CERTIFICATION** Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) “Nonresident bidder” means a bidder who is not a resident. Section 2252.001(4) “Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located. Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)? ☐ Yes ☐ No *(Required: Check only one)*
12	**INTERLOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS THROUGH THE CENTRAL TEXAS PURCHASING ALLIANCE** A. Membership. Waller ISD is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA) an alliance of 100+ school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements. B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by WISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district’s policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district. C. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Does Vendor agree? ☐ Yes ☐ No *(Required: Check only one)*

13	**BIDDER'S NAME** ____________________ ____________________ ____________________ *(Required: Maximum 1000 characters allowed)*
14	**BIDDER'S ADDRESS** ____________________ ____________________ ____________________ *(Required: Maximum 1000 characters allowed)*
15	**COMPANY WEBSITE ADDRESS** ____________________ ____________________ ____________________ *(Optional: Maximum 1000 characters allowed)*
16	**BIDDER'S EMAIL** [ ] *(Required: Email address)*
17	**BIDDER'S PHONE NUMBER** (__ __ __) __ __ __ - __ __ __ __ ext: [ ] *(Required)*
18	**REFERENCE #1 VENDOR NAME** Please list the first reference vendor name from which vendor has provided like products or services. ____________________ ____________________ ____________________ *(Required: Maximum 1000 characters allowed)*
19	**REFERENCE #1 PHONE #** Please list phone # of first reference. (__ __ __) __ __ __ - __ __ __ __ ext: [ ] *(Required)*
20	**REFERENCE #1 EMAIL ADDRESS** Please list email address of first reference contact. [ ] *(Required: Email address)*
21	**REFERENCE #2 VENDOR NAME** Please list the second reference vendor name from which vendor has provided like products or services. ____________________ ____________________ ____________________ *(Required: Maximum 1000 characters allowed)*

22 **REFERENCE #2 PHONE #**

Please list phone # of second reference.

(__ __ __) __ __ __ - __ __ __ __ ext: ______

(Required)

23 **REFERENCE #2 EMAIL ADDRESS**

Please list email address of second reference contact.

(Required: Email address)

24 **REFERENCE #3 VENDOR NAME**

Please list the third reference vendor name from which vendor has provided like products or services.

(Required: Maximum 1000 characters allowed)

25 **REFERENCE #3 PHONE #**

Please list phone # of third reference.

(__ __ __) __ __ __ - __ __ __ __ ext: ______

(Required)

26 **REFERENCE #3 EMAIL ADDRESS**

Please list email address of third reference.

(Required: Email address)

27 **VENDOR CERTIFICATIONS**

The following certifications and provisions are required and apply when WISD expends federal and non-federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the awarded Contract between the District and the awarded Vendor in all situations where Vendor has been paid or will be paid with federal or non-federal funds.

28 **CERTIFICATION REGARDING TERRORIST ORGANIZATIONS**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

☐ Does Vendor Agree?

(Required: Check if applicable)

29 **CERTIFICATION REGARDING BOYCOTTING OF ISRAEL**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

☐ Does Vendor Agree?
(Required: Check if applicable)

30 **CERTIFICATION REGARDING CONTRACTING INFORMATION**

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by WISD; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by WISD in a fiscal year of WISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to WISD for the duration of the Agreement; (2) promptly provide to WISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of WISD; and (3) on completion of the Agreement, either (a) provide at no cost to WISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to WISD.

☐ Does Vendor Agree?
(Required: Check if applicable)

31 **CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

☐ Does Vendor Agree?
(Required: Check if applicable)

32	**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) WISD has determined that Vendor is not a sole-source provider or WISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19. ☐ Does Vendor Agree? *(Required: Check if applicable)*
33	**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE** WISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by WISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. ☐ Does Vendor Agree? *(Required: Check if applicable)*
34	**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS** Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – Appendix II TO 2 C.F.R. PART 200 **The following provisions are required and apply when federal funds are expended by WISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between WISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

3 5 **A. VENDOR VIOLATION OR BREACH OF CONTRACT TERMS**

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

Pursuant to Federal Rule (A) above, when WISD expends federal funds, WISD 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?
(Required: Check if applicable)

3 6 **B. TERMINATION FOR CAUSE OR CONVENIENCE**

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

☐ Does vendor agree?
(Required: Check if applicable)

3 7 **C. EQUAL EMPLOYMENT OPPORTUNITY**

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 WISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

☐ Does vendor agree?
(Required: Check if applicable)

38	**D. DAVIS-BACON ACT** 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 WISD, 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? *(Required: Check if applicable)*
39	**E. 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 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 WISD, the vendor certifies that during the term of an award for all contracts by WISD 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? *(Required: Check if applicable)*
40	**F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** 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 WISD, the vendor certifies that during the term of an award for all contracts by WISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above. ☐ Does vendor agree? *(Required: Check if applicable)*

41	**G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL 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 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 WISD, the vendor certifies that during the term of an award for all contracts by WISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above. ☐ Does vendor agree? *(Required: Check if applicable)*
42	**H. DEBARMENT AND SUSPENSION** 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 WISD, the vendor certifies that during the term of an award for all contracts by WISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to WISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. WISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless WISD knows the certification is erroneous. ☐ Does vendor agree? *(Required: Check if applicable)*

43	**I. BYRD ANTI-LOBBYING AMENDMENT** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (I) above, when federal funds are expended by WISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by WISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. ☐ Does vendor agree? *(Required: Check if applicable)*
44	**J. PROCUREMENT OF RECOVERED MATERIALS** Procurement of Recovered Materials – When federal funds are expended by WISD, WISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to Federal Rule (J) above, when federal funds are expended WISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements. ☐ Does vendor agree? *(Required: Check if applicable)*

45 **K. REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY & WOMEN-OWNED FIRMS**

Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321

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

☐ Does vendor agree?
(Required: Check if applicable)

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

When federal funds are expended by WISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, WISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. WISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

☐ Does vendor agree?
(Required: Check if applicable)

47 **CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Certification of Compliance with Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment – 2 C.F.R. § 200.216

WISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor certifies that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☐ Does vendor agree?
(Required: Check if applicable)

48	**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334** When federal funds are expended by WISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. ☐ Does Vendor Agree? *(Required: Check if applicable)*
49	**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS** CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS When federal funds are expended by WISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. ☐ Does Vendor Agree? *(Required: Check if applicable)*
50	**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT** When federal funds are expended by WISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). ☐ Does Vendor Agree? *(Required: Check if applicable)*
51	**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT** It is the policy of WISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. ☐ Does Vendor Agree? *(Required: Check if applicable)*

52	**CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS** Certification of Domestic Preferences for Procurements and Compliance with Buy America Provisions – 2 C.F.R. § 200.322 As appropriate and to the extent consistent with law, WISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. ☐ Does Vendor Agree? *(Required: Check if applicable)*
53	**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337** Vendor agrees that WISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract. ☐ Does Vendor Agree? *(Required: Check if applicable)*
54	**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS** Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. ☐ Does Vendor Agree? *(Required: Check if applicable)*
55	**CERTIFICATION OF NON-COLLUSION STATEMENT** Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. ☐ Does Vendor Agree? *(Required: Check if applicable)*
56	**VENDOR COMPLIANCE** 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. ☐ Does Vendor Agree? *(Required: Check if applicable)*

Supplier Information

Company Name: ____________________

Contact Name: ____________________

Address: ____________________

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Phone: ____________________

Fax: ____________________

Email: ____________________

Supplier Notes

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The undersigned Bidder (Contractor), by signing and executing this bid, certifies and represents to the Waller Independent School District (WISD)that Bidder 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 bid; the Bidder also certifies and represents that Bidder 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 bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of WISD concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of WISD in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder 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 WISD in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this b

Print Name *Signature*