WACO INDEPENDENT SCHOOL DISTRICT

Business Services Department
501 Franklin Avenue,
Waco, TX 76701
Voice: 254-755-9458

Request For Proposal: RFP # 25-1282 Multi-factor Authentication (MFA)
Schools and Libraries 2025 Cybersecurity Pilot Program: 470 # CBR420250283
Bid Closing Time & Date: Tuesday, May 27, 2025 @ 2:00 P.M. CST
Contact Person for this Bid: Judy Monroe, Senior Buyer

Introduction, Scope of Work & Instructions to Bidders:

Request for Proposal, **25-1280 Multi-factor Authentication (MFA)** has been issued and posted on the Waco Independent School District (District, Waco ISD, or WISD) e-bidding website. Bid packets may be downloaded online, at the District's e-bidding site; **https://wisdebid.ionwave.net** before the bid deadline of **Tuesday, June 3, 2025 at 2:15 P.M. CST**. For questions, please post to the online bidding system. Answers will be posted on that site for the benefit of all proposers to view. Addendums will also be posted on this site, so it is the vendors' responsibility to review the online e-bidding site to ensure that they have received all pertinent information for this bid.

Project Schedule

The anticipated project schedule is as follows:

Activity	Date & Time
Release RFP	Tuesday, April 29, 2025
Frist Legal Ad	Tuesday, April 29, 2025
Second Legal Ad	Tuesday, May 6, 2025
Last Date for Questions	Friday, May 16, 2025
Proposal Due Date	Tuesday, June 3, 2025
Anticipated Board Award	Thursday, June 26, 2025

Cybersecurity Pilot Program Proposal Requirements

1. The Cybersecurity Pilot Program is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Co. (USAC) for the Federal Communications Commission (FCC). Discounts from the Cybersecurity Pilot Program will fund this Request for Proposal. Funding, if available, will be available as soon as a Pilot participant receives a Funding Commitment Decision Letter (FCDL) from USAC and has successfully completed Part 2 of the FCC Form 484 application.

2. **Required Notice to Proceed.** The District will follow the purchasing policies of their governing board and requirements and procedures of the FCC's E-Rate program as administered by USAC to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the District's issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed.

   The District reserves the right to deny any or all proposals associated with this RFP, even with USAC E-Rate funding approval. Furthermore, if beneficial to the District, Waco ISD reserves the right to accept the pricing proposal and locally fund (proceed with project or purchase) regardless of E-Rate approval.

   The District reserves the right to purchase some, all, or none of the products and services awarded under this contract for E-Rate FY2025 and subsequent E-Rate funding years covered by the agreement.

3. **Cybersecurity Compliance**. Service providers (offerors) must comply with FCC Cybersecurity Pilot program rules as set forth by the Federal Communications Commission (FCC) and administered by the Universal Service Administrative Company (USAC).[1]

   Disqualification – FCC Form 498 ID Status. If the offeror is under FCC red light status or does not have an FCC Form 498 ID (service provider identification number), the offeror may be disqualified by the applicant school or library. If at any time during the contract period the service provider is red lighted, debarred, or otherwise no longer eligible to participate in the Cybersecurity program, the applicant reserves the right to terminate the contract.

4. **Equivalent products and services.** Proposals are requested for the specified manufacturer, part, model number OR EQUIVALENT.

5. **All Costs.** Pricing proposed by the bidder must include all costs. All costs to provide the product or service should be included in the pricing schedule. Price increases will not be allowed during the initial term quoted. Prices may be lowered based on market conditions.

6. **Cost Allocation**. Bidders must clearly separate E-Rate eligible costs from ineligible costs.

7. **Contracts**. Bidders [1]for services other than tariff or month-to-month arrangements, must include a contract or legally binding agreement in response to this RFP with signature block for both service provider and applicant. The agreement should be provided in form only and will not be completed and executed until after bids are awarded by the District and negotiations completed as applicable. *Quotes are not considered a legally binding agreement.*

   The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E- Rate "program year" or an

[1] 1 https://docs.fcc.gov/public/attachments/FCC-24-63A1.pdf

extended service end date for an E-Rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission (FCC) and/or the Universal Service Administrative Company (USAC).

8. Proposals for Cybersecurity Pilot Program products and services.

- Proposals for equipment should clearly list the location where the equipment will be installed if that has been specified in the proposal.
- Proposals should meet industry standards and comply with applicable local, state and federal codes and regulations. For example, network wiring/cabling should meet or exceed EIA/TIA standards and national Electrical code standards.
- Equipment should be properly configured, installed and tested.
- Include all items necessary for equipment to be fully operational including necessary cabling, connectors, components, installation, configuration, travel, per diem, and any other applicable fees.
- All installed equipment and cabling should be labeled.
- In addition to standard labeling (i.e. patch panels labeled with cable number), equipment should be labeled with E-Rate information as follows:
  Funding Request
  Number (FRN) Form
  471 Application
  Number Purchase
  Order Number
  Installation Date
- Offerors must include a statement of work (SOW)
- Proposals for new equipment should include a standard manufacturer's warranty (up to three years)
- The value of any free products and/or services must be deducted from the cost of the proposal.
- Proposals should include installation and configuration unless otherwise noted
- Proposals should clearly describe all costs including installation, configuration, shipping and handling charges on a per site basis unless otherwise noted.

9. Site and Service Substitution (Contract Modification). The District hereby provides notice to all interested vendors that site and/or service substitutions may be necessary during the term of the contract. Any agreement signed as a result of this RFP should contemplate the possibility of the District changing products or services within the guidelines set forth by the FCC. All vendors are also hereby provided notice that the District may add new locations to its network during the life of the contract, and existing sites may move or close. The contract(s) entered into as a result of this RFP should allow for said site/service substitutions. Vendors are to describe their process for amending the contract to accommodate site/service substitutions during the contract term.

10. Request For Substitution

Bidder may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (Specified Item) and will completely accomplish the purpose of the Contract Document. The Service Substitution must be accompanied by evidence as to whether the proposed substitution:

- (1) Is equal in quality service ability to the Specified Item;
- (2) Will entail no changes in detail, construction and scheduling of related work;

- (3) Will be acceptable in consideration of the required design and artistic effect;
- (4) Will provide no cost disadvantage to District;
- (5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- (6) Will require no change of the construction schedule

11. Cybersecurity Budget Requirements.

During the Cybersecurity application process and prior to issuance of Cybersecurity funding, the applicant may need to make changes to the quantities and items selected in order to stay within their cybersecurity pilot program budget approved by the FCC[2]. The applicant may contact the awarded offeror to adjust quantities in order to meet the Cybersecurity budget allocated to the district. The selected service provider is expected to respond timely with revised proposals and contracts for the applicant to ensure that the selected products and services are at or below the applicant's budget cap. The selected service provider will need to provide all the information necessary regarding reduction in quantities and associated installation, configuration, shipping and handling charges.

12. Documentation and Audit Compliance.

- Service provider shall provide all warranty and product documentation related to products sold to the District.
- Service provider shall retain all documentation related to the purchase and payment, including Forms 474 and receipt of payment from USAC, for all products and services provided to the District. Related documentation must be retained for a period of TEN years from the last date of service.
- If the District is audited by the Administrator of the program, the service provider shall fully cooperate with the District to provide any documentation related to the provision of discounted products and services as requested.

13. Invoicing

- The default method of invoicing for all Funding Requests (FRN) created as a result of this RFP will be the Form 474 Service Provider invoice (SPI) unless the applicant explicitly requests Form 472 Billed Entity Applicant Reimbursement method.

    - The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider invoice (SPI). The maximum percentage the applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Funding Commitment Decision Letter (FCDL) and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision letter from the SLD and submission, certification and USAC approval of Form 486, the applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval.

    - All Service Provider invoicing to USAC must be completed within 90 days from the last day of service in accordance with § 54.2001. Should the Service Provider fail to

[2] https://docs.fcc.gov/public/attachments/DOC-408937A1.pdf

invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share. Service Providers shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.[3]

- Within one (1) week of award, the awarded Service Provider will provide the Applicant with a bill of materials suitable for the Form 471 item 21 attachment. Approval for any deviation from the item 21 attachment must be obtained from the Applicant. Subsequent schedules of values and invoices for each site must match Item 21 attachment or subsequent service substitutions.

14. Service Provider Responsibilities

- The agreement herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Library Program.
- The applicant requires that Service Providers make themselves thoroughly familiar with any rules or regulations regarding the FCC Cybersecurity Pilot program.[4]
- Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- Service Providers are responsible for providing a valid Service Provider Identification Number (SPIN) at the time the RFP is submitted.[5]
- Service Providers are responsible for providing a valid Federal Communications Commissions (FCC) Registration Number at the time the RFP is submitted[6].
- Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential offeror found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red-Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-Rate discounts in a timely manner which would cause harm to the Applicant.[7]
- Products and services must be delivered before billing can commence. At no time shall the Service Provider invoice before July 1, 2025.
- Prices must be held firm for the duration of the associated Cybersecurity Funding Year(s) or until all work associated with the project is complete (including any contracts and USAC approved extensions)
- In the event of questions during a Cybersecurity pre-commitment review, post commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.

---

[3] https://docs.fcc.gov/public/attachments/FCC-24-63A1.pdf

[4] https://docs.fcc.gov/public/attachments/FCC-24-63A1.pdf

[5] https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

[6] https://apps.fcc.gov/cores/publicHome.do

[7] https://www.fcc.gov/general/red-light-frequently-asked-questions

- No change in the products and/or services specified in this document orders will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitution.

- The Service Provider acknowledges that all pricing and technology infrastructure information in its proposal shall be considered as public and non-confidential pursuant to 47 CFR §54.504 (2) (i) (ii)
- The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to

  §54.511 (b). Should it not be the lowest corresponding price, the Service Provider must disclose the conditions leading to the applicant being charged more than the lowest corresponding price.
- This offer is in full compliance with USAC's Free Services Advisory. There are no free services that would predict an artificial discount and preclude the applicant from paying its proportionate non- discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it. The service providers are prohibited from offering gifts or anything of value to Pilot participants (schools, libraries, or consortia). This includes free cybersecurity services or equipment offered outside of the competitive bidding process. Any free item or discounted service must be **clearly disclosed** in the procurement or invoicing process.
- The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC.
- The contract must provide cancellation of services without financial penalties if a school is closed. Applicant may cancel services to a school without penalties after a 30-day notice to Service Provider.
- Goods and services provided shall be clearly designated as "Cybersecurity Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per FCC/USAC guidelines.
- Any proposal submitted in response to this request must be compliant with the FCC's Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See https://www.fcc.gov/supplychain/coveredlist By submitting a response, vendors are certifying compliance with FCC 19-121. In June of 2024, the Commerce Department added Kaspersky Lab prohibited companies on the Covered List.[8]
- Within one (1) week of award, the awarded Service Provider must provide the Applicant with a bill of materials using

  the most currently available "Bulk Upload Template" located at https://www.usac.org/e-rate/applicant- process/applying-for-discounts/fcc-form-471-filing/. Subsequent schedules of values and invoices for must match the Bulk Upload Template or subsequent service substitutions.

[8] https://www.usac.org/wp-content/uploads/e-rate/documents/cyber_pilot/webinar_slides/Service-Provider-Webinar_CBRFINAL.pdf

Scope of Work

The District is requesting proposals Multi-factor Authentication (MFA) Technical Solution for a period of three (3) years. Services will be delivered to Waco Independent School District at 501 Franklin Avenue, Waco, TX 76701.

Summary of Proposed Services should include the following:

Authentication Methods
- Must support multiple authentication methods, including but not limited to: - Push notifications via mobile app
- Time-based One-Time Passwords (TOTP)
- SMS and voice call authentication

Integration & Compatibility
- Must integrate with the following systems and services: - On Prem Active Directory/Microsoft Entra ID
- Google Workspace authentication
- Windows and macOS endpoints for workstation login protection
- VPN solutions (Palo Alto GlobalProtect)
- Remote Desktop Protocol (RDP) authentication
- Web-based applications (e.g., Learning Management Systems, administrative portals, etc.)

User Enrollment & Management
- Must support self-service enrollment and management for users.
- Must offer bulk enrollment options for IT administrators.
- Must integrate with existing Active Directory, LDAP, and Google Workspace user directories for automated provisioning and deprovisioning.
- Should support role-based and group-based policies for enforcing MFA requirements.
- Must provide a low-friction authentication experience with minimal user disruption.
- Should allow for offline authentication options for scenarios where users have no internet access.
- Must be compatible with a wide range of devices, including iOS, Android, Windows, macOS, and Linux.

Security & Compliance
- Must comply with industry security standards
- Must support encryption of authentication data both in transit and at rest.
- Must include protections against phishing and man-in-the-middle (MITM) attacks.
- Should provide adaptive authentication based on risk factors such as location, device, and login behavior.

Policy & Customization
- Must support customizable MFA policies
- Must allow IT administrators to enforce MFA selectively for different user groups or access scenarios.
- Should support time-based or temporary access exemptions for emergency situations.

Logging & Reporting
- Must provide detailed logging of authentication events, including successful and failed attempts.
- Must integrate with SIEM solutions for centralized log collection and analysis.
- Should provide customizable dashboards and reports for auditing and compliance.
- Must offer real-time monitoring and alerting for suspicious login activity.

Cost Considerations
- Must include pricing for 150 users

Proposal Response:

The proposer shall upload all the following documents under "Response Attachments" section in the order listed, preferably into one (1) uploaded file.

- RFP Pricing Sheets
- Representations and Certifications
- Form 1295 interested Parties
- Federal Document
- Conflict of Interest
- W-9

Evaluation Criteria:

In determining this bid award, the district may consider (Education Code requirements):

Evaluation Criteria:	**Max Points**
Price of Cybersecurity eligible products & services	40
Experience doing this type of business	5
Experience doing business with other Texas school districts	10
Based on external references	15
Extent on which the goods and services meet the district's needs	30
Total:	100

In this bid document the Waco ISD has asked for specific information to assist the district in evaluating this bid. The bid evaluation will be based on the evaluation criteria listed above

Award:
This Solicitation must remain open for acceptance for a period of at least ninety (90) days. It is the intent of the District to award this bid at the June 2025, Board of Trustee Meeting.

Contract Term:
Bidder must clearly define contract terms for all pricing submitted. A contract entered into as a result of an award by the District under this Solicitation must be available to begin providing goods and/or services starting on July 1, 2025, and continue to be valid for a three-year term, expiring on June 30, 2028. "The applicant will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-Rate "program year" or an extended service end date for an E-Rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission (FCC) and/or the Universal Service Administrative Company (USAC)."

Late Proposals: The District is not responsible for late proposals. The District's online bidding site will automatically close the bid at the designated date and time, allowing no submission past that time.

Proposal Cost:
The District will not be liable for any cost not listed in the bid response.

Ethics:
The proposer shall not offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the District.

Liability and Reserved Rights:
By submitting a bid, each bidder agrees to waive any claim it has against the district, and its respective employees arising out of in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents, or the contract documents, acceptance or rejection of any bids; and award of the contract.

The District reserves the right, at its sole discretion, to reject any and all bids, or any part thereof, that it receives as a result of this request for proposal. The District also reserves the right to waive informalities, technicalities and minor irregularities in those bids received, and retains the right to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the District. The District will, at its discretion, award a contract to the most favorable responsible bidder(s) submitted in accordance with the requirements of the Bid Documents, submitting the best response that complies with the terms of this packet which the District believes is in the best interest of the District and best value to the district and which may not represent the lowest prices submitted.

By execution and submission of this bid, the bidder hereby represents and warrants to the district as follows: "The bidder has read and understands the bid documents and therefore made in accordance with those documents." The General Terms and Conditions are an integral part of this bid.

This bid must remain open for acceptance for a period of ninety (90) days.
Please note that on any company contract that the district may be asked to sign, the venue shall be McLennan County and the governing law shall be that of the State of Texas. The WISD can only indemnify up to the amount allowed by law and we cannot agree to the use of arbitration in resolving conflicts.

This Bid does not obligate the Waco ISD to award a contract or to pay costs incurred in the preparation or submittal of any offer. The District is not liable for any costs incurred by the vendor prior to the issuance of any agreements, contracts, or purchase orders, and will not pay for information solicited or obtained in response to this RFP. The information obtained will be utilized solely to determine the suitability of the products or services offered. Subsequent procurement, if any, will be in accordance with appropriate rules and regulations.

This document does not commit the District to pay any cost incurred in the preparation or submission of any proposal or to procure or contract for any services. The District reserves the right to amend this document by an addendum issued up to the date set for receipt of proposals. Changes to this bid, prior to opening, may be made in the form of an addendum. Addendums will be posted to the District's website at https://wisdebid.ionwave.net If revisions are of such a magnitude to warrant, in the District's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Contract Changes:
No verbal agreement or conversation with any officer, agent or employee of the District either before or after the execution of the contract resulting from the document or follow-up negotiations shall affect or modify any of the terms or obligations contained in the written contract resulting from the RFP. No alterations to the terms and conditions of the contract shall be valid or binding unless made in writing and signed by the Purchasing Agent and an authorized contractor representative.

Use of District Documents:
Proposals must be submitted on District forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent of the District. Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any proposal submitted in altered form shall result in rejection of such proposal at the option of the District.

Questions & Contestation:
There are no other specifications other than what is included in this package besides what has been provided as attachments (if any) on the online e-bidding website. All questions and answers are posted to the online site under the Questions Portal **https://wisdebid.ionwave.net** In addition, all addendums will also be posted online. It is the vendors' responsibility to review the online e-bidding site to ensure that they have received all addendums issued for this bid, as well as viewed all questions and answers which have been posted. Vendors finding errors, omissions, or corrections that need to be made to the specifications shall contact the District as soon as possible before the bid is due.

Contest:

Anyone wishing to contest a recommendation for award of Bid(s) and/or to present additional information relevant to the Bid, will be required to complete a special form stating the reason(s) for information relevant to the Bid award. The completed form shall be filed with the Director of Purchasing no less than four (4) hours prior to the meeting of the Board of Trustees. The vendor may not inject new information other than that presented on the input form. Vendor must contact Director of Purchasing Department to receive this form.

*******THIS DISTRICT HAS IMPLEMENTED A "NO CONTACT" PROCEDURE DURING THE BIDDING PROCESS. THIS MEANS THAT FROM THE DATE THE BID IS ISSUED UNTIL THE DATE THE BID IS AWARDED BY THE BOARD, THERE SHALL BE NO CONTACT BY ANY VENDOR TO ANY DISTRICT EMPLOYEE (EXCLUDING THE PURCHASING DEPARTMENT EMPLOYEES) OR BOARD MEMBER IN RELATION TO THIS BID, UNLESS AUTHORIZED BY THE DIRECTOR OF PURCHASING*******

Bid Submittal Sheet

Vendor Name: ______________________________
Purchase Order Address: ______________________________
Contact Name: ______________________________
Contact's Phone #: ______________________________
Fax number: ______________________________
Vendor SPIN #: ______________________________
Contact's E-Mail Address: ______________________________
Primary Scope of Business: ______________________________
____

REFERENCES

Vendor must submit a minimum of four (4) references. *It is preferred that references be from school districts located in the State of Texas*

Name		*Contact Name*	
Email Address		*Phone #*	
Name		*Contact Name*	
Email Address		*Phone #*	
Name		*Contact Name*	
Email Address		*Phone #*	
Name		*Contact Name*	
Email Address		*Phone #*	

RFP # 25-1282 Multi-factor Authentication (MFA)
Pricing Sheet

Multi-factor Authentication (MFA) Technical Solution

Rate for three (3) Year Period $____________________

*Please refer to page 7 for additional details

Original signature of person authorized by company to submit bids and negotiate contracts is required below. Signature acknowledges review of our e-bidding program for the issuance of anyrelated addenda:

Signature: ___________________________________

Printed Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

REPRESENTATIONS AND CERTIFICATIONS FORM

Please review the below representations and certifications carefully and fill out any additional information as requested. By making this submission and signing below, the undersigned represents and certifies as follows:

1. Vendor is not indebted to Waco ISD. Indebtedness to the District may constitute basis for non-award and/or cancellation of any award.

2. Vendor is not under any suspension or debarment that would preclude the vendor from receiving a federally and/or state funded contract.

3. Vendor (except for publicly held corporations) or its owner or operator has not been convicted of a felony, except as disclosed below as required by Texas Education Code Section 44.034. Failure to provide notice as required or misrepresenting the conduct resulting in the conviction may result in termination of any awarded contract at the District's discretion.

   Name of Felon(s):____
   General Description of Conduct Resulting in Felony Conviction(s): ________________________
   ____

4. Vendor has not prepared this submission in collusion (i.e., an agreement between two or more parties to deceive the District or defraud the District of its rights) with any other vendor, District board member, or District employee, and the contents of this submission as to prices, quality of product, quantity of product, terms and/or conditions, etc. have not been communicated by the undersigned or by any other employee, agent, representative and/or officer of the vendor to any other person engaged in this type of business prior to the official opening of this submission for the intent or purpose of collusion.

5. No District employee will have a direct financial interest in any contract the vendor may enter into with the District as a result of an award made under this Solicitation, including, but not limited to, in the sale of any land, equipment, supplies, materials or service. Any violation of this requirement will render the contract null and void, unless such contract is approved by the Waco ISD Board of Trustees after full disclosure is made below.

   Name of District employee(s): ______________________________________
   Nature of Financial Interest: _______________________________________

6. No employee of the vendor has any financial and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee or trustee of Waco ISD, except as disclosed below.

   Name of Vendor's Employee(s): _____________________________________
   Title: ____
   Name of Waco ISD Employee/Trustee: __________________________________
   Relationship: ____

7. Vendor (or its ultimate parent company or majority owner) is a Texas Resident with its principal place of business in the State of Texas. If vendor is not a Texas Resident, then vendor is a nonresident from the State of ____________________, wherein is located vendor's principal place of business.

8. If vendor is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, vendor certifies that it does not and will not boycott Israel during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of $100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.

9. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not boycott energy companies during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of $100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.

10. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of any contract resulting from this Solicitation. Vendor further certifies that it does not have a written or unwritten internal practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of $100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.

11. Vendor's name is not on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as provided under Texas Government Code Section 2252.152.

12. If an award of a contract as a result of this Solicitation is made and the same constitutes a taxpayer resource transaction as provided under Chapter 2272 of the Texas Government Code, then subject to any exceptions therein, vendor certifies that it is not an abortion provider or an affiliate of an abortion provider. If this provision is violated by vendor, then the contract is voidable by Waco ISD and vendor agrees to indemnify Waco ISD against any action brought by the Office of the Attorney General for a violation of Section 2272.003.

13. In order to obtain and maintain a contract with the District, vendor agrees to abide by all applicable federal, state and local laws, statutes, codes, regulations, guidance, etc., including but not limited to those applicable to contracts that are funded by federal and/or state grants, as provided in the "Provisions for Contracts Awarded Under Federal & State Grants."

14. Vendor has read and understands the requirements of this Solicitation and has therefore submitted true, accurate and complete documents made in accordance with those requirements.

15. Vendor has read, understands and agrees to the "General Terms and Conditions" and any "Special Terms and Conditions" (if applicable) enclosed with this Solicitation. Vendor understands and agrees that these General and/or Special Terms and Conditions govern the relationship between the District and vendor and are hereby made an integral part of this Solicitation, any submission made under this Solicitation, and any contract entered into by and between the District and vendor as a result of an award made under this Solicitation. These General and/or Special Terms and Conditions take precedence and prevail over any conflicting terms and conditions unless specifically identified and such changes are signed by both parties.

By signing below, the undersigned certifies that he/she is a duly authorized agent, representative or officer of the vendor, with the authority and capacity to make this submission and enter into and execute binding contracts on behalf of the vendor, and declares under penalty of perjury that the foregoing representations and certifications are true and correct.

Vendor Name:____
Address/City/State/Zip:__________________________________
Phone #/Fax #:_______________________________________
E-Mail Address:______________________________________
Primary Scope of Business:________________________________

Submitter's Name:_____________________________________
Submitter's Title:______________________________________
Submitter's Signature:___________________________________
Date:____

Interested Parties

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, notarized, and attached to proposal response)

The Waco ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits the Waco ISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the Waco ISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

"Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. Tex. Gov't Code § 2252.908(1).

"Interested Party" means a person:

a who has a controlling interest in a business entity with whom the Waco ISD contracts; or

b who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. Tex. Gov't Code § 2252.908(3).

"Controlling interest" means:

a an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;

a membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or

c service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Tex. Ethics Comm. Rule 46.3(c).

"Intermediary" means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

a receives compensation from the business entity for the person's participation;

a communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

c is not an employee of the business entity. Tex. Ethics Comm. Rule 46.3(e).

As a "business entity," all vendors must:

complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://prd.tecprd.ethicsefile.com/TECCertInt/pages/login/certLogin.jsf

All vendors must complete Form 1295, even if no interested parties exist

In Section 2, insert "Waco Independent School District"

In Section 3, insert the Waco ISD RFP # for this proposal

print a copy of the completed form (make sure that it has a computer-generated certification number in the "Office Use Only" box)

have an authorized agent of the business entity **sign the form**

submit the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal response**

The Waco ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After the Waco ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from the Waco ISD.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ______

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ______

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ______

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** **Date**

General Instructions

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

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

What's New

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

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

Purpose of Form

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

GENERAL TERMS AND CONDITIONS

The following Terms and Conditions shall apply to this Solicitation, any submission made under this Solicitation, and any contract entered into by and between the District and vendor as a result of an award made under this Solicitation.

1. **Submission.** Submissions must be made according to the instructions provided in the Solicitation.
   a. *Format.* Submissions must be made on forms or in the format provided by the District. No alteration to the District's forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent by the District. Reproduction of the District's documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any submission made in altered form shall result in rejection of such submission at the option of the District. All prices and quotations must be typed or written in ink. Submissions written in pencil will not be accepted. Mistakes may be crossed out and corrections may be inserted with the initials of the vendor's authorized representative.
   b. *Electronic Submission.* If the Solicitation's instructions provide that submission must be made electronically, then submissions must be made online at https://wisdebid.ionwave.net.
   c. *Hard Copy Submission.* If the Solicitation's instructions provide for non-electronic submissions, please return the original signed submission in a sealed envelope, clearly marked with the vendor's name, Solicitation number and opening date and time. Hard copies of submissions may be hand delivered to 501 Franklin Avenue, Suite 401, Waco, Texas 76701 or mailed to P.O. Box 27, Waco, Texas 76703.
   d. It shall be the sole responsibility of the vendor to ensure that complete submissions are received through the appropriate medium on or before the deadline provided in the instructions. Submissions made by telegram, facsimile or e-mail will not be accepted unless specified in the Solicitation's instructions. Submissions received after the date and time specified in the instructions will not be accepted. Submissions received without proper signatures or without all required documents will not be considered.

2. **Cost.** The District will not be liable for any costs not listed in the vendor's submission.

3. **Unit Price.** Unit prices should be extended in submissions. The unit price will prevail in the event of resolution of mathematical errors in extension or totals.

4. **Discounts.** Vendors are encouraged to offer discounts for quantity buys, timeliness of buys, and/or prompt payment incentives as "value-adds." Discounts will be applied to submission prices(s) and will be considered in the evaluation criteria for recommendation of an award.

5. **All-or-None Combination Prices.** The District will not accept or consider "all-or-none" combination prices for any submission, which is explicitly not solicited by the District in this Solicitation. In the event the District determines in its sole discretion that select items in a submission may be combined for the purpose of making an award, the District will request a total price for said combined items.

6. **Freight Charges and Delivery.** Unless otherwise indicated, prices in vendor submissions must include delivery inside the Waco ISD warehouse or to the school/department placing the order. All freight shall be prepaid. Deliveries shall be made during the District's normal 8:00 A.M. to 5:00 P.M. working hours, unless prior approval has been granted by the ordering department or school.

7. **Invoices.** Invoices provided by vendor must include a list of the goods and/or services provided, dates on which the goods and/or services are provided, and location(s) where the goods and/or services were provided during the billing period.

8. **Payment Terms.** Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever occurs later, unless a prompt payment discount is offered and agreed to by the District.

9. **Taxes.** Vendor must exclude Federal and State sales and ad valorem taxes in its submission. In the event that a vendor is or subsequently becomes delinquent in the payment of its school ad valorem taxes, such fact shall constitute grounds for rejection of the submission or for cancellation of the contract if vendor has been awarded a contract. However, the District reserves the right, in its sole discretion, to deduct any amounts owed for delinquent taxes from payments that the District may owe to the delinquent vendor as a result of such contract.

10. **Time.** Time is of the essence. Vendor agrees to perform all obligations, deliver goods, and/or render services set forth herein.

11. **Purchase Order.** A vendor awarded a contract by the District shall not begin providing services or delivering goods without an authorized purchase order. All purchase commitments shall be on a properly drawn and issued purchase order. Purchases without a properly drawn and issued purchase order will not be honored by the District. The purchase order will list authorized personnel. Purchases will be mailed, faxed or phoned in (purchase order number will be

provided). Unless otherwise specified, orders will be completed no later than 30 days after the receipt of the purchase order. Items not delivered within this period will be subject to cancellation by the District.

12. **Samples.** Upon request, a properly tagged sample shall be submitted by each vendor before the time of submission opening at the location provided. The sample shall be provided to the District at no cost. The tag on the sample shall indicate the item number, the name of the vendor submitting the sample, and the Request for Proposal or Bid number. Samples for evaluation purposes must be provided at no cost or obligation to the District. Samples, if not destroyed in examination, will be returned to the vendor upon request, at the vendor's expense. Do not enclose or attach vendor's submission to the sample.

13. **Production Specifications.** Vendor must specify the make and/or model of a product even if the vendor is submitting the brand specified in the Solicitation and even if submitting a product as "equal." The vendor shall not indicate solely "as specified" or "equal" to be in compliance with the requirements of these Terms and Conditions.

14. **Substitutions.** The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "NO SUBSTITUTE" or similar language is specified. The naming of a particular brand is not intended to limit competition. The brand named in the specifications is known to meet all requirements and expectations of Waco ISD for that particular item. However, the District reserves the right to approve an alternate brand that is submitted as an equivalent. On all such submissions, the vendor shall indicate clearly the product being submitted, and shall supply sufficient data on its own letterhead to enable an intelligent and equitable comparison to be made with the particular brand or manufacturer specified. It is the vendor's responsibility to provide specification sheets for items submitted as "or equal." If an item is submitted as an "approved equal," it shall be the sole discretion of Waco ISD to determine if an item is truly an equal to the named brand. Substitutes on discontinued equipment must be approved by the Director of Business Services prior to shipment. Substituted equipment must meet or exceed the specifications of the equipment originally offered.

15. **Deviation from Specifications.** All deviations from specifications must be noted in detail by the vendor, in writing, at the time of the vendor's submission. The absence of a written list of specification deviations at the time of vendor's submission will hold the vendor strictly accountable to the District to the specifications as written. Any deviations from the specifications as instructed that are not submitted as required may constitute grounds for rejection of the material or item at any time.

16. **Good Faith Compliance with Specifications.** The vendor shall abide by and comply with the true intent of the specifications in the Solicitation and not take advantage of any unintentional error(s) or omission(s).

17. **Special Conditions or Qualifications.** Any special conditions or qualifications concerning price, quantities, delivery, etc. of items submitted must be noted in the vendor's submission.

18. **Right of Inspection.** The District has the right to inspect goods at delivery before accepting them. If the District is not able to inspect the goods at the time of the delivery, the District has the right to inspect and approve the goods within a reasonable time period after delivery is made. If specifications are not met, goods may be returned at the vendor's expense and at the vendor's risk for all damages incidental to the rejection. Payment by the District shall not constitute an acceptance of goods nor impair the District's right to inspect the goods or enforce any other remedies available to the District at law or in equity.

19. **Vendor's Expertise.** By making a submission to the District under this Solicitation, the vendor represents that he/she/it is knowledgeable in the goods and/or services being offered, including historical, current and future market conditions and that the District can rely on this representation.

20. **Quantities.** The quantities requested in the specifications are estimated based on the District's projected use and need. It is specifically understood and agreed that these quantities are approximate figures only and shall in no way obligate the District to purchase those quantities. An increase or decrease in any quantities specified will be adjusted in the submission amount based upon the unit price quoted by the vendor for said item. It is further understood that the vendor shall not have any claim against Waco ISD for quantities less than the estimated amount.

21. **Deduction of Damages from Price.** If vendor fails to deliver the quality and/or quantity of items on which an award is made by the promised delivery date at the prices specified in their submission, the District reserves the right to purchase the specified items elsewhere and vendor agrees to allow the District to deduct the difference in price and cost of handling, if any, from vendor's pending invoices, as permitted under Article II of the Uniform Commercial Code.

22. **Submission Errors.** All submissions shall be deemed final, conclusive, and irrevocable, and no submission shall be subject to correction or amended for errors or miscalculations by the vendor after the submission opening date and time, unless agreed to in writing by the District.

23. **Ambiguity.** In case of ambiguity or lack of clarity, the District reserves the right to consider the most advantageous construction thereof, or to reject the submission.

24. **Withdrawal of Submission.** No submission may be withdrawn for a period of 90 days after the submission opening has taken place, except by the written, mutual consent of the District and vendor. However, submissions may be withdrawn upon providing written notice to the District before the due date established for receipt of submissions. It shall be the sole responsibility of the vendor to ensure said written notice is timely received by the District.

25. **District's Discretionary Authority.** The District reserves the right, in its sole discretion, to take any action deemed in the best interests of the District, including but not limited to, the following: to accept and/or reject any and all submissions, or any part thereof; to waive any informalities, technicalities and/or irregularities in submissions received; to increase or decrease any quantities specified in the Solicitation; to negotiate any and all terms and conditions with vendors; to accept and/or reject each item separately or as a whole; to negotiate separately with any source whatsoever, in any manner necessary; to purchase in total from one vendor or divide the purchase by selection of various items from multiple vendors; to alter the timeline upon providing notice of the alteration; and to reissue the Solicitation (i.e. RFP, IFB, RFO, RFQ, bid, etc.). The District may, in its discretion, award a contract to the most favorable and/or responsible vendor(s) submitted in accordance with the requirements of the Solicitation based on a determination by the District that it is in the best interest of the District and provides the best value to the District, although it may not necessarily represent the lowest prices submitted.

26. **Acceptance by District.** No award of a contract shall be valid, and no contract is created or binding, until approved by the District's appropriate approval authority.

27. **Mail.** Vendors who respond to this Solicitation with either a formal submission or a notice of no submission will remain on our mailing list. Vendors making no response at all may be removed from our mailing list. Vendors are responsible for notifying the District in writing of a change in their address or telephone number. The District is not responsible for failing to mail a vendor a solicitation or for undelivered or misdirected mail.

28. **No Contact.** The District has implemented a "no contact" procedure during the Solicitation process. Accordingly, from the date the Solicitation is issued until the date an award is made by the District's Board of Trustees, there shall be no contact by any vendor to any District employee (excluding the Director and staff of the Business Services Department) or board member in relation to this Solicitation, unless authorized by the District's Director of Business Services.

29. **Ethics.** Vendor shall not offer gifts or anything of value or enter into any business arrangement with any District trustee, officer, employee or agent.

30. **Equal Employment Opportunity.** Waco ISD does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, age, national origin, disability, political belief, or religion in providing education services, activities or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination of any form, including but not limited to on the basis of race, sex, age, religion, color, national origin or disability. Thus, during the performance of any contract awarded, vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, age, national origin, disability, political belief, or religion, except where it is a bona fide occupational qualification reasonably necessary to the normal operations of the vendor. Vendor agrees to post notices setting forth the provisions of this non-discrimination clause in conspicuous places that are accessible and available to employees and applicants for employment. Vendor, in all solicitations or advertisements for employees placed by or on behalf of vendor, will state that vendor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section. Vendor shall include the provisions of the foregoing in every subcontract or purchase order over $10,000.00, making these provisions binding upon each subcontractor or third-party vendor.

31. **Sexual Harassment Prohibited.** Sexual harassment or sexual misconduct with District employees or students is strictly forbidden and is subject to disciplinary action.

32. **Safety.** All vendors and subcontractors performing services for the District are required to comply with all federal, state and local safety laws and regulations, including but not limited to the Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards. All vendors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under the contract.

33. **Environment of the District.** The District is a tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the vendor to ensure that employees, agents, subcontractors, etc. of the vendor refrain from being under the influence and/or in possession of firearms, illegal drugs, tobacco, and alcoholic beverages while performing duties in accordance with the contract.

34. **Warranties.** The products, goods, and/or services furnished under the contract shall be covered by the most favorable commercial warranties available to any customer for the same or similar products, goods and/or services. Vendor further warrants that the prompt payment discount terms, distribution allowance, quality and performance of products and/or services, prices, product/services warranty, and any other conditions and provisions offered in vendor's submission are the same or better than those offered to the vendor's most favored customer.

35. **Out of State Vendors.** The "Reciprocity Rule" applies. Vendors whose principal place of business is located in a state which gives preference to its residents are subject to the same restrictions when submitting an offer with the District.

36. **Advertising.** Vendor shall not advertise or publish, without the District's prior written consent, the fact that the District has entered into any contract as a result of an award made under this Solicitation, except to the extent necessary to comply with valid requests for information from an authorized representative of the federal, state, or local government.

37. **Right to Assurance.** Should the District have a good faith basis to question the vendor's intent to perform, the District may demand that the vendor give written assurance of their intent to perform. In the event that such a demand is made and no assurance is given within five (5) calendar days, the District may treat this failure as anticipatory repudiation of the contract.

38. **Audit.** The District reserves the right to audit the books of the awarded vendor in regards to a contract awarded under this Solicitation and all supporting documentation surrounding said contract.

39. **Criminal History Records.** In accordance with Section 22.083 of the Texas Education Code, the District may obtain from any law enforcement agency, criminal justice agency, the department or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act all criminal history record information that relates to a person who is an employee of an entity that contracts with the District if that individual's duties are or will be performed on school property or at another location where students are regularly present.

40. **Records Retention.** In accordance with Chapter 552 of the Texas Government Code wherein lies the Texas Public Information Act, if an awarded contract is valued at one million dollars ($1,000,000) or more in a fiscal year for the purchase of goods or services by the District and if the such expenditure will be funded by public funds, the vendor must preserve all contracting information related to a contract awarded by this Solicitation for the duration of the contract term pursuant to the District's records retention requirements, promptly provide contracting information upon request made by the District, and upon completion of the contract either provide the District all contracting information related to the contract at no cost to the District or continue to preserve all contracting information pursuant to the District's records retention requirements. The District's records retention policy will vary based on the type of goods and/or services contract entered into and can be determined by contacting the District's records management department. Upon written request by the District to the vendor to provide requested information, the vendor shall have five (5) business days to provide the District with the requested information. If the vendor fails to provide the requested information, the District shall notify the vendor in writing and allow ten (10) business days to cure the violation. The District may terminate a contract with the vendor if it determines that the vendor knowingly and intentionally failed to timely cure the violation and failed to take adequate steps to ensure future compliance, absent an exception.

41. **Non-Appropriation of Funds.** Should the District not have sufficient funds appropriated for the purchase of the goods and/or services mentioned in this submission and after timely notification is provided to the vendor, the District is fully and expressly released from all obligations under this contract and any incidental contracts hereto.

42. **Collaborative Contract Management.** Waco ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA/txctpa.org), an alliance of over forty school districts in Texas representing over a million 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. In support of this collaborative effort, all awards made by Waco ISD 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 to do so. 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. 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.

43. **Software Remote Access.** Vendor shall not install a remote access or backdoor into vendor's systems during its analysis of the District's system or at any other time. Vendor will remove remote access or backdoor from third party software to be used by the vendor or District.

44. **Workers' Compensation.** The District will not provide workers' compensation coverage to the vendor. All of

vendor's employees, subcontractors, agents, representatives, etc. who will provide goods and/or services to the District must be covered by workers' compensation coverage for the duration of the Contract. The coverage must be based on proper reporting of classification codes and payroll amounts and all coverage agreements must be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the vendor to administrative, criminal or civil penalties or other civil actions.

45. **Independent Contractor Relationship.** In any resulting contract, vendor is being engaged as an independent contractor and the District shall have no responsibility or obligation to provide transportation, insurance, workers' compensation, or employee benefits normally associated with employee status. Vendors covenants and agrees to conduct itself consistent with independent contractor status and it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the District. Vendor will disclose to the District any relationship that could be construed as a conflict of interest or potential conflict of interest or otherwise prejudice in any way the independent relationship of the District and the vendor.

46. **Effective Date.** The effective date of the contract, if any, is the date that the award is approved by Waco ISD's Board of Trustees or designated representative. In some cases, the effective date and the date for start of services may be separated by several weeks and/or months.

47. **Amendment**. No verbal agreement or conversation with any officer, representative, agent or employee of the District either before or after the execution of a contract resulting from vendor's submission in response to this Solicitation or follow-up negotiations shall affect, amend or modify any of these Terms and Conditions or any other terms and conditions contained in any written contract resulting from this Solicitation. No alterations, modifications or amendments to the terms and conditions of any contract entered into as a result of this submission shall be valid or binding unless made in writing and signed by the District's Director of Business Services or his/her authorized designee and an authorized vendor representative.

48. **Assignment.** No assignment or transfer of this submission, in whole or in part, to any other party shall be allowed unless the vendor to whom an award is made provides written request to and receives written approval from the District's Director of Business Services or his/her authorized designee. Written approval must be requested and received prior to any assignment or transfer. In the event the vendor fails to comply with this provision, the District may take any action(s) to require compliance or take any other measures deemed appropriate.

49. **Remedies for Non-Performance.** If at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, (i.e., delays, defaults, non-performance, etc.), then the District reserves the right to employ any remedy allowed by the contract, in law, in equity, or by the Uniform Commercial Code (UCC) including, but not limited to, to purchase on the open market and charge the vendor the difference between the contract and actual purchase price and/or terminate the contract within ten (10) days written notification.

50. **Liquidated Damages.** If the vendor receiving an award under this Solicitation fails to deliver or defaults on the contract within the time specified in the contract, the vendor shall pay (or have withheld from payments due), at the option of the District as liquidated damages as follows: for goods the vendor shall pay $300, or the amount identified elsewhere in the Solicitation and/or contract, per line item of the purchase order that is delinquent, whichever is greater, and for services the vendor shall pay $15,000, or the amount identified elsewhere in the Solicitation and/or contract for the defaulted services, whichever is greater.

51. **Termination/Cancellation.** Any contract awarded as a result of this Solicitation may be terminated or cancelled under the following circumstances:
    a. The District may cancel or terminate the contract for convenience upon providing a 30-day written notice to the vendor.
    b. The District may terminate the contract during the term of the contract if, at the expiration of each District budget period, funds are not adequately appropriated for payment under the contract.
    c. Good and/or services under the contract may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which the delivery of goods and/or performance of services is terminated and the date upon which the termination becomes effective. This right of termination is in addition to and not in lieu of the District's right to cancel undelivered goods or services under the contract.
    d. The District may cancel all or any part of the undelivered goods or services of the contract for cause if the vendor breaches any of the terms of the contract, including, but not limited to, non-performance by the vendor, warranties of the vendor, if the vendor becomes insolvent, or if the vendor begins bankruptcy or reorganization proceedings. The District's rights of termination or cancellation are in addition to other remedies the District may have in law or equity.
    e. The District may cancel or terminate all or any part of the contract for cause if a vendor fails to meet applicable federal, state or local laws as required.

The Should the District terminate all or any part of the contract for cause, vendor shall be liable to the District for its damages, including but not limited to actual damages, exemplary damages, liquidated damages, specific performance, reasonable attorney's fees, court costs, and any other remedies available to the District at law or in equity.

52. **Title & Risk of Loss.** The title and risk of loss of goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.

53. **Force Majeure.** The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its own fault or negligence.

54. **Liability & Waiver of Claims.** By making a submission under this Solicitation, the vendor agrees to waive any claim it has or may have against the District, its trustees, officers, employees, representatives, agents and attorneys arising out of or in connection with the administration, evaluation, or recommendation of any submission, waiver of any requirements under the submission documents, waiver of any requirements under the contract documents, acceptance or rejection of any submissions, and award of any contracts.

55. **Indemnification.** Vendor agrees to indemnify, defend, and hold the District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts of omissions of the vendor, the vendor's contractors or any agents, employees, or suppliers of vendor's contractors in the execution of or performance of any contract that is based on or related to the goods and/or services sold or used by the vendor in connection with this award or any contract entered into as a result of this award. Vendor agrees to indemnify, defend, and hold harmless the District, its officers, directors, trustees, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees, for damages arising out of or in connection with the vendor's negligence and/or intentional acts in providing the goods and/or services furnished in any contract based on a result of this award. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at the District's expense.

56. **Waiver.** No claim or right arising out of a breach of the contract by the vendor shall be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or enunciation is supported by consideration and in writing signed by the District.

57. **Severability.** In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the remainder of the contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

58. **Applicable Law and Venue.** Any contract entered into as a result of an award made to a vendor under this Solicitation shall be governed by the laws of the State of Texas and Uniform Commercial Code as applicable and as adopted and amended from time to time by the Texas Legislature. Both parties agree that the venue for any litigation arising out of any contract entered into as a result of this award shall lie in Waco, McLennan County, Texas. The District does not agree to the use of arbitration in resolving any conflicts and such a term in any contract entered into as a result of an award made under this Solicitation will be deemed voidable and stricken by the making of this submission.

59. **Attorneys' Fees.** A resulting award from this submission constitutes a contract between the District and the awarded vendor. The prevailing party in an action, whether in state or federal court, to enforce or interpret the contract or any disputes related thereto is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any other rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.

60. **Governance.** The contents of this Solicitation, the vendor's submission in response to this Solicitation, these General Terms and Conditions, and any applicable Special Terms and Conditions will become part of any contract awarded and govern the relationship between the District and vendor.

PROVISIONS FOR CONTRACTS AWARDED UNDER FEDERAL & STATE GRANTS

All contracts awarded under federal and state grants must meet federal, state and local requirements. Federal requirements for all such contracts include, but are not limited to, the following:

- Contracts over $10,000 must address termination for cause and for convenience by the District, including the manner by which it will be effected and the basis for settlement.
- Contracts over $150,000 must address administrative, contractual or legal remedies in instances where vendors violate or breach contract terms, and provide for sanctions and penalties in such instances.
- Contracts must include the following:
    - Equal Employment Opportunity clause
    - Davis-Bacon and Related Acts clause for construction contracts, including compliance with prevailing wages.
    - Contract Work Hours and Safety Standards Act clause related to the computation of wages for mechanics and laborers on the basis of a standard work week of 40 hours.
    - Rights to Inventions Made under a Contract or Agreement clause if the federal award meets the definition of "funding agreement."
    - Clean Air Act and Federal Water Pollution Contract Act clauses if the contract is in excess of $150,000
    - Debarment and Suspension clause, which prohibits awarding a contract to a vendor who has been debarred, suspended or otherwise excluded from federal awards.
    - Byrd Anti-Lobbying Amendment clause, which applies to vendors that apply or bid for an award exceeding $100,000 who must file the required certification.
    - Procurement of Recovered Materials clause as provided under 2 CFR § 200.322
- The Buy American Provision for child nutrition purchases under the National School Lunch Act, requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

State requirements for all such contracts include, but are not limited to, the following:

- Receipt by District of Notice of Grant Award (NOGA) from federal/state awarding agency.
- Alignment of contract period to grant period of availability as stated on the NOGA.
- All services must be completed during the effective dates of the contract.
- All services must be invoiced monthly after services are received and paid upon verification of receipt of services (rather than paid lump sum at the beginning of the period of availability before services are rendered).
- The regulations for procurement in 2 CFR §§ 200.318-323 must be followed.
- All professional services provided under the contract will follow the provisions of 2 CFR § 200.459.
- Contract must identify the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- Contract must identify and list only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- Contract must specify that invoice provided by vendor will include list of services provided, dates of services, and location(s) where services were provided during the billing period.

____________________ ____________________

Signature Date