



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
EDGAR Required Documents**

**SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub awards to sub recipients).

Contractors receiving individual awards of \$100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_



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**NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) **does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov't Code Ch. 2270)**

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code 808.00 (1).

**NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, **Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization** – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code 806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

BY SIGNATURE BELOW, I, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

\_\_\_\_\_ Yes, we acknowledge and comply with both the following:

- **NO ISRAEL BOYCOTT CERTIFICATION**
- **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Vendor Name: \_\_\_\_\_

Printed Name of Authorized Company Official: \_\_\_\_\_

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

Date: \_\_\_\_\_



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**CERTIFICATION OF RESIDENCY**

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for HAYS CISD to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident Bidder" refers to a person who is not a resident. "Resident Bidder" refers to a person whose principal place of business is in this state, including a vendor 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 non-resident Bidder unless the nonresident Bidder the lowest proposal submitted by a resident Bidder by an amount that is not less than the amount by which a resident Bidder would be required to under Bid the nonresident Bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting proposal is a resident Bidder:

☐ Yes

☐ No City

and state of Vendor's principal place of business: \_\_\_\_\_

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY  
UNDERUTILIZED BUSINESSES (HUB)**

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Proposal Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating

☐ Yes

☐ No

Vendor certifies that this firm is a HUB (Required by some participating

☐ Yes

☐ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

**I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.**

Contractor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_



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ADDENDUM FOR AGREEMENT FUNDED BY U.S FEDERAL GRANT  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL  
AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by HAYS CISD for any contract resulting from this procurement process.

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

Pursuant to Federal Rule (A) above, when federal funds are expended by HAYS CISD and Hays CISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree to sale by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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- (C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by Hays CISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (D) **All Contractors must comply with all federal, state, and local labor laws including Article 5159a, Vernon's Annotated Revised Civil Statutes of the State of Texas which requires that the contractor pay not less than the Prevailing Wage Scale. Contractors shall comply with all aspects of Article 5159a, Vernon's Civil Statute, including keeping records on each laborer, workman, or mechanic employed for each calendar day or portion. 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 Hays CISD, during the term of an award for all contracts and subgrants for construction or repair, the Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Hays CISD, the Vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 Hays CISD, the Vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal 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 Hays CISD, the Vendor certifies that during the term and after the awarded term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor





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- (J) **Procurement of Recovered Materials – When federal funds are expended by, HAYS CISD 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 Hays CISD, 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? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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

When federal funds are expended by Hays CISD for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**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 Hays CISD, 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? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS  
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Hays CISD 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? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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

When federal funds are expended by Hays CISD 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? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Hays CISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it will either (1) supply HAYS CISD with domestic end products that are in compliance with all applicable provisions of the Buy America Act; or (2) notify Hays CISD that the products it is requesting to be installed is not in compliance with the applicable provisions of the Buy America Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS**

Pursuant to Sections 2252.151-.154 of the Texas Government Code, the 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 under federal law.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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**CERTIFICATION REGARDING CONTRACTING INFORMATION**

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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 HAYS CISD; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by HAYS CISD in a fiscal year of HAYS CISD, 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 HAYS CISD for the duration of the Agreement; (2) promptly provide to HAYS CISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of HAYS CISD; and (3) on completion of the Agreement, either (a) provide at no cost to HAYS CISD 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 HAYS CISD.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor \_\_\_\_\_

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**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.**

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

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_



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**CONFIDENTIALITY DECLARATION FORM**

**INFORMATION SUBMITTED TO HAYS CISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552**

As a governmental body, HAYS CISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to HAYS CISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If HAYS CISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," HAYS CISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that HAYS CISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.02222, "contracting information"<sup>1</sup> is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

- (1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
- (2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key

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<sup>1</sup> "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or proposal documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including proposal tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."



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measures report; (G) a progress report; and (H) a final payment checklist.

HAYS CISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability HAYS CISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or HAYS CISD and determined by HAYS CISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.** Further, even if Vendor marks information as "CONFIDENTIAL," **Vendor expressly agrees that HAYS CISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

Please check **ONLY ONE** of the following options:

- ☐ **Declaration of Confidentiality** – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.
- ☐ **Waiver of Confidentiality** – Vendor **HAS NOT** marked any information contained in its proposal and/or other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to HAYS CISD and that its proposal and all other information—including any pricing information—submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Printed Name of Authorized Officer/Representative of Vendor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
EDGAR Required Documents**

**THIS PAGE MUST BE SIGNED AND COMPLETED WITH YOUR PROPOSAL**

**HAYS CONSOLIDATED SCHOOL DISTRICT ANTITRUST**

**CERTIFICATION STATEMENT**

**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Signature of Company Official Authorizing RFP: \_\_\_\_\_

Printed Name of Company Official: \_\_\_\_\_

Official Position: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**EDGAR Required Documents**

COOPERATIVE NAME	CONTRACT NUMBER	CONTRACT EXPIRATION DATE
<input type="checkbox"/> HCDE (Choice Partners)		
<input type="checkbox"/> TASB (BuyBoard)		
<input type="checkbox"/> The Cooperative Purchasing Network (TCPN)		
<input type="checkbox"/> Houston Galveston Council of Governments Cooperative (H-GAC)		
<input type="checkbox"/> ESC Region 8 Cooperative (TIPS)		
<input type="checkbox"/> ESC Region 5 Cooperative		
<input type="checkbox"/> U.S. Communities		
<input type="checkbox"/> State of Texas (TXMAS)		
<input type="checkbox"/> Department of Information Resources (DIR)		
<input type="checkbox"/> GSA (Schedule 70 and 84 ONLY)		
<input type="checkbox"/> Purchasing Solutions Alliance (PSA)		
<input type="checkbox"/> Santa Fe HAYS CISD (SPA)		
<input type="checkbox"/> State of Texas (TPASS)		
<input type="checkbox"/> National Joint Powers Alliance (NJPA)		
<input type="checkbox"/> None		

**PLEASE SELECT ANY COOPERATIVES YOUR ORGANIZATION IS A PART OF**





## HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT EDGAR Required Documents

The forms at the following link ([https://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](https://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)) must be completed annually and sent to [purchasing@hayscisid.net](mailto:purchasing@hayscisid.net). For purposes of the forms, the officers are listed below.

Dr. Eric Wright  
Superintendent of Schools

### **Board of Trustees**

Mr. Byron Severance  
President

Mr. Johnny Flores  
Vice-President

Mr. Geoff Seibel  
Secretary

Mr. Raul Vela, Jr.

Ms. Courtney Runkle

Ms. Esperanza Orosco

Ms. Vanessa Petrea

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