



Lancaster Independent School District

Dellise Kennedy
Director of Finance

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I. INVITATION TO BID

Bid Title and Bid No.: Food, Catering, and Related Services Catalog– Bid No. 2021.08.02-06

This bid process is being conducted in accordance with TEC §44.031 and Lancaster ISD local Board Policy (CH) Local. Failure to respond to this bid may prevent your company/firm from doing future business with Lancaster ISD in the area of food, catering and related services.

Bid (herein called “bid” or “proposal”) **Opening Date and Time**(submittal deadline): The Official time is kept in the office of the Lancaster ISD Director of Finance.

Opening Date: August 02, 2021

Opening Time: 2:00 P.M.

Upon arrival of the specified deadline, no more bids will be accepted. Qualifying bids will be opened and reviewed in the Lancaster ISD Administration Building at 422 S. Centre Avenue, Lancaster, Texas 75146. A complete list of those who submitted qualifying bids will be furnished on the District's website within three days of the closing of the bid.

Contact: Dellise Kennedy, Director of Finance

Lancaster ISD
422 S. Centre Avenue
Lancaster, Texas 75146

Proposal documents may be viewed and printed by:

Clicking on the following link <https://www.lancasterisd.org/Page/814>. Also, download, print, complete and return with your bid the W-9 Form, which is also located on the Purchasing web page at

<https://www.lancasterisd.org/site/handlers/filedownload.ashx?moduleinstanceid=2829&dataid=2947&FileName=Form%20W-9.pdf>.

If you encounter problems accessing this web site, please contact Dellise Kennedy (972) 218-1416.

The District reserves the right to extend the deadline for submittal by issuing an addendum.

If the vendor is a currently approved vendor with BuyBoard, TCPN, TIPS/TAPS, DIR, NCPA, NJPA or Choice Partners it is not necessary to participate in this request for bids.

II. GENERAL/STANDARD INSTRUCTIONS TO BIDDERS

Bid No. 2021.08.02-06

- 1.0 **GENERAL:** The following instructions by the Lancaster Independent School District are intended to afford all interested Bidders an equal opportunity to participate in the contract.
- 1.1 **SUBMISSION OF BIDS:** Each Bid must be submitted on the Bid forms provided and must be received no later than the date and time specified in the Invitation to Bid. All bids received after the deadline cannot and will not be accepted or given consideration. It shall be the sole responsibility of the bidder to ensure that his/her bid is received at the appropriate destination by the advertised deadline. To be considered as eligible to submit a bid, a Bidder shall have complied with all legal requirements to permit him/her to operate under applicable laws of the State in which the work is to be executed. No Fax or Electronic transmissions will be accepted for consideration. Failure to submit the bid on the provided forms may cause the bid to be considered non-responsive and not be considered.
- 1.2 **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a bid, all bidders shall examine the complete contract documents, including Bid Notice (Invitation to Bid), General/Standard Instructions to Bidders, Special Instructions/Conditions, Contract Specifications, Responsibilities of Bidders, Bidder's Certification and the Bid Response Form, all of which are part of the Bid documents and any resulting contract.
- 1.3 The terms bidder, contractor, proposer, and/or vendor refer to the person/firm that submits the offer to these solicitation documents. The terms LISD, owner, district, and/or government entity refer to Lancaster Independent School District.
- 2.0 **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 60 days after the bid opening has taken place, except for mutual consent of Owner and Bidder, and except that Bids may be withdrawn upon written request received from the bidder prior to the time established for receipt of bids.
- 3.0 **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a bid, all Bidders shall examine the complete contract documents, including the Invitation to Bid, Standard Instructions to Bidders, Special Conditions/Instructions, Contract Specifications, Bidder's Certification, and the Bid Response Form and Required Forms, all of which are part of the Bid documents and any resulting contract.
- 4.0 **ADDENDA:** Answers to all questions, inquiries, and requests for additional information will be issued in the form of Addenda. No verbal responses to questions will be provided by Lancaster ISD personnel. Copies of each addendum will be posted on the district's purchasing web site. It shall be the Bidder's responsibility to check the web site for any addenda that may have been issued. Also, prospective Bidders may, during the Bid period, be advised by addenda of additions, deletions from or changes in the requirements of the contract documents. The owner will not be responsible for the authenticity or correctness of oral interpretations of the contract documents or for information obtained in any other manner than through the media of addenda. Receipt of each addendum shall be considered a part of the contract documents. Failure to acknowledge receipt of addenda issued may invalidate a Bid as incomplete.
- Any questions relating to this bid should be faxed or emailed to the purchasing department no later than July 23, 2021. This is to allow sufficient time to respond to inquiries and provide information to all interested Bidders by Addenda.
- 5.0 **TAXATION:** The Lancaster Independent School District is exempt under the Sales Tax and Use Tax Laws, and the Bidder shall not include such taxes.
- 6.0 **RESERVATIONS AND ANNULMENTS:** The District reserves the right to reject any and/or all bids and to waive any and/or all formalities in the best interests of the District. The District reserves the right to purchase in total from one vendor or divide the purchase by selection of various items from multiple vendors.

- 7.0 SIGNATURE ON BIDS: For the bid to be valid, it must be manually signed in blue or black ink in the blank provided on the Bidder's Certification form by the person authorized to provide the signature. By providing such a signature, the Bidder agrees to strictly abide by the terms, conditions, and specifications, embodied in this Invitation to Bid. Failure to provide the required signature shall disqualify the bid. Bids signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to LISD.
- 8.0 CONSIDERATION OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received by the deadline will be publicly opened and read aloud. Bidders are invited to attend the Bid opening.
- 9.0 QUALIFICATION OF BIDDERS: The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Lancaster ISD that such Bidder is not properly qualified to carry out the obligations of the contract and to deliver the items contemplated herein. Conditional bids will not be accepted.
- 10.0 QUALIFYING BIDS: Any special conditions or qualifications concerning price, delivery, etc. of items bid must be noted on the bid forms by the bidder. If a minimum shipment is required on any item, please state the minimum in the Bid.
- 11.0 SAMPLES, CATALOGS, and CATALOG CUTS: Whenever asked for, a properly tagged sample shall be submitted by each bidder before the time of bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the 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 Bidder upon request, at the Bidder's expense. Samples requested are to be delivered to the appropriate destination, which will be provided upon request. Do not enclose or attach bid to sample.
- 12.0 AWARD OF CONTRACT: The contract will be awarded to the lowest and/or best-qualified responsible Bidder(s) or to the Bidder(s) offering the best value to the District. The District anticipates multiple awards to several vendors for this bid.
- 12.1 In awarding a contract, the District shall consider the following factors in awarding the contract:
- Purchase price;
 - Qualification and reputation of the vendor and of the vendor's goods or services;
 - The quality of the vendor's goods or services;
 - The extent to which the goods or services meet the district's needs;
 - The vendor's past relationship with the district;
 - The impact on the ability of the District to comply with laws relating to historically underutilized businesses;
 - The total long-term cost to the district to acquire the vendor's goods or services;
 - For a contract for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (a) has its principal place of business in this state; or (b) employs at least 500 persons in this state, and
 - Any other relevant factor specifically listed in this request for bids.
- Acceptable factors for determination of best value may include experience; skill; ability; business judgment; financial stability; integrity; honesty; possession of the necessary facilities; equipment and/or bonding; previous performance; reputation; promptness; and estimated time of completion.
- 13.0 CONTRACT PERIOD: Unless otherwise specified, this contract shall be valid from September 1, 2021 until August 31, 2023.

14.0 TIME OF DELIVERY AND DELIVERY CHARGES: The date of the beginning and the time of delivery of Food, Catering, and Related Services are essential conditions of the Contract Documents and the delivery embraced shall be commenced as specified.

The successful vendor(s) will proceed with the delivery at such rate of progress to ensure full delivery within the Contract time. It is expressly understood and agreed by and between the successful vendor(s) and the Lancaster ISD that the Contract time for the delivery of the equipment is a reasonable time. All items are to be bid and shipped F.O.B. Destination.

15.0 QUANTITIES: Any quantities shown on the Bid Response form are estimated based on projected use and need. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid for at the quoted bid price. It is further understood that the supplier shall not have any claim against the Lancaster ISD for quantities less than the estimated amount.

16.0 ESTIMATED USAGE FIGURES APPEARING ON BID SPECIFICATIONS: The estimated usage figures which appear in the bid specifications are only estimated for the school term. Those estimates shall in no way obligate the District to purchase those quantities.

17.0 ALL-OR-NONE COMBINATION PRICES: Some items may be combined at the District's discretion for the purpose of awarding bids. In these cases, the District requests totals for the items combined. The District will not accept or consider "all-or-none" combinations which are not solicited.

18.0 BID ERRORS: All Bids shall be deemed final, conclusive, and irrevocable, and no Bid shall be subject to correction or amended for errors or miscalculations by the Bidder after the Bid opening date and time.

19.0 COMPLIANCE WITH SPECIFICATIONS AND RIGHT OF SELECTION: The Bidder shall abide by and comply with the true intent of the Bid specifications and not take advantage of any unintentional error or omission.

20.0 DEVIATION FROM SPECIFICATIONS: All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material or item when delivered.

21.0 CANCELLATION/OPEN MARKET PURCHASE: The Lancaster Independent School District reserves the right to cancel the entire contract immediately and/or purchase in the open market at the current price in the event an item(s) is not delivered according to specification and/or the awarded contract price.

22.0 STATING BRAND NAMES AND "OR EQUAL INTERPRETATION CLAUSE": 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 Lancaster ISD personnel for that particular item. The district reserves the right to approve an alternate brand that is bid as an equivalent. Bids shall be considered on all other brands submitted and on the equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product which he is bidding, and shall supply sufficient data on his own letterhead to enable an intelligent and equitable comparison to be made with the particular brand or manufacturer specified.

23.0 DELAYS AND DEFAULTS: In case of default of three (3) delivery orders during the term of the contract, the District reserves the right to terminate the contract, to purchase equal in the open market, suspend future business with the vendor and take any remedy as set forth in this solicitation/contract or any other remedy at law or in equity to Lancaster ISD.

24.0 EEO CLAUSE: Contracts over \$10,000 shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60).

"No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief."

25.0 TERMINATION OF CONTRACT: In the event of vendor insolvency, bankruptcy or consolidation with another company, the Lancaster Independent School District will rule on the termination of the contract in compliance with Federal and State laws. Failure to adhere to specifications or to provide timely delivery will result in the removal of the bidder from the list of qualified bidders.

26.0 CRIMINAL HISTORY RECORDS: In accordance with Education Code §22.083, Access to Criminal History Records by Local Authorities, (a) the District may obtain from any law enforcement agency all criminal history record information that relates to a person (b) (2) an employee of or applicant for employment by a person that contracts with the district. if (B) the duties are or will be performed on school property or at another location where students are regularly present.

27.0 WAIVERS: The Bidder shall defend, indemnify, and hold harmless the Lancaster Independent School District, all of its officers, agents, and employees from and against all claims, actions, suits demands, proceedings costs, damages, loss, and liabilities, arising out of, connected with, or resulting from any acts of omissions of bidder or any agent, employee, or supplier of Bidder in the execution of or performance of this contract.

28.0 EXAMINATION OF CONTRACT DOCUMENTS: Before submitting a proposal, all bidders shall examine the complete contract documents, including Invitation to Bid, General Instructions to Bidders, Special Conditions/Instructions, Responsibilities of Bidders, Bidder's Certification, and Bid Response Form, all of which are part of the Bid documents and any resulting contract.

29.0 By submitting a proposal, each Bidder agrees to waive any claim it has or may have against the owner and its respective employees arising out of or 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.

30.0 REPRESENTATIONS: By execution and submission of this bid, the bidder hereby represents and warrants to owner as follows:

"The bidder has read and understands the bid documents and this bid is made in accordance herewith."

III. Special Conditions/Instructions to Bidders

Bid No. 2021.08.02-06

SCOPE: The Lancaster Independent School District will be accepting competitive bids for a catalog discount on Food, Catering, and Related Services. The District uses caterers from time to time for functions of various sizes and number of attendees. The District also purchases food for various functions throughout the District. The purpose of this request for proposal is to seek qualified food providers, restaurants and caterers for services when the purchase/catering expense for an entire function is less than \$50,000.00. Food providers/restaurants/caterers successfully responding to this RFP will become an awarded bid vendor(s) and placed on the list for Food, Catering and Related Services. Individual schools/committees/managers will determine which vendor to use for each specific function. **Because of state law regarding aggregate purchases and because this bid process is being conducted in accordance with Texas Education Code §44.031, failure to submit a proposal for these items (categories) will prevent your company from doing business with Lancaster ISD in the Food, Catering, and Related Services category.** In order to become an awarded vendor, you must respond to this bid solicitation.

- 1.0 **NO GUARANTEED ANNUAL VOLUME.** The District will place orders from the awarded vendors according to the catalog/shelf price less any applicable discount.
- 2.0 The District cannot reasonably project its needs for these supplies or equipment. The District reserves the right to renew this contract for one additional one-year term if mutually agreeable to both parties. The terms of the renewal are negotiable.
 - 2.1 Please note that this is not an exclusive contract as the District reserves the right to utilize other legal options at its disposal for the purchasing of Food, Catering, and Related Services.
 - 2.2 If an increase in catalog price is necessary, notice will be sent to the purchasing office immediately upon price increase. However, any price increase will be subject to the District's approval.
 - 2.3 Payment, unless otherwise stated will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later.
 - 2.4 The District anticipates making multiple awards to several vendors.
- 3.0 Vendors may be requested to provide samples for evaluation purposes, in which case, samples will be delivered within five (5) working days of the request at the expense of the vendor. Vendor will make arrangements for delivery and return of all samples provided.
- 4.0 Unless otherwise indicated, the percentage of discount is to include delivery to the campus or department with freight prepaid, and order must be completed not later than 5 days after receipt of purchase order. Unless prior arrangements are made with the ordering school or department, items not delivered within this period will be subject to cancellation.
- 5.0 The percentage discounts are to be firm for a one (1) year term from the date bids are awarded for instructional supplies. Supplies will be ordered on an "as needed" basis. Freight shall be included in the prices bid.
- 6.0 All vendors are encouraged to submit a bid percent (%) of discount from the current catalog list price or shelf pricing in the space(s) provided on the Bid Response Form.
- 7.0 It is not required or necessary for bidders to submit a catalog with their bid submittal. However, catalogs are to be provided to District campuses and/or departments upon request from the District.
- 8.0 All purchasing commitments shall be made on a properly drawn and issued purchase order. **All Purchases must be made by a properly drawn and executed purchase order. In accordance with local Board of Trustees Policy (CH) Local, purchases made without a purchase order will not be honored by the District.** The purchase order will list authorized personnel. Please do not accept verbal orders.
- 9.0 Purchase orders will be faxed or emailed to the successful vendor(s) (will give purchase order number). Supplier shall accept purchase orders by fax machine or email.

- 10.0. Invoices/statements are to be processed on a monthly basis and emailed or mailed to the Accounts Payable Department: accountspayable@lancasterisd.org Mailing Address: 422 S. Centre Ave., Lancaster, Texas 75146. Invoices must reference purchase order number to ensure prompt payment.
- 11.0 Deliveries shall be made during normal working hours (8:00 AM to 4:00 PM) unless prior approval has been granted.
- 12.0 All goods are subject to inspection and return at the expense of the vendor if found to be inferior or damaged.
- 13.0 The District reserves the right to terminate the contract due to unsatisfactory service by providing the vendor(s) thirty (30) day written notification.
- 14.0 Contracts will be awarded to multiple vendors who will be identified as awarded vendors. Successful vendors will be added to our Vendor Master List posted on our website.
- 15.0 Invoices shall reflect the item-by-item discounted price if applicable.
- 16.0 Lancaster ISD reserves the option to purchase through "Open Market" advertisement, bulk quantities of specific consumable office supplies when determined to be in the best interest of the District. The District shall be the sole judge as to both "bulk quantities" and the "Lancaster ISD's best interest".
- 17.0 TERMINATION: LISD shall have the right to terminate for default all or any part of this contract if bidder breaches any of the terms hereof or if the bidder becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which LISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.
- 17.1 LISD has the right to terminate this contract for convenience and without penalty should the District not have sufficient funds appropriated or available for the purchase of the Food, Catering, and Related Services; and after timely notification of supplier by a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination become effective, the District is fully and expressly released from all obligations under this agreement and any incidental agreements hereto.
- 18.0 ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or any obligation delegated by bidder without the written permission of LISD.
- 19.0 INTERPRETATION: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Bid shall not be relevant to determine the meaning of this Bid even though the accepting party has knowledge of the performance and opportunity for objection.
- 20.0 APPLICABLE LAW: This Bid, and its resulting contract(s), shall be governed first by the laws of the State of Texas, and venue for any disputes arising thereunder shall be in Dallas County, Texas, and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this Bid.
- 21.0 The District reserves the right to audit the successful bidders' books if this is perceived to be necessary.
- 22.0 LATE PROPOSALS: The District is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, etc. The time/date stamp clock in the Lancaster ISD's Purchasing Office shall be the official date and time of receipt. It shall be the sole responsibility of the Vendor to ensure that his/her bid is received at the appropriate location by the specified deadline. There shall be no exceptions to this clause nor will there be any discussion conducted about the arrival time of any bid.
- 23.0 ETHICS: The Bidder shall not offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the District.
- 24.0 PROHIBITION OF CONTACT: Bidders are strictly prohibited from approaching members of the Board of Trustees or any officer of the District in an attempt to gain an advantage in the award process after bids have been opened and prior to award of the contract. The District by written notification to the bidder, may reject and/or disqualify an offer

for violation of this clause.

The 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 of Trustees, there shall be no contact by any vendor to any district employee (excluding the purchasing coordinator) or Board member in relation to this bid, unless authorized by the purchasing coordinator.

25.0 **EXTRAS:** Any extras to be offered in conjunction with this proposal must be included with the bid submittal. Any extras offered after the bids have been opened will not be considered.

26.0 **CERTIFICATE(S) OF INSURANCE FOR DELIVERIES ONLY TO LISD:** Prior to service, awarded caterers or food service providers making deliveries to LISD property **may be required** to submit a copy of vehicle liability insurance certificate in an amount not less than statutory limits. Replacement or renewal certificates must be submitted on a timely basis to the Purchasing Department.

27.0 **CERTIFICATE(S) OF INSURANCE FOR CATERING EVENTS AT DISTRICT LOCATIONS:** Vendors **may be required** to submit the following insurance certificates prior to issuance of Purchase Order depending on the type of goods or services requested:

1. General Liability, Auto Liability and Worker’s Compensation naming LISD as the **Certificate Holder**.

2. LISD is to be named Additional Insured on the *General Liability and Auto Liability certificates*.

28.0 In case of ambiguity or lack of clarity, the Lancaster ISD reserves the right to consider the most advantageous construction thereof, or to reject the proposal.

29.0 The determination of approved equal or equivalent for any item is at the sole discretion of the District.

IV. Responsibilities of Bidders

1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder.

2.0 Bidders are expected to provide prompt service that is due under this contract including warranties. Past performance of bidders may be a factor in awarding the contracts

3.0 Bidders are expected to deliver services and/or products per specifications.

4.0 The warranty conditions for all supplies and/or equipment shall be considered manufacturer’s minimum warranty unless otherwise agreed to in writing.

5.0 Contract shall be put into effect by means of purchase order(s) executed by the District after the bids have been awarded.

6.0 Vendor’s bid prices shall be offered for a minimum of twelve months from date of award.

7.0 Lancaster ISD anticipates awarding this contract to multiple vendors in order to best serve the needs of the District.

8.0 Bids should be a percent (%) discount from vendors’ most recent catalog prices or shelf prices or other pricing methods being offered. Shipping/Handling should be FOB Destination.

9.0 Bidders are responsible for submitting a copy of your Public Health Inspection Certificate. Individual Food Handler’s Certificates must be available for review, upon request by LISD.

VII. REQUIRED FORMS CHECKLIST

The following forms are required to be completed, including authorized signature where applicable, and returned with bid.

- ☐ Bid/Proposal Acknowledgement Form
- ☐ Statement of Non-Collusion
- ☐ Certificate of Residency
- ☐ Vendor Statement of Debarment/Suspension
- ☐ Felony Conviction Notice
- ☐ Conflict of Interest Questionnaire (CIQ)
- ☐ Bidder's Certification Form
- ☐ Bid Response Form
- ☐ References Form
- ☐ Interlocal Agreement Form (EPCNT)
- ☐ Form 1295
- ☐ Verification of House Bill 89
- ☐ Chapter 2252 Certification
- ☐ Public Health Inspection Certificate
- ☐ W-9 Tax ID Form (can be found on purchasing web site)

Information for Conflict of Interest Questionnaire

Board of Trustees Members:

Ms. Marion Hamilton – President
Ms. Carolyn Ann Morris- Vice President
Mr. Ty G. Jones - Secretary
Ms. LaRhonda Mays – Member
Mr. Kendall L. Smith- Member
Ms. Rhonda Davis – Member
Mr. Gregory Stephenson -Member

Dr. A. Katrise Perera, Superintendent

Bid/Proposal Acknowledgement Form: Please place a check beside the statement that applies to the status of your bid/proposal.

I (we) the undersigned hereby declare that I (we) understand the terms and conditions as set forth in this bid/proposal and find these terms to be acceptable . Find the terms to be acceptable except for the exceptions noted below .

Name of Vendor _____

Address _____

Phone _____

Fax Number _____

Bidder (Signature) _____

Bidder (Print Name) _____

Official Position (Title) _____

Signature of Company Official Authorizing This Bid _____

Company Official (Print Name) _____

Official Position (Title) _____

Exceptions to the terms and conditions of this bid/proposal are as follows: _____

Company Official's Initials _____

STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

My signature certifies that the accompanying Bid/Proposal:

1. Is not the result of, or affected by an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
2. This bid/proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other bidder, competitor, or potential prior to the opening of bids or proposals for this project.
3. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a bid or proposal.

Furthermore:

1. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonable necessary to the normal operations of the Seller. The Seller agrees to post in conspicuous places, available to employee and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Seller shall include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller and I am fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf.:

NAME OF SELLER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

NAME (Print) _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

TELEPHONE: _____ Fax No. _____

Email Address: _____

**Lancaster ISD
422 South Centre Avenue
Lancaster, TX 75146**

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Lancaster Independent School District to determine the residency of its bidders. In part, this law reads follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business in this state, including a

Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a government contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.”

I certify that _____(Name
of Company Bidding) is, under Section: 2252.001 (3) and (4),

A_____Resident Bidder _____Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ In the state of _____

Signature of authorized Company Representative

Print Name

Title

Date

VENDOR STATEMENT OF DEBARMENT/SUSPENSION

I have read the conditions and specifications provided in the bid/proposal document attached. I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas or from receiving a federally funded contract under the Federal OMB, A-102, common rules. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency from which this transaction originated.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepare By: _____

Company Official's Name: _____

Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ FAX NUMBER _____

FELONY CONVICTION NOTICE

Senate Bill 1, passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states, “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

This notice is not required of a publicly held corporation.

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

Vendor’s Name: _____

Authorized Company
Official’s Name: (please print)_____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

Details of Conviction: _____

Signature of Company Official:_____

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.

Bidder's Certification
2021.08.02-06

The undersigned having carefully examined the specifications, instructions to bidders, and special conditions affirms that they are duly authorized to execute this bid proposal and agrees to provide Food, Catering, and Related Services as provided on the Bid Response Form.

The undersigned acknowledges receipt of Addenda No. _ to _ issued during the time of bidding and the changes are included in this proposal.

Company: _____ Submitted By: _____

Authorized Signature: _____ Title: _____

Address: _____ City/State/Zip: _____

Address for Mailing Purchase Orders (if different): _____

City/State/Zip: _____

Tel. No: _____ Fax No: _____ Date: _____

E-mail: _____ Web Site: _____

Federal Tax ID No: _____

Check any of the following that apply to your business:

_____ Minority Owned _____ Women Owned _____ Historically Underutilized Business

It shall be a continuing goal of the District to involve historically underutilized businesses (HUBs) and minority and women owned business enterprises (M/WBEs) to the maximum extent possible in all facets of the District's contracting and purchasing activities.

Bid Response Form
Food, Catering, and Related Services – Catalog Bid No. 2021.08.02-06

1. Please state the discount you are offering for Food, Catering, and Related Services____%. If your discount is variable, please provide the range of the discount____% to____%. If you are offering no discount, please enter 0 in the blank provided. This will be an indication that your prices will be store/shelf pricing. Please provide pricing sheet or catalog that discount is based on.
2. Is the discount being offered from your catalog? ____yes ____no. Is the discount being offered from shelf or store pricing? ____yes ____no
3. Do you have any minimum order requirements? ____yes ____no. If yes, please state the requirements: ____

4. Please state any exceptions to your discount._____

5. Amount of delivery/freight fee (if any) in addition to prices stated. _____

6. Please list areas or categories of Food, Catering, and Related Services that you will be able to supply to the district:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
 - f. _____
 - g. _____
 - h. _____
 - i. j. _____
 - k. _____
 - l. _____
7. Do you accept purchase orders? ____yes ____no
8. Please state your return policy_____

REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public school districts) where the same or similar services as contained in this specification package were recently provided.

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

**Required Federal contract provisions of Federal Regulations for Contracts
for contracts with Lancaster ISD (LISD)**

The following provisions are required to be in place and agreed if the procurement is funded with federal funds.

The LISD is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200.

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under
Federal Awards 2 CFR PART 200**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by LISD, LISD 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.

Mandatory -Failure to agree will render your proposal non-responsive and will not be considered for award.

Does vendor agree? YES_____Initial of Authorized Company Official

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

Pursuant to Federal Rule (B) above, when federal funds are expended by LISD, LISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. LISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days

notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the LISD. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Mandatory -Failure to agree will render your proposal non-responsive and will not be considered for award.

Does vendor agree? YES _____ Initial of Authorized Company

(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 LISD, LISD requires that the proposer certify that during the term of an award by the LISD resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES _____ Initial of Authorized Company Official

(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 LISD, LISD requires the proposer certify that during the term of an award by the LISD resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES _____ Initial of Authorized Company Official

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by LISD, LISD requires the proposer certify that during the term and after the awarded term of an award by the LISD resulting for this procurement process the vendor certifies to the terms included or referenced therein

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES _____ Initial of Authorized Company Official

Federal Rule Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal immediately above, when federal funds are expended by LISD, LISD requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES _____ Initial of Authorized Company Official

Federal Rule (13) 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).

Pursuant to Federal Rule (13) above, when federal funds are expended by LISD, LISD requires proposer certify that during the term of an award by the LISD resulting for this procurement process 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).

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES_____Initial of Authorized Company Official

2 CFR Ch. II (1–1–15 Edition) § 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does your company comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act?

YES_____ OR NO_____

Proposer's signature below affirms that they are authorized to answer the questions in this section entitled, "**Required Federal contract provisions of Federal Regulations for Contracts for contracts with Lancaster ISD (LISD)**" for the proposing company.

Company
Name_____

Print name of authorized
representative_____

Signature of authorized
representative_____

Date_____



Educational Purchasing Cooperative Of North Texas

Several governmental entities around the Lancaster Independent School District have indicated an interest in being included in this contract. Should these governmental entities elect to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? Please note that no charges are assessed to vendors for participation in this interlocal agreement. All costs are absorbed by the member districts.

_____Yes

_____No

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

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

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://lisd.net/purchasing/EPCNThomepage1.htm>

Prices offered in response to this RFP will be honored for members of the EPCNT from the date of award of this contract until:

Date: _____

Vendor Name _____

Signature _____

Title _____

Date Signed _____

Form 1295 Instructions

Lancaster ISD in compliance with State regulations must have a 1295 form filled out by our vendors. Below is the link where vendors must go to fill out the form and print it out upon completion. Once completed and printed, the form must be returned to Lancaster ISD. LISD, in turn, will file the original copy with the State in order to complete the filing. The 1295 form is separate of the Conflict of Interest questionnaire that is currently required. Form 1295 will be in addition to this, it will not replace it.

Filing application is at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

FAQS are at:

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

Sample Form:

<https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>

1. Vendor shall use the application to enter the information on the form and print a copy of the form with the certificate of filing (that has a unique certification number);
2. After the vendor submits the form to LISD, LISD uses the application to notify the Ethics Commission of the receipt of the filed Form 1295 and certification of filing not later than the **30th** day after the date the contract binds all parties to the contract. LISD needs the unique certificate number to use the application to acknowledge the receipt of Form 1295.

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a 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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

SB 252

CHAPTER 2252 CERTIFICATION

As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must complete the following:

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Lancaster ISD Purchasing Department.

I, _____, the undersigned and representative

of _____
(Company or Business Name)

Name of Company Representative (Print)

Signature of Company Representative

Date