



**RFP 853-2024-04-26 Addendum 2**

**Child Nutrition: Walk in Cooler & Freezer Condenser & Evaporator Units and Installation Service**

Issue Date: 12/8/2023

Questions Deadline: 3/6/2024 12:00 PM (CT)

Response Deadline: 3/28/2024 12:00 PM (CT)

**PROCUREMENT PROPOSALS**

**Contact Information**

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## Event Information

Number: RFP 853-2024-04-26 Addendum 2  
Title: Child Nutrition: Walk in Cooler & Freezer Condenser & Evaporator Units and Installation Service  
Type: Request For Proposal  
Issue Date: 12/8/2023  
Question Deadline: 3/6/2024 12:00 PM (CT)  
Response Deadline: 3/28/2024 12:00 PM (CT)  
Notes: **Addendum 2 is being issued to add additional items to this RFP. See the line items tab for the items added. See the Activities tab for updates regarding the dates and timeline for this RFP.**

**Addendum 1** This addendum is being issued to address the questions presented during the site visits. Review this addendum and the questions and answers below prior to submitting your proposal. Please note that in addition to providing pricing in the line items tab, you may also attach an itemized quote that includes all of the items and services you are proposing.

Questions presented at the site visits:

1. Do Gunstream and Smith Elementary need the cooler condenser evaporator and components? Answer: ~~Only need condensers for Gunstream and Smith~~ **\*See line items tab for items needed.**
2. Do you want an extended warranty on the equipment? Answer: Yes
3. Will this work be done during Frisco ISD summer hours? If so, what are the hours vendors may work during summer? Answer: Yes, the work will be done during Frisco ISD summer hours, 6 am to 3 pm, **Mon. - Thurs.**
4. Do you need pricing for controls (KE2s)? Answer: Yes
5. Do you want EEV or TXV? Answer: TXV

Frisco Independent School District (Frisco ISD or FISD) is seeking pricing from qualified vendors for the purchase of condenser and evaporator units as well as the service to remove existing equipment and install new equipment. This request for proposal has two components: equipment and service. Vendors may submit pricing for equipment, or service or both. Pricing must be submitted by entering pricing in the line items tab of this RFP. The tentative start date for these projects is May 20, 2024. Projects are to be completed by July 19, 2024.

Total of (7) Schools to be included in the scope of work:

1. Bright Elementary
2. Smith Elementary
3. Curtsinger Elementary
4. Shawnee Trail Elementary
5. Gunstream Elementary
6. Robertson Elementary
7. Isbell Elementary

### **NO BID NOTIFICATION REQUEST**

Frisco Independent School District is interested in receiving competitive pricing on

all items it bids. We value our quality vendors and desire to keep your firm as a supplier. Therefore, please let us know why you are not bidding on this RFP. We will analyze responses to determine if future changes to our solicitation process are necessary. If you are not interested in this solicitation, please click the **ACTIONS** button at the top right hand side of this screen and then click NO BID. Please type your reasoning in the box provided and then enter your response.

## **BACKGROUND**

Frisco ISD educates more than 66,000 students in 12 high schools, 17 middle schools, 43 elementary schools and 3 special programs schools. The District's service area is roughly 30 miles north of Dallas, Texas, and encompasses 75 square miles in Collin and Denton counties, including the City of Frisco and portions of neighboring Plano, McKinney and Little Elm. FISD has over eight thousand employees. A map of [FISD schools and facilities](#) is available on the website.

Students in FISD are served more than 48,000 healthy meals and meal equivalents daily by award-winning Child Nutrition Program employees. Child Nutrition's leadership team have successfully completed state and nationally approved certification classes in nutrition education, culinary education, administration, communication, operations, marketing, training and food safety. Staff work with educators to help students learn about nutrition and exercise as part of a life-long healthy lifestyle. The Department is self-supported by meals and items sold in cafeterias. The Child Nutrition team continue to explore new programs, initiatives, and/or strategies to best support the high-quality services they provide.

## **SCOPE OF WORK**

This Request for Proposal has two components: condenser and evaporator units (equipment) and installation (service) at seven (7) Frisco ISD elementary schools. Vendors are not required to provide pricing for both components and may submit pricing for equipment only, service only, or both equipment and service. The District intends to evaluate the equipment and service bid submittals separately and award one vendor for each of the two components covered on this RFP.

### ***Equipment***

Frisco ISD has established a District standard and is requesting proposals for equipment that meets or exceeds the District's current standard. Please note the line items are meant to be descriptive, not restrictive, and bids on brands or equivalent nature and quality will be considered. For purposes of describing equivalency, Frisco ISD encourages vendors to include a detailed product comparison in your bid submittal, such as an Excel spreadsheet, comparing the specifications for the alternate product proposed vs. the specified product. This spreadsheet or other justification literature can be uploaded prior to bid submittal - refer to the "Response Attachments" tab. Failure to provide a detailed product comparison in your bid submittal may result in Frisco ISD deeming the alternative product proposed to not be of the same quality of the specified product. If the bidder fails to identify the manufacturer, brand, model, etc. for any item being bid on, Frisco ISD will assume the vendor is bidding on the exact brand and model identified in the specifications, and if awarded, the vendor will be required to furnish the exact brand, model, etc. as specified. After award, substitutions will not be allowed.

Deliveries are to be made to the Child Nutrition Program Warehouse, 12050 Rolater Road Frisco, Texas 75035.

### **Installation Service**

Installation of Walk in Cooler and Freezer Condenser Unit and Evaporator Unit for Frisco ISD, Child Nutrition Program that includes seven (7) schools sites. Child Nutrition staff will provide potential proposers an opportunity to participate in a site visit at each of the seven schools so that proposers can better adapt proposals to each facility. **Site visits will be conducted on Friday, February 16th, beginning at 9 am. See the "Activities tab" for full details.** Proposers will have an opportunity to ask questions during the site visits. Those questions and answers will be recorded, transcribed, and released to all potential vendors through Ion Wave.

A vendor's proposal on each line item specified for *service* must incorporate pricing for all the following:

1. Vendor to remove old equipment.
2. Vendor to coordinate with the Child Nutrition Program Maintenance Supervisor on all matters pertaining to installation of new equipment.
3. Child Nutrition Program Maintenance Department to provide all equipment (condensers and evaporators) and parts to include all freon as needed.
4. Any lifts required for units located on the roof top will be an additional charge to the Child Nutrition Program.
5. Vendor to install new equipment HeatCraft condenser/evaporator package provided by Child Nutrition Program Maintenance.
6. Vendor shall if needed disassemble and salvage the protective cage enclosing the outdoor condensing unit. Contractor shall reinstall the cage around the new condensing unit if dimensions of the new unit allow. If dimensions of the new unit are larger, Child Nutrition Program Maintenance will take possession of the cage.
7. The Vendor shall pump-down and recover the refrigerant (R404).
8. Vendor to connect all necessary piping, electrical conduit and wiring, controls, ductwork, condensate, insulations and necessary appurtenances.
9. All wiring shall be in accordance with the National Electrical Code (N.E.C).
10. The Vendor is responsible for the startup, testing in accordance with UL Standards 1995 by a Nationally Recognized Testing Laboratory (NRTL) and bearing either the UL or ETL label. The units shall be rated in accordance with Air Conditioning, Heating, and Refrigeration Institute's (AHRI) Standards 360 and bear the AHRI Certification Label. The unit shall be stored and handled according to manufacturer's recommendation.
11. The Vendor shall be responsible for proper operation of all systems, minor subsystems, and services provided. Vendor is responsible for the start up and commissioning of every unit installed. All systems must be fully functional and operational after installation. If follow-up work is required to bring the system into compliance with the design intent, the Child Nutrition Program will not be charged.
12. The Vendor shall provide (1) year warranty on labor. Defects due to equipment failure is the responsibility of Child Nutrition Program Maintenance for resolution. Additional charges may be incurred by the Vendor having to follow up due to equipment failure.
13. The Vendor's salvage plan must meet all applicable EPA requirements. Disposal of old equipment and parts are to be coordinated by the Child Nutrition Program Maintenance Supervisor for disposal of equipment to the designated

location.

14. Vendor should protect the Frisco ISD property at all times, both inside and out.

## **SOLICITATION DETAILS**

**The below information is applicable to all Frisco ISD Child Nutrition RFPs.**

### **Equipment:**

The vendor may be required to perform a site visit within 30 days to verify performance of the equipment.

Vendor shall provide appropriate training to designated Frisco ISD employee(s) on the use of their equipment when necessary.

Any substitutions must be approved by the Child Nutrition Director. Frisco ISD reserves the right to substitute in the event a product has been discontinued or in the event of long lead times and will consider a like for like substitute should the need arise. Frisco ISD may request a demonstration at the vendor or manufacturer's expense. The length of the demonstration will be determined between the supplier and end user.

### **Service:**

This request for proposal is not a contract. Purchases will be made by approved purchase order and only the purchase order will serve as the contract. **NO SERVICES SHOULD BE PROVIDED BEFORE THE VENDOR RECEIVES A PURCHASE ORDER.** All work must have a purchase order assigned to it and the PO must be identified on the invoice for services.

1. The awarded vendor shall be in compliance with all Federal, State or Local laws on environmental disposal of any product at no additional charge to the District.
2. All parts should be new, no remanufactured parts can be used, without prior authorization of the District.
3. The awarded vendor must have qualified personnel, equipment, supplies and insurance to perform the needed repairs as described in this proposal.
4. The vendor shall have the ability to perform training on operation, repair and adjustments of all equipment sold to the District at no charge to the District.
5. The Vendor shall at their own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
6. The Vendor shall bear all losses resulting to him/her on account of the amount or character of the work, or because of the nature of the area in/on which the work being done is different from what is estimated or expected, or account of the weather, elements, or other causes.

7. Unsatisfactory response to any or all of the listed services or requirements will be a basis for termination of agreement. The Frisco ISD reserves the right to terminate at any given time with a 30 day written notice.

8. Work Schedules: Work will be completed on a pre-arranged schedule to be coordinated with the Child Nutrition Department.

9. Working Hours: Child Nutrition office hours are 8:00 AM - 4:30 PM , Monday through Friday. (Warehouse hours are 6:00 AM to 2:00 PM, Monday through Friday).

**\*The work is be completed during Frisco ISD summer hours, 6 am - 3 pm, Mon - Thurs.**

10. Subcontracting is only permitted with prior approval from Frisco ISD Child Nutrition. In the event the Frisco ISD Child Nutrition approves the use of subcontractors in performance of this contract, the prime contractor is not relieved of its responsibilities and obligation to meet all the requirements of this agreement.

11. Successful vendor shall provide qualified personnel familiar with the products and equipment sold.

12. The Vendor or their personnel shall not represent themselves as employees of the District. While on the Frisco ISD property, employees shall be subject to control of the District, but under no circumstances shall such persons be deemed to be employees of the District. All personnel shall observe all regulations or special restrictions in effect at the District. The Vendor's personnel shall be allowed only in areas where work is being performed.

13. ALL AWARDED PRICING MUST REMAIN FIRM FOR THE DURATION OF EACH BID YEAR. All requests for price changes thereafter shall be in written form within (90) ninety calendar days advance of RENEWAL, and shall include documents supporting price changes. Supporting documents include, but are not limited to, manufacturer's direct cost, fuel charge rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Pricing increase must be approved by the FISC Purchasing Department and will go into effect 90 days from the date it is received.

This RFP is a competitive solicitation issued in accordance with TEC 44.031 and the Texas Department of Agriculture's Administrative Reference Manual. The solicitation complies with 2 CFR 200 through 2 CFR 400. All procurement activities are conducted in a manner that provides maximum full and open competition per federal and state laws and local policies and procedures.

To reiterate, an award or qualification from this solicitation is not a contract. Purchases will be made by approved purchase order only. A valid PO and the Frisco ISD Standard Attributes, Certifications, and Terms & Conditions constitute the entirety of a vendor's contract with Frisco ISD. The Standard Attributes document is an attachment to this solicitation and must be completed in its entirety. It must be signed and attached to your response in the Response Attachments tab.

**NO PRODUCTS OR SERVICES SHOULD BE PROVIDED BEFORE THE VENDOR RECEIVES A PURCHASE ORDER.**

## **BUDGET**

Frisco ISD's Child Nutrition Department has a forecasted, estimated budget of **\$96,830** for equipment and \$55,000 for installation. These amounts are an estimate and not a guarantee that Frisco ISD will spend that amount. It is provided to respondents for planning purposes. Respondents consider price heavily in developing proposals. Frisco ISD considers price the most significant factor in selecting vendors to partner with on projects that will be paid with the Texas Department of Agriculture (TDA).

## **CONTRACT AWARD**

Frisco ISD may award a contract based on proposals received without discussions. Therefore, each proposal should contain the proposer's best pricing. The District may negotiate with one or more proposers; and no proposer shall have any rights against the District arising from such negotiations or any invitation to negotiate. This RFP does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. Should a given proposal be accepted, all proposal documents, such as timeline, pricing, etc, will become part of the binding contract.

Frisco ISD reserves the right to award multiple contracts/agreements in general or for each category. Categories are established at the sole discretion of Frisco ISD. Nothing in this agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to Frisco ISD. Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of Frisco ISD. The District is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, at their sole discretion. During the term of this Agreement, Frisco ISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. Additionally, the District may have a need to purchase additional items that are not listed on the bid. Vendor is to make these items available to the District through this Contract/Agreement at the same discounted pricing awarded by the Board of Directors. Bids may be awarded to primary and secondary vendors on an item-by-item basis or by categories. Frisco ISD may go to the secondary vendors to compare items for best value. If a Vendor has an existing Agreement, in the same Agreement title, upon award, the new Agreement will immediately supersede the older contract.

## **TERM**

Once approved by the Frisco ISD Board of Trustees, this award will be in effect for the identified one-year term, with the possibility of one (1), one (1) year renewal. Renewal will be issued providing the vendor and Frisco ISD remain in good standing and agree on any changes in pricing or procedure. The final automatic renewal for ALL vendors qualified under this solicitation, will conclude on **5/13/2026**.

## **SPECIFIC EQUIPMENT AND SERVICES REQUESTED IN THIS SOLICITATION**

Line item pricing is requested in this RFP. A vendor who proposes to this RFP must supply line item pricing in the format requested in this RFP.

Delivery costs should be considered when proposers develop their line-item prices. Frisco ISD may structure a bid with several "Pricing Areas" to allow for fair and open competition between large and small companies. Vendor's must have the ability to reach all Frisco ISD facilities in the Service Area. Awarded Vendor(s) shall deliver the goods or services procured on this contract/agreement to Frisco ISD department issuing a purchase order. If delivery cannot be made within the proper time, the awarded vendor must receive authorization from the issuing department for the delayed delivery. Frisco ISD shall have the right to inspect the goods at delivery before accepting them. If defective, incorrect, or items not meeting specification are delivered, Frisco ISD may make the determination, in its sole discretion, to return the good(s) to the vendor at no cost to Frisco ISD. The vendor shall be responsible for arranging the return of defective or incorrect good(s). The vendor agrees to pay all shipping and handling costs for any such return shipment. If goods are not picked up within one (1) week after notification, the good(s) will become a donation to Frisco ISD. Vendor shall ship/deliver ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by Frisco ISD. If a product cannot be shipped/delivered within that time frame, Vendor shall notify Frisco ISD of the reasons why the product has not shipped and shall provide an estimated shipping/delivery date, if applicable. Frisco ISD may cancel the order if the estimated shipping/delivery time is not acceptable. Consistent failure of a Vendor to meet delivery promises without a valid reason is cause for termination of contract. Vendors may be requested to "hot shot" deliver products if failure to deliver ordered products is the fault of the vendor. "Hot shot" deliveries must be handled within a 24-hour period of the original delivery time. Vendor and/or sales agents acting on the Vendors behalf shall give 72-hour prior notice to the ordering entity of any anticipated shortages, back orders, and/or out-of-stock items prior to delivery. The Vendor must keep the ordering entity always informed on the status of the order. Default in promised delivery, without acceptable reason, authorizes Frisco ISD to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting Vendor. Frisco ISD accepts no substitutions without prior written approval.

- a. Vendors must notify Frisco ISD of any known shortages, back orders, or out-of-stock items, etc. that could affect multiple ordering entities for any extended period.
- b. If Vendor fails to notify Frisco ISD of a shortage, Vendor must deliver a comparable product on the same day of scheduled delivery or next day to prevent any hardship or an inability to meet meal pattern guidelines.
- c. Vendors may not substitute a product that does not meet the Buy American Provision (see Buy American below under Product Specifications). If a non-domestic substitution is made without a 72-hour notice to Frisco ISD, the contractor will be considered in breach of the awarded contract and may incur penalties as described in the Terms and Conditions.

Vendor shall provide timely and accurate technical advice and sales support to the Frisco ISD. Vendors must provide an assigned Sales Rep(s) to the awarded contract and a direct phone number. General "800" numbers will not be accepted. Response time must be within a 24-hour window unless during a holiday closure.



Specifications may be those developed by the Frisco ISD to represent items of regularly manufactured products or services.

- a. These specifications have been developed to show minimal standards as to the usage, materials, and contents based on their needs.
- b. Manufacturer's specifications, when used by Frisco ISD are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered.
- c. If any conflict exists, the written product specification will override any referenced/recommended brand.

Compliance with all specifications and conditions is required. Frisco ISD will create a list of forecasted products and/or services and make an independent cost analysis of the value of goods and/or services in the current market before receiving bids or proposals. After the Frisco ISD receives bids and proposals, but before awarding a contract, the District will also conduct a price or cost comparison to the cost analysis to ensure fair and competitive pricing has been offered.

### **ESTIMATED QUANTITIES**

Frisco ISD does their best to represent accurate quantities, but some items may see higher or lower volume purchasing depending on but not limited to continued Federal Funding to school nutrition programs, manufacturer production issues, external forces such as weather or school closures or other causes that may create a lag or increase in purchasing. The good(s) and/or service(s) to be purchased under an issued purchase order, if any, may be of indefinite delivery and indefinite quantity (IDIQ). Frisco ISD makes no guarantee or commitment of any kind concerning quantities that will be purchased. Frisco ISD makes no guarantee or commitment of any kind regarding contracts resulting from this solicitation. Quantities specified are per unit of measure listed in the proposal solicitation. Estimated quantities of each product and/or service are provided in this solicitation are as accurate as possible based on planned needs. The good(s) and/or service(s) to be purchased are common to foodservice operations.

Submitted pricing and other evaluation criteria will be used to determine the best value for Frisco ISD.

**\*\*\*The District reserves the right to increase the quantities stated in this RFP by up to 10% annually to meet the needs of the District as the number of Frisco ISD students and schools increase.**

### **ALTERNATES**

In addition to the products formally listed in the RFP, the District highly encourages vendors to submit alternate products for consideration that may differ slightly from a product listed in the RFP at a firm price for the length of the RFP/Contract term. You may propose an alternate product when submitting your proposal by clicking "add alternate found on each line item on the "Line Items" tab. IF NO MENTION IS MADE BY THE BIDDER OF PROPOSING A SUBSTITUTE OR ALTERNATIVE, FRISCO

ISD WILL ASSUME THAT THE ITEM SPECIFIED IS TO BE FURNISHED AND A PURCHASE ORDER WILL BE MADE ACCORDINGLY.

### **EQUIVALENCY CLAUSE**

Per CFR Title 2 Chapter 2, Part 200 Subpart D Competition, procurement transactions must “Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used to define the performance or other salient requirements of procurement. (CFR 200.319).

### **EVALUATION PROCEDURE & CRITERIA**

**\*\* FISC Purchasing Department at its sole discretion is authorized to determine if a vendor is responsive and/or within the scope of this solicitation.**

The evaluation of proposals(s) will be conducted by a Committee composed of members from Frisco ISD based on position and expertise. Frisco ISD reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary. A minimum of three (3) staff members will review responses and make recommendations to the Frisco ISD Board of Trustees for final approval.

Frisco ISD uses several evaluation methods to determine “best value:” 1.) Analyzes the total/aggregate cost, 2.) Analyzes by line-item totals, or other evaluation methods compliant with TEC 44.031 and the *Administrator's Reference Manual*.

**COMPETITIVE RANGE:** It may be necessary for Frisco ISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Per U.S. Department of Agriculture and Texas Department of Agriculture mandate cost will be a heavily weighted consideration. TEC 44.031(b) lists evaluation criteria that must be considered. These are stated below.

**1. The purchase price; market price, hourly rate, emergency rates; (55 points)**  
Lowest price among responses.  
Commitment to honor pricing offered in this RFP.

**2. The reputation of the vendor and of the vendor's goods or services/services and references of like sized school district; (10 points)**

3. **The quality of the vendor's goods or services.** (14 points)

4. **The extent to which the goods or services meet the district's needs.** (15 points)

Time of delivery is part of the proposal consideration, must be stated in definite terms, and must be adhered to completely. Proposals must show the number of calendar days required to place the materials in possession of Frisco ISD. Do not quote shipping dates. Failure to specify the lead-time may result in disqualification from consideration. Unrealistic short or long delivery promises may cause the bid to be disregarded.

5. **The vendors' past relationship with the district.** (0 points)

6. **The impact on the ability of the districts to comply with laws and rules relating to historically underutilized businesses.** (0 points)

7. **The total long-term cost to the district to acquire the vendor's goods or services.** (6 points)

8. **For a contract for goods and services, materials, whether the vendor or the vendor's ultimate parent company or majority owner? (A) Has its principal place of business in the State of Texas; or (B) Employs at least 500 persons in the State of Texas.** (0 points)

9. **Any other relevant factors.** (0 points)

In case of tie proposals, the award will be made in accordance with Local Government Code 271.901 and Government Code 2252.001 - 2252.004. (NON-RESIDENT BIDDERS). Consistent and continued tie bidding could cause rejection of the bids by FISD and/or investigation for antitrust violations.

## **RESPONSE REQUIREMENTS**

### **A. PRICING**

For proposed goods and services, alternates, new products, and optional services, provide pricing information including any additional pricing examples as well as pricing discount schedules needed to provide the District with comprehensive pricing information. For alternates, new products, and optional services provide independent and separate pricing information. Frisco ISD may request that vendor provide discounts or other adjustments on a per-Purchase Order basis. You must comply with the following requirements when submitting any and all pricing information:

**Best Price** - Proposer should propose his/her lowest and best price (as applicable) on each good and/or service that is subject of this RFP.

**Firm Prices** - Prices and discount percentages must be firm (fixed). However, if the proposer believes it has a better (more cost effective method) method, Proposer

may be considered, but only as an alternate proposal and should be noted as an Exception. In the event Proposer's price(s) will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal.

Two Decimal Points. Due to system constraints, pricing must be to no more than two (2) places past the decimal point. The District reserves the right on any Proposals submitted where pricing is more than two (2) places past the decimal point to round the price down to two (2) places past the decimal point.

1. Proposers must provide Firm Fixed Pricing that includes the cost of the services required to provide products to FISC. \*\* PLEASE NOTE: Bidders that do not provide firm fixed pricing will not be evaluated for qualification to this solicitation.
2. Pricing shall encompass the costs of the product's receipt into storage, distribution, financing and profit, production losses, analyses cost, waste, labor, overhead, and transportation costs of the specified products.
3. Proposal price must be submitted on cases and/or units of quantity specified and extended to show total if applicable.
4. In the event of discrepancies in extension, the unit price will govern.
5. Discount from List quotations may be requested, but not part of the evaluation.
6. Proposer shall not include sales tax with any pricing. Tax exemption certificates will be furnished upon request by each participating entity.
7. Vendor agrees, upon issuance and acceptance of a PO, to furnish awarded items or services at the bid price and under the conditions of the Standard Attributes, Certifications, and Terms & Conditions and bid documents within this Proposal.
8. Title to all supplies and equipment shall pass to the District upon receipt except where hidden defects or other bid requirements or specifications are not met. Frisco ISD reserves the right to inspect the goods at delivery before accepting them.
9. Frisco ISD retains the right to request Special Pricing for the remaining contract period for products or services not specifically identified in this Proposal but purchased with sufficient movement as identified by mutual agreement of the Vendor and Frisco.

During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in a proposal may be submitted to Frisco ISD for price adjustment consideration. Frisco ISD will accept or reject increases after receipt of a properly submitted request from the Vendor, which includes documentation as to the nature of the change substantiated by, but not limited to, the following indexes: Producer Price Index (PPI), Consumer Price Index (CPI) and any other relevant commodity price indexes.

a. Price changes must be measurable and auditable, and supported by a published index, and supporting documentation must be submitted for review. The [Producers Price Index](#) and the [Consumer Price Index](#) are accurate indexes for basing product price escalations and de-escalations. Frisco ISD will also consider price increases based on increased prices in raw materials used by vendor to manufacture end products. Evidence of raw materials increases may include a letter from the manufacturer's supplier(s) stating that prices have increased. For resellers, Frisco

ISD will review information from manufacturer(s) showing increases of equipment prices have affected the cost of equipment the reseller is providing. Frisco ISD will review other evidenced, as necessary.

b. Frisco ISD will respond to such requests by 1) granting the request; 2) reassigning the item(s) to another awarded vendor; 3) rebidding the item(s); 4) taking any other action as deemed necessary.

c. If a properly submitted increase is rejected, the vendor may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation. Vendors are required to immediately implement any industry wide price decreases that become available. Frisco ISD must be notified in writing of any decrease for file updating purposes.

In the event a price change request is submitted based on Force Majeure:

a. Awarded vendor must immediately notify Frisco ISD of any pricing increases (or decreases) due to forces out of their control.

i. Submit a formal letter on company letterhead that is physically signed stating the reasons for the increase, pricing index referenced, and proposed start date of increased price (no sooner than 2-weeks from time of notice to the Frisco ISD).

ii. Supporting documentation must show the percentage of vendor's cost increase by category if applicable. I.e., fuel costs, material costs, labor costs, etc.

d. Upon receipt of the request, Frisco ISD will send a copy of the awarded price list that shows the original bid price along with a new column where the vendor will enter the increased or decreased price for each affected item on bid.

e. Frisco ISD will review the request once the completed spreadsheet has been returned.

f. Frisco ISD will not approve any increases to original profit margin as submitted in the Vendor's original bid response.

g. Awarded vendor must receive written approval from Frisco ISD before implementing the requested pricing increases.

i. Pricing increases implemented without the knowledge of Frisco ISD and proper documentation will not be accepted and a credit back to the District will be required.

If the price includes the cost of any special test equipment fabricated or required by the Vendor for filling this order, such special tooling and/or test equipment and any related items shall become the property of the the District and shall be identified by the Vendor as such.

## **B. PRODUCT SPECIFICATIONS**

Specifications for each product Frisco ISD is requesting are included in this solicitation. These and estimated volume were developed by the Child Nutrition Department based on an analysis of historical procurement data.

## **C. REFERENCES**

References from at least three customers of similar size and scope of Frisco ISD must be provided (School District preferred).

## **D. ATTRIBUTES, CERTIFICATIONS, STANDARD TERMS & CONDITIONS**

You must review, initial, and sign the Standard Attributes Certifications and Terms & Conditions, located in the attachments tab of this solicitation. The completed document must be uploaded in the response attachments tab of your response. Failure to include the completed, initialed and signed document may disqualify your company from further consideration. NO EXCEPTIONS

### **MATERIAL CHANGE**

If a material change occurs to a contract entered between Frisco ISD and Vendor, the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, Frisco ISD may issue a new RFP for the goods or services procured under the previously existing contract. Material change means a modification that substantially exceeds and/or alters the terms of the original contract between the District and Vendor, and/or the total contract value greater than 10%. The following anticipated and unanticipated changes are to be considered as well do not qualify as a material change: 5% upward or downward trend in student enrollment and/or participation to allow flexibility for program growth or decline or unanticipated program and/or regulation changes.

### **DEVIATIONS OR EXCEPTIONS**

Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in a disqualification of the Vendor's proposal. Vendors must not alter any language in this Agreement.

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this procurement solicitation.

### **RESERVATION OF RIGHTS**

Frisco ISD reserves the right to

1. Cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
2. Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
3. Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
4. Reject and/or disqualify all proposals, to award contracts for individual products and/or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best needs of Frisco ISD.
5. Waive any formalities, technicalities, or other defects if deemed in the best interest of the Frisco ISD; request clarification and/or correction of the Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
6. Be the sole judge of quality and equality.
7. To award one or more contracts, in part or in whole, to a single or to multiple

prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards, rests solely with Frisco ISD. The District may make multiple awards, and this fact should be taken into consideration by each proposer.

8. Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.
9. Substitute products if a manufacturer discontinues an item.

Frisco ISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFP.

Due care and diligence have been used in the preparation of the specifications and information contained in the solicitation and is believed to be sustainably correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the respondent. Frisco ISD and its representatives, will not be responsible for any errors and omissions in the specifications nor the failure on the part of the Vendor to determine the full extent of the conditions, requirements, and specifications before submitting a proposal. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulation make allowance for errors of omission or commission of the part of the Vendor.

### **CLARIFICATIONS**

Frisco ISD may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Discussion between Frisco ISD and Vendor can also take place after the initial receipt of proposals. Frisco ISD reserves the right to conduct discussions with all, some or none of the Vendors submitting proposals and will not assist the Vendor in the completion, revision, or modification of it.

### **SUBMISSIONS**

Frisco ISD requests that bidders submit their response electronically. Please contact Etedal Frias by email at [frise@friscoisd.org](mailto:frise@friscoisd.org), if you require assistance with the electronic submittal portion of this process. Your cooperation is appreciated.

EMAILED AND/OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

### **PROPOSER QUESTIONS**

All questions regarding this open solicitation must be entered into IonWave during the question period. Questions will not be answered via email. Answers will be published to all bidders, all at once through this system on or before **3/8/2024**.

### **ADDENDUM**

Any interpretations, corrections, additions, or changes to this RFP will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. Frisco ISD will indicate all Addendums by listing edits/updates/changes as “footnotes” in the solicitation and “versions” noted in the title of the solicitation document. All proposers shall comply with the requirements specified in any addendum issued by Frisco ISD.

### **LIMITED CONTACT POLICY**

Once this RFP is published, Frisco ISD staff and FISD representatives will maintain limited contact with potential Vendors. Limited contact is a prohibition on any communication regarding this RFP or other competitive solicitations between any person who seeks an award under this RFP, including a potential vendor or vendor's representative; and any Frisco ISD Board member, Superintendent, senior staff member, principal, department head, director, manager, other employee, or consultant who has influence in the evaluation or selection process.

Furthermore, campaign contributions, gifts, donations, and any other items of value are prohibited between the parties defined above for any known contract under consideration during the restricted or limited contact period.

Limited contact shall not apply to communication with FISD's Purchasing staff. Such communications shall be limited to the purpose of obtaining clarification or information concerning the RFP. All communication with Purchasing staff must be in writing. The potential vendor or vendor's representative shall send all written communication directly to the designated procurement staff.

The limited contact period shall begin upon the issuance of this RFP, bid, or other competitive solicitation and officially end upon execution of an award by the Board of Trustees and/or the execution of a negotiated contract, whichever represents the final act in the procurement process.

Regardless of the above, it is not acceptable for a potential vendor to participate in determining the scope of work, strategic direction, technical specifications, or evaluation criteria of such projects. Nothing contained in this policy shall prohibit any potential vendor or vendor's representative from making public representations at scheduled pre-bid conferences or scheduled selection and negotiation committee meetings; engaging in contract negotiations during any scheduled meeting; making a public presentation to the Frisco ISD Board during any duly noticed public meeting; or conducting business on contracts previously executed and currently in force.

A Vendor may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

### **PROCUREMENT ETHICS**

1. Any Frisco Independent School District employee who exercises any responsibilities in the review, approval or implementation of the qualifications or bid shall not participate in any decisions, which affect his or her direct personal or financial interest.



2. It is a breach of ethical standards for any person to offer, give or agree to give any District employee, or for any District employee to solicit demand, accept or agree to accept, a gratuity or an offer of employment, whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of Frisco ISD.

4. The firm shall not accept any client or project that places it in a conflict of interest with its representation of Frisco Independent School District. If such a conflict of interest is subsequently discovered, Frisco ISD shall be promptly notified.

## Bid Activities

### Release of RFP

12/8/2023 12:00:00 PM (CT)

Responses accepted beginning on this date - Bid Opening

### Site Visits

2/16/2024 9:00:00 AM (CT)

Site Visits for potential proposers to assess the dimensions and utility field work prior to bidding.

### February 16, 2024, beginning at 9 am at Robertson Elementary School

1. Robertson Elementary, 2501 Woodlake Parkway Little Elm 75068
2. Bright Academy Elementary, 7600 Woodstream Drive Frisco 75034
3. Gunstream Elementary, 7600 Rockyridge Drive Frisco 75035
4. Shawnee Trail Elementary, 10701 Preston Vineyard Drive Frisco 75035
5. Curtsinger Elementary, 12450 Jereme Trail Frisco 75035
6. Smith Elementary, 9800 Sean Drive Frisco 75035
7. Isbell Elementary, 6000 Maltby Drive Frisco 75035

### Question Period

3/6/2024 12:00:00 PM (CT)

All questions regarding this open solicitation must be entered into Ionwave during the question period and before 2/20/2024 at noon. Answers will be published to all bidders, all at once through this system on or before 2/23/2024.

### **Addendum 2**

All questions regarding this open solicitation must be entered into Ionwave during the question period and before 3/6/2024 at noon. Answers will be published to all bidders, all at once through this system on or before 3/8/2024.

### Deadline for RFP Submissions

3/28/2024 12:00:00 PM (CT)

Deadline to submit a response to RFP. Any late entries to this RFP WILL NOT be accepted.

### (Tentative) Recommendation to Board of Trustees

5/13/2024 7:00:00 PM (CT)

May 13, 2024. Applicants will then be notified of the District's decision upon successful submission of proposal documentation, successful evaluation scoring and Frisco ISD Board of Trustee approval.

## Effective Date of Qualification and Term

5/14/2024 9:00:00 AM (CT)

Once approved by the Trustees, this qualification will be in effect for the identified one-year term, with the possibility of one (1), one (1) year renewal. Renewal will be issued providing vendor and Frisco ISD remain in good standing and agree on any changes in pricing or procedure. The renewal option under this solicitation, will conclude on **5/13/2026**.

Initial term: **5/14/2024 - 5/13/2025**

Ext #1: **5/14/2025 - 5/13/2026**

## Bid Attachments

### Standard Attributes Certifications and Terms & Conditions rev 11 29 2023.pdf

[View Online](#)

This document must be completed in its entirety, signed and attached to your submission on the RESPONSE ATTACHMENTS tab.

### Vendor\_Application\_Packet\_102021 (2).pdf

[View Online](#)

This document must be completed in its entirety, signed and attached to your submission on the RESPONSE ATTACHMENTS tab.

### Insurance\_Frisco\_ISD\_Vendor\_Insurance\_Requirements\_w\_Categories.pdf

[View Online](#)

Frisco ISD Vendor Insurance Requirements

### Map\_fisd\_district\_map\_tabloid\_23-24.pdf

[View Online](#)

Frisco ISD Map

## Requested Attachments

### Vendor Application Packet

*(Attachment required)*

This document must be completed in its entirety, signed and attached to your submission on the RESPONSE ATTACHMENTS tab.

### Insurance\_Frisco\_ISD\_Vendor\_Insurance\_Requirements\_w\_Categories.

*(Attachment required)*

Please attach your Insurance documents

### Standard Attributes, Certifications, and Terms & Condition

*(Attachment required)*

This document must be completed in its entirety, signed and attached to your submission on the RESPONSE ATTACHMENTS tab. A signature is required on page 18.

### Alternate Bid Items

IF BIDDING ALTERNATE ITEMS - For purposes of describing equivalency, vendors should include a detailed product comparison in your bid submittal, such as an Excel spreadsheet, comparing the specifications for the alternate product proposed vs. the specified product.

## Bid Attributes

### 1 REFERENCE #1

Please list a reference (preferably a school district). Provide the following information Name, Contact, Phone, email, years doing business, products currently utilized. In the absence of a school district customer base, please provide a reference of a customer comparable in size.

*(Required: Maximum 1000 characters allowed)*

**2 REFERENCE #2**

Please list a reference (preferably a school district). Provide the following information Name, Contact, Phone, email, years doing business, products currently utilized. In the absence of a school district customer base, please provide a reference of a customer comparable in size.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**3 REFERENCE #3**

Please list a reference (preferably a school district). Provide the following information Name, Contact, Phone, email, years doing business, products currently utilized. In the absence of a school district customer base, please provide a reference of a customer comparable in size.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**4 RIGHT TO AUDIT**

Frisco ISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to Frisco ISD in connection with Vendor's work for Frisco ISD and shall be open to inspection and subject to audit and/or reproduction by Frisco ISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- a. Vendors compliance with this Agreement and the requirements of the solicitation;
- b. Compliance with Frisco ISD's procurement policies and procedures;
- c. Compliance with provisions for computing billings to Frisco ISD, and/or
- d. Any other matters related to this Agreement

I agree

*(Required: Check if applicable)*

**5 VENDOR INSURANCE REQUIREMENTS**

The successful Contractor will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a contract. The District also reserves the right to require proof of insurance compliance related to General Liability and Workers Compensation. The immunity of the owner shall not be a defense from the insurance carrier. ONLY the AWARDED vendor(s) will be required to supply an insurance certificate naming Frisco ISD as an additional insured. Frisco ISD must be named as an additional insured.

I agree    I do not agree

*(Required: Check only one)*

**6 DELIVERIES**

All deliveries under this Agreement shall be freight prepaid, Free on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. The Frisco ISD assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by Frisco ISD of damage. Proposal prices will include all freight and delivery charges. The bidder shall delivery all individual orders invoiced by account to each location on dedicated trucks. All invoices will include the correct bid pricing that includes the site name, district provided purchase order number, product name, unit cost, extension, piece count, and total charges. Any concealed damage or delivery of incorrect product will be reported to the suppliers account representative.

**HOURS OF DELIVERY:**

The delivery method must be agreed upon by the Child Nutrition Department and Vendor. If at any time, a delivery cannot be made within 1 hour of scheduled time, the Distributor must notify the Food Service office to negotiate an alternative delivery time during the same day. Unscheduled deliveries may be refused at the Distributors expense. Frequent occurrences my result in cancellation of the contract.

**KEY DROP DELIVERIES:**

All deliveries made after business hours of operation, must follow criteria as outlined in the Texas Food Establishment Rules (TFER) 228.243. Distributors must deliver and place food and other goods in refrigeration units, freezers, and dry storage areas for confirmation of receipt and inspection by Frisco ISD employees immediately upon arrival to the food establishment. Deliveries will be under vendor's control throughout the delivery process to the establishment. Written HACCP requirements for monitoring critical control points must be monitored and documents on invoices for refrigerated and frozen foods by the distributor delivering the foods.

**DROP SHIPMENTS:**

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by Frisco ISD. If a product cannot be shipped within that time frame, Vendor shall notify Frisco ISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. Frisco ISD may cancel the order if the estimated shipping time is not acceptable to Frisco ISD in its sole discretion. Consistent failure of a Vendor to meet delivery promises without a valid reason is cause for removal.

I agree

*(Required: Check if applicable)*

**7 INSPECTION AND ACCEPTANCE ON DELIVERIES**

Awarded Vendor(s) shall deliver the goods or services procured on this contract/agreement to the Frisco ISD location issuing a purchase order. If delivery cannot be made within the proper time, the awarded vendor must receive authorization from the Child Nutrition Department for the delayed delivery. Frisco ISD shall have the right to inspect the goods at delivery before accepting them. If defective, incorrect, or items not meeting specification are delivered, Frisco ISD may make the determination at its sole discretion to return the good(s) to the vendor at no cost to the District. The vendor shall be responsible for the timely return of defective or incorrect good(s). The vendor agrees to pay all shipping and handling costs for any such return shipment.

I agree

*(Required: Check if applicable)*

**8 INSURANCE ATTACHMENT REQUIRED**

Any firm qualified under this RFP must furnish a valid insurance certificate meeting all the insurance requirements in this bid. Types and amount of required coverage shall be in the amount shown on the sample Insurance Certificate provided as an attachment. The Firm will at least meet [or provide evidence that they exceed]the minimum insurance requirements. The successful Firm must maintain workers 'compensation coverage for employees, as required by all applicable Federal, State, Maritime, and local laws, including employer's liability coverage. General information regarding insurance requirements is included as an attachment to this RFP.

**9 TITLE AND RISK OF LOSS**

Title and risk of loss shall pass to Frisco ISD on acceptance of the item or payment of the applicable invoice.

I agree

*(Required: Check if applicable)*

**1**  
**0** **SERVICE**

The successful bidder will have an account representative assigned to the district accounts. The District feels it will be helpful if the person has some prior food service experience so they will be able to understand our needs. The District would expect this account representative to be available for meetings or phone conversations as needed and/or scheduled upon need.

In addition, the expectation from the District is:

Timely communication with the Child Nutrition Department to discuss shortages and needed substitutions.

Demonstrate new products available on the market.

Handle the District's complaints and inquiries about various products.

Issue credit memos and arrange for return of mis-shipped or unacceptable products.

Resolve any problems with the order/delivery schedule.

Coordinate with the district any rebate programs.

Conduct research with the CN Supervisor for any product changes to better the district's needs.

I agree

*(Required: Check if applicable)*

**1**  
**1** **ADDITIONAL EQUIPMENT ITEMS WITH EXTENSION BID YEARS**

Frisco ISD retains the right to add new equipment items at the time of each one (1) year extension for the following reason:

Allow for the addition of new products introduced by existing awarded manufacturers that might better serve Frisco ISD service needs. New items added at the start of an extension year must not exceed the allowed percentage for a material change.

I agree

*(Required: Check if applicable)*

**1**  
**2** **PROTEST**

An interested party may submit a bid protest to the bid coordinator. All protest procedures shall follow Administrator's Reference Manual (ARM), Section 17.102

Protests must be submitted, in writing, to the Proposal Coordinator:

Frisco Independent School District  
Purchasing Department  
5515 Ohio Drive  
Frisco, TX 75035  
ATTN: Proposal Coordinator  
RE: Bid #

I agree

*(Required: Check if applicable)*

**1**  
**3** **LOCATIONS IN DALLAS AREA**

Do you have locations in the Dallas area? If yes, please list locations.

*(Required: Maximum 1000 characters allowed)*

**1**  
**4** **EQUIPMENT SALES**

Onsite Training/Equipment Certification-Does your company offer onsite training and/or hands on equipment certification of the equipment you sell? Please describe your offerings. If this does not apply enter N/A.

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*(Required: Maximum 4000 characters allowed)*

**1**  
**5** **SPECIFIC CONDITIONS**

Any vendor providing on site services must sign-in at the front of the building upon arrival and receive a visitors pass. Visitors' passes must be worn throughout the stay. The appropriate person in the building will be contacted before proceeding and will be required to sign-out when leaving to allow for building safety practices. Before leaving the job site, the vendor must present a written summary of the work performed.

If you are not a service vendor, select n/a.

I understand and will comply.  N/A. I am not a service vendor.

*(Required: Check only one)*

**Bid Lines**

**1** **Package Header**

Shawnee Elementary School Condenser Units and Parts

Quantity:   1   UOM:   EA   Total: \$

Supplier Notes: \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**Package Items**

**1.1** Cooler Condenser, Heat Craft HEL0095AS6AMAB0000, Voltage 208-230/3/60 Refrigerant R404

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**1.2** Cooler Evaporator, Heat Craft HCH009MCACZA0000, Voltage 115/1/60 Refrigerant R404A

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**1.3 Sporlan TXV Valve, #SRSE1C**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.4 Sporlan 3/8 ODF Solenoid, #E3S130**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.5 Sporlan 120V Solenoid Co, #MKC-1-120 310000**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.6 Freezer Condenser, Heat Craft HCH0045LLCBCZA300, 208-230/3/60 R404A**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.7 Freezer Evaporator, Heat Craft HCL0155CS6EEAB0000, Voltage 208-230/3/60 Refrigerant R404A**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.8 Sporlan TXV Valve, #SRSE1Z**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.9 Sporlan 1/2 ODF Solenoid, #E9S240 E9S240HP**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.10** Sporlan 120V Solenoid Co, #MKC-2-240 311515

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**1.11** Controller, KE2 Temp + AirDefrost, #20611

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**1.12** Controller, KE2 Evaporator efficiency, #20178

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**2** Package Header

Bright Academy

Quantity:   1   UOM:  EA  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*

**Package Items**

**2.1** Cooler Condenser, Heat Craft HCH0009MCAZA0000, 230/3V

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**2.2** Freezer Condenser, Heat Craft HCH0045LCBCZA0300, 230/3V

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*



**2.3 Controller, KE2 Temp + AirDefrost, #20611**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**2.4 Controller, KE2 Evaporator efficiency, #20178**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**3 Package Header**

Smith Elementary Condensing Units and Parts

Quantity:   1   UOM:  EA  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*

**Package Items**

**3.1 Freezer Condenser, Heat Craft HCH0035LCBZA0200, 230/3V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**3.2 Low Profile Electric Evaporator, Heat Craft HEL0130BS6EEAB0000, 230V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**3.3 Sporlan TXV Valve, #SRSE1Z**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**3.4 Sporlan 1/2 ODF Solenoid, #E6S140/E6S140HP**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**3.5 Sporlan 240V Solenoid CO, MKC-1-240 310156**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**3.6 Line deleted as part of an Addendum**

**3.7 Cooler, Heatcraft, HCH0009MCAZA0000, 230/3 COND**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**3.8 HEC00095AS7AMAB0000, 115V center mount, Chandler**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**3.9 7429320, SRSE1C, Sporlan TXV Valve**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**3.10 7421240, E3S130, SPORLAN 3/8 ODF SOLENOID**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**3.11 7425020, MKC-1-120 310000, SPORLAN 120V SOLENOID**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**3.12 Controller, KE2 Temp + AirDefrost, #20611**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**3.13 Controller, KE2 Evaporator efficiency, #20178**

*(Response required)*

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**4 Package Header**

Curtsinger Elementary School Condenser Units and Parts

Quantity:   1   UOM:  EA  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*

**Package Items**

**4.1 Freezer Condenser, Heat Craft HCH0035LCBZA0200, 230/3V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**4.2 Low Profile Electric Evaporator, Heat Craft HEL0130BS6EEAB0000, 230V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**4.3 Sporlan TXV Valve, #SRSE1Z**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**4.4 Sporlan 1/2 ODF Solenoid, #E6S140/E6S140HP**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**4.5 Sporlan 240V Solenoid CO, #MKC-1-240310156**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**4.6 Line deleted as part of an Addendum**

**4.7 Controller, KE2 Temp + AirDefrost, #20611**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**4.8 Controller, KE2 Evaporator efficiency, #20178**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**4.9 Cooler condenser 1437015, Heatcraft HCH0009MCACZA0000, 230/3**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**4.10 HEC0095AS7AMAB0000, 115/v center mount, Chandler**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**4.11 7421260, E5S130/E5S130HP, SPORLAN 3/8 ODF SOLENOID**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**4.12 7429320, SRSE1C, SPORLAN TXV VALVE**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**4.13 7425020, MKC-1-120 310000, SPORLAN 120V SOLENOID CO**

*(Response required)*

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**5 Package Header**

Gunstream Elementary School Condenser Unit and Parts

Quantity:   1   UOM:  EA  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*

**Package Items**

**5.1 Freezer Condenser, Heat Craft HCH0045LCBCZA0300, 230/3V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**5.2 Low Profile Electric Evaporator, Chandler HCL0155CS6EEAB0000, 230/3V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**5.3 Sporlan TXV Valve, #SRSE112Z**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**5.4 Sporlan 1/2 ODF Solenoid, #E69S240/E69S240HP**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**5.5 Sporlan 240V Solenoid CO, #MKC-1-240311515**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**5.6 Line deleted as part of an Addendum**

**5.7 COOLER, Heatcraft, HCH0009MCAZA0000, 230/3 COND**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**5.8 1430610, HEL0095AS6AMAB0000 115V, LOW PROFILE AIR DEFROST**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**5.9 7429320, SERS1C, SPORLAN TXV VALVE**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**5.10 7421240, E3S130, SPORLAN 3/8 ODF SOLENOID**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**5.11 7425020, MKC-1-120 310000, SPORLAN 120V SOLENOID CO**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**5.12 Controller, KE2 Temp + AirDefrost, #20611**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**5.13 Controller, KE2 Evaporator efficiency, #20178**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**6 Package Header**

Isbell Elementary School Condenser Units and Parts

Quantity:   1   UOM:  EA  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*

**Package Items**

**6.1 Freezer Condenser, Heat Craft HCH0035LCBZA0200, 230/3V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**6.2 Low Profile Electric Evaporator, Heat Craft HEL0130BS6EEAB0000, 230/3V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**6.3 Sporlan TXV Valve, #SRSE1Z**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**6.4 Sporlan 1/2 ODF Solenoid, #E9S240/E9S240HP**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**6.5 Sporlan 240V Solenoid CO, #MKC-1-240311515**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**6.6 Cooler Condenser, Heat Craft HCH0009MBACZA0000, 230/1V**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**6.7 Sporlan TXV Valve, #SRSE1C**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**6.8 Sporlan 3/8 ODF Solenoid, #E3S130**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**6.9 Sporlan 120V Solenoid CO, #MKC1-120 3100000**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**6.10 Line deleted as part of an Addendum**

**6.11 115V Center Mount Chandler, #HEC0095AS7AMBB0100**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)



**6.12 Controller, KE2 Temp + AirDefrost, #20611**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**6.13 Controller, KE2 Evaporator efficiency, #20178**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**7 Package Header**

Robertson Elementary School Condenser Units and Parts

Quantity:   1   UOM:  EA  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*

**Package Items**

**7.1 Freezer Condenser, Heat Craft HCH0025LCAZA02000, 230/3V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**7.2 Low Profile Electric Evaporator, Heat Craft HEL0100BS6EEAB0000, 230V**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**7.3 Sporlan TXV Valve, #SRSE1Z**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**7.4 Sporlan 1/2 ODF Solenoid, #E6S140/E6S140HP**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**7.5 Sporlan 240V Solenoid CO, #MKC-1-240 310156**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**7.6 Controller, KE2 Temp + AirDefrost, #20611**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**7.7 Controller, KE2 Evaporator efficiency, #20178**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**7.8 Cooler condenser 1437015, HCH0009MCCZA0000, Heatcraft 230/3**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**7.9 HEL0095BS6AMAB0000, 230/1, HEATCRAFT**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**7.10 7429320, SRSE1C, SPORLAN TXV VALVE**

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**7.11 7421260, E5S130/E5S130HP, SPORLAN 3/8 ODF SOLENOID**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**7.12 7425060, MKC-1-240 310156, SPORLAN 240v SOLENOID CO**

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**8 Package Header**

**SERVICE: REMOVAL OF EXISTING EQUIPMENT AND INSTALLATION OF NEW EQUIPMENT.**

Child Nutrition Program Maintenance Department to provide all equipment (condensers and evaporators) and parts to include all freon as needed.

It is highly recommended that you attend the site visits on February 16, 2024 prior to bidding. See activities tab for full details regarding site visits.

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

**Package Items**

**8.1** Indicate total price for installation services for Shawnee Elementary School. See line item #1 for the list of units to be installed at Shawnee Elementary. Proposal price must include the scope of work for installation services as listed in this Request for Proposal.

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

**8.2** Indicate total price for installation services for Bright Academy Elementary School. See line item #2 for the list of units to be installed at Bright. Proposal price must include the scope of work for installation services as listed in this Request for Proposal.

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

**8.3** Indicate total price for installation services for Smith Elementary School. See line item #3 for the list of units to be installed at Smith Elementary. Proposal price must include the scope of work for installation services as listed in this Request for Proposal.

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

**8.4** Indicate total price for installation services for Curtsinger Elementary School. See line item #4 for the list of units to be installed at Curtsinger Elementary. Proposal price must include the scope of work for installation services as listed in this Request for Proposal.

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

**8.5** Indicate total price for installation services for Gunstream Elementary School. See line item #5 for the list of units to be installed at Gunstream Elementary. Proposal price must include the scope of work for installation services as listed in this Request for Proposal.

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

**8.6** Indicate total price for installation services for Isbell Elementary School. See line item #6 for the list of units to be installed at Isbell Elementary. Proposal price must include the scope of work for installation services as listed in this Request for Proposal.

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

**8.7** Indicate total price for installation services for Robertson Elementary School. See line item #7 for the list of units to be installed at Robertson Elementary. Proposal price must include the scope of work for installation services as listed in this Request for Proposal.

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
(Attach separate sheet)

**Supplier Information**

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

**Supplier Notes**

By submitting your response, you certify that you are authorized to represent and bind your company.

*Print Name*

*Signature*



FRISCO ISD BID # \_\_\_\_\_

Please note, YOU MUST SIGN PAGE 18 to certify you will comply, as applicable, with state and federal laws and local policies that Frisco ISD must follow when purchasing goods and/or services. If this document is not signed your organization will be disqualified from further consideration.

This document contains general information about serving as a Frisco ISD vendor and statements of applicable state and federal laws. All statements may not apply to your organization; however, entities must be aware of the information included here.

**ITEM #1: VENDOR INFORMATION**

- 1. NAME AND EMAIL ADDRESS OF PREPARER.** By submitting this response, you agree you are an authorized agent of the firm you are representing and are permitted and authorized to perform such duties as assigned by a principle or act on behalf of the firm's principle(s). Please enter the full name of the person completing this proposal. Please print:

Name of firm: \_\_\_\_\_  
Name of preparer: \_\_\_\_\_  
Email of preparer: \_\_\_\_\_

- 2. SECOND POINT OF CONTACT.** Provide the name and contact information for a second person Frisco ISD can contact about this response if the preparer is not available.

Second contact name: \_\_\_\_\_  
Second contact email: \_\_\_\_\_

- 3. TAX IDENTIFICATION.** Please provide your company's tax ID number as shown on your W-9. (EIN, TIN, or SSN)

\_\_\_\_\_

- 4. LOCATIONS.** If your firm has more than one location, please indicate all locations which will be covered under the terms and conditions of this bid and be bound by the discount offered, if any.

\_\_\_\_\_

Is your principal place of business in Texas, including any Company whose ultimate parent company or majority owner has its principal place of business in this state? ([TGC 2252.001](#); [LGC 271.0275](#); [TEC44.031\(b-1\)](#))

YES \_\_\_\_\_ NO \_\_\_\_\_

STANDARD ATTRIBUTES, CERTIFICATIONS, AND TERMS & CONDITIONS

5. **MAIN CONTACT/LOCAL REPRESENTATIVE NAME.** Please provide the name of the main contact/local representative.

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6. **MAIN CONTACT/LOCAL REPRESENTATIVE TITLE.** Please provide the title of the main contact/local representative.

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7. **MAIN CONTACT/LOCAL REPRESENTATIVE EMAIL.** Please provide the email address for the main contact/local representative.

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8. **MAIN CONTACT/LOCAL REPRESENTATIVE PHONE.** Please provide the phone number for the main contact/local representative.

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9. **PURCHASE ORDER ACCEPTANCE/EMAIL ADDRESS.**

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10. **INVOICING CONTACT NAME AND TITLE.** Please provide the name and title of the invoicing contact person

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11. **INVOICING CONTACT EMAIL.** Please provide the Email Address of the invoicing contact person.

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12. **INVOICING CONTACT PHONE.** Please provide the phone number of the invoicing contact person.

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13. **COMPANY WEBSITE:**

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14. **PAYMENT OPTIONS.** Vendor Direct Deposit (Payment by ACH) is Frisco ISD'S preferred method for delivery of payment for services rendered and/or goods purchased. The FDIC no longer requires a testing period for any existing banks. Each vendor will be required to provide an email address for the receipt notification of the direct deposit. The notification will have a voucher attached reflecting the amount of payment and date of deposit. (Deposits are posted only on Friday's only.) This information will be kept confidential and only used for FISD Vendor Payments. Please select your preferred method of payment. **\*\*\*Please note, if selecting Direct Deposit, a voided check or letter from your financial institution is required to be attached to the proposal.**

DIRECT DEPOSIT: \_\_\_\_\_ CHECK: \_\_\_\_\_

15. **REMIT INFORMATION, COMPANY NAME AND ADDRESS.** Please provide the company name and address to be used for payments.

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STANDARD ATTRIBUTES, CERTIFICATIONS, AND TERMS & CONDITIONS

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**16. REMIT INFORMATION PHONE.** Please provide a phone number to call regarding payments. (At the location where payments are sent).

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**17. SHIPPING POLICY AND CHARGES.** What is your shipping procedure and policy? If you will not charge for shipping or if it is factored into your listed price for items, please indicate by entering "N/A".

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**18. MINIMUM ORDER REQUIREMENTS.** If you have a minimum order requirement, please state the specifics. If none, please enter N/A.

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**19. RETURNS.** Please provide policy and procedures for returns. If returns are not accepted, please state "NO RETURNS". If returns are not applicable to your business, indicate by entering N/A.

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**20. EXCHANGES.** Please provide policy and procedures for exchanges. If exchanges are not accepted, please state "NO EXCHANGES". If exchanges are not applicable to your business, indicate by entering N/A.

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**21. OTHER SERVICES OFFERED.** Please list any other services that your company offers.

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**22. INTERLOCAL COOPERATIVE AGREEMENT.** Frisco ISD participates in governmental entities purchasing cooperatives in the State of Texas. Members of these purchasing cooperatives can leverage a Frisco ISD solicitation to make purchases that are compliant with Federal and State purchasing law. Should these governmental entities decide to leverage this procurement to make purchases the terms, conditions, specifications and pricing would apply. You must state that you do not want your company to be made available as a vendor via state and local government purchasing cooperatives below, if you wish to **OPT OUT**.

My organization does not want Frisco ISD to share this response with any Texas or national purchasing cooperatives that FISD is a member of. (Please initial) \_\_\_\_\_



**ITEM #2: FRISCO ISD STANDARD TERMS & CONDITIONS**

DO NOT provide goods and/or services to Frisco ISD if you do not have a Frisco ISD purchase order (PO). A PO and the Attributes, Certifications and Terms & Conditions included below constitute the entirety of a vendor's purchasing contract with Frisco ISD.

The terms below govern all procurements associated with the specific RFP to which your organization applied: No pre-established terms on an order acknowledgement, invoice, or other form shall have any force or effect. No modifications to Frisco ISD's terms & conditions is permitted unless first approved in writing from Frisco ISD.

- I. **Invoices & Payments:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.

Mail invoices to:  
Frisco I.S.D.  
Accounts Payable Department 5515 Ohio Drive  
Frisco, TX 75035

**OR**

Email to: [acct\\_payable@friscoisd.org](mailto:acct_payable@friscoisd.org)

Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. Do not include Federal Excise, State, or City Sales Tax. School District shall furnish a tax exemption certificate, if required.

- II. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, or any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the performing of such a contract. In the Event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
- III. **Funding Out Clause:** Frisco Independent School District only commit current revenue per Local Government Code 271.903. Should funding become unavailable for this product or service, any contract or agreement for further cost or obligation will automatically terminate.
- IV. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's proposal. In the event Seller breaches this warranty, Buyer may cancel this contract with liability to Seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of

## STANDARD ATTRIBUTES, CERTIFICATIONS, AND TERMS & CONDITIONS

this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

- V. **Safety Warranty:** Goods and services provided shall comply with current state, federal and local environmental, health and safety codes and standards. Products deemed hazardous by the Consumer Product Safety Commission (CPSC), Environmental Protection Agency (EPA), and the Texas Department of Health (TDH) shall not be provided to the district unless otherwise pre-approved in writing by FISD. Products forbidden include but are not limited to, such products as: asbestos building materials, lead based products and PCB containing equipment. All shipped goods are the responsibility of the seller while in their possession including all Department of Transportation (DOT) and other logistically regulated products. In the event the product does not conform to these above standards, the buyer may return the product for correction or replacement at the seller's expense. In the event the seller fails to make the appropriate correction within thirty (30) days, correction made by the buyer will be at the seller's expense.
- VI. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
- VII. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work thereunder shall be affected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause XV, herein.
- VIII. **Termination of Contract; Survival:** This Contract shall remain in effect until: (1) the Contract expires by its terms; (2) the Contract is terminated by a party with proper notice given pursuant to the terms of the Contract; or (3) the Contract is terminated by mutual consent of the District and Vendor. All supplemental Contracts or purchase orders for goods or services issued by Frisco ISD and accepted by the Vendor shall survive the expiration or termination of this Contract. During the term of any supplemental Contract entered into between a Vendor and Frisco ISD, all terms of this Contract shall continue to apply to the Supplemental Contract.
- IX. **Software Maintenance:** Maintenance, support, hosting, and other services associated with software purchased pursuant to a Frisco ISD solicitation or one pursuant to a purchasing cooperative that Frisco ISD is a member of may be renewed on an annual basis indefinitely, at the District's sole discretion, subject to appropriation of sufficient funding and any necessary approvals by Frisco ISD's administration and Board of Trustees.
- X. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- XI. Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- XII. Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
- XIII. Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
- XIV. Interpretation Parole Evidence:** This writing is intended by Frisco ISD as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between Frisco ISD and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the code is to control.
- XIV. Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the Term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas effective and in force on the date of this agreement.
- XV. Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- XVI. Late Proposals:** Proposal or withdrawals thereof received after the time set for opening will not be considered.
- XVII. Withdrawal of Sealed Proposals:** Proposals may be withdrawn prior to the time of proposal opening by written notice only.
- XVIII. Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of his/her business intent to perform. If a demand is made, and no assurance is given within five (5)

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days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

- XIX. Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Collin County, Texas.
- XX. Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision or any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if most of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government code, Chapter 171.
- XXI. Conflict of Interest:** It is the vendor's responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted with the vendor's proposal: <http://www.ethics.state.tx.us/forms/CIQ.pdf>
- XXII. Personnel Requirements:** All contractor personnel shall be clean in appearance and in uniform for easy identification if on Frisco ISD premises. The Contractor must provide Photo ID cards and name tags for each employee working on FISD's properties. **These ID badges must always be worn and visible.** See Job Site Code of Conduct document.

### ITEM #3: GENERAL PURCHASING INFORMATION & STATE OF TEXAS CERTIFICATIONS

- 1. STATE & FEDERAL LAWS AND LOCAL POLICIES AND PROCEDURES.** Respondents **MUST** familiarize themselves with applicable state and federal purchasing laws and local policies and procedures before contracting with Frisco ISD. More information on applicable laws and policies and procedures is available on Frisco ISD's [purchasing home page](#). All services furnished through a contract resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes, and regulations, and Frisco ISD Board of Trustees Policies BBFA (LEGAL) and BBFA (LOCAL) regarding Board member conflicts of interest.
- 2. CONFIDENTIALITY.** The vendor and FISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. The parties understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agrees to abide by FERPA rules and regulations, as applicable.
- 3. SAFETY.** The safety of Frisco ISD students, staff, and facilities is of utmost importance to the District. Vendors must comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations when providing goods and/or services to Frisco ISD. When more than one safety regulation governs a situation, the most restrictive requirement applies.
- 4. W-9.** To receive payment under this contract, the vendor (approved) shall have a current I.R.S Tax Identification Number and W-9 Form on file with Frisco ISD Purchasing Department. A signed, current and accurate W-9 form must be submitted to Frisco ISD. A W-9 three years old or more will not be accepted.
- 5. CREDIT MEMOS.** Frisco ISD expects the Respondent's representative and/or customer service

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department to be responsible in securing credit memos, as may be needed, for any miscellaneous problems that may occur during the length of this contract such as overpriced items, shipping charges, etc.

6. **PACKAGING/CONDITION.** Unless otherwise indicated, products will be new, unused and in excellent condition and delivered in containers suitable for damage-free shipment and storage. Frisco ISD will not accept inferior goods (including “factory seconds”) and reserves the right to return such item(s) within thirty (30) days of receipt at vendor’s expense. If your organization provides refurbished products, it must be clearly stated in your response to the Frisco ISD RFP.
7. **VENDOR FINANCIAL RISK ASSESSMENT.** For select purchases above the simplified acquisition threshold of \$50,000 Frisco ISD reserves the right to request financial statements or other documents to identify and evaluate a potential supplier’s financial stability and ability to meet contractual obligations. Vendors should have adequate financial resources (or the ability to attain such resources) to comply with requirements stated in an FISD solicitation. Frisco ISD defines a responsible vendor as a qualified and established firm regularly providing the products and/or services requested by an FISD solicitation that has an adequate number of trained staff to fulfill purchases made through a purchase order within a specified time. Organizations having a history of inconsistent service and unreliability are not responsible vendors.
8. **WARRANTIES, LIMITATION OF WARRANTY, MANUFACTURER GURANTEES.** Warranties and/or maintenance agreements pertaining to goods and/or services purchased by Frisco ISD must be noted in an entity’s response to an RFP. The Vendor shall provide all warranty and/or company guarantee documents to Frisco ISD upon delivering and/or installing equipment. Goods and services under warranty must be replaced or fully repaired to the satisfaction of Frisco ISD before any pending payment is made. The entity shall not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. A manufacturer’s written guarantee shall be provided to Frisco ISD and the District reserves the right to have an item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specification.
9. **PRODUCT RECALLS.** Vendors are required to have, and follow, written product recall procedures, which includes a primary and secondary point of contact. If a product recall is issued on products provided to Frisco ISD, the entity must immediately notify Frisco ISD’s designated contact by e-mail or in writing and must include all pertinent information about the recall. VA vendor may be responsible for costs associated with replacing recalled products, including replacement cost, shipping charges, etc.
10. **ENDORSEMENTS.** Selection as an FISD-qualified vendor must not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of Frisco ISD and is not an employee, agent, joint venture, or partner of the Frisco ISD, and nothing in this solicitation shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture, or partner between the Frisco ISD and the vendor or any vendor’s agent. Vendor agrees that Frisco ISD has no responsibility for any conduct of the vendor’s employees, agents, representatives, contractors, or subcontractors.
11. **CRIMINAL BACKGROUND CHECK.** If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to Frisco ISD that the criminal history check has been performed. The contractors, not Frisco ISD, are responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal

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history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: \*The Employer has contracted with Frisco ISD to provide services. \*The employee will have continuing duties relating to the contract with Frisco ISD. \*The employee will have contact with students. A contractor or sub-contractor may not work on Frisco ISD property or any location Frisco ISD deems a place where students are regularly present when \*they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, \*they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child, 2. Any sex offense, 3. Any felony offense involving controlled substances, 4. Any felony offense against property, 5. Any other offense Frisco ISD believes might compromise the safety of students, staff, or property. A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to Frisco ISD with this Agreement showing compliance. Possession of firearms, alcohol, and/or drugs, even in vehicles, is strictly prohibited on property owned or operated by Frisco ISD. The use of tobacco products is not allowed on Frisco ISD property. The respondent's signature below certifies that it will comply.

- 12. CERTIFICATE OF INTERESTED PARTIES.** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

The law applies only to a contract between a government entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

- a. Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- b. Has a value of at least \$1 million, or
- c. Is for services that would require a person to register as a lobbyist under Chapter 305 of the government Code. Gov't Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a).

The disclosure requirement applies to a contract entered on or after January 1, 2016. A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

- a. The governing body has legal authority to delegate to its staff the authority to execute the contract.
- b. The governing body has delegated to its staff the authority to execute the contract; and
- c. The governing body does not participate in the selection of the business entity with which the contract is entered. 1 T.A.C. § 46.1(c).

The respondent's signature certifies that it will provide a Form 1295, if requested.

- 13. NON-COLLUSIVE BIDDING CERTIFICATE.** By submission of response, the respondent certifies that: a) This offer, bid, quote or proposal has been independently arrived at without collusion with

any other competitor. b) This offer, bid, quote or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to signing a contract for this project, to any competitor c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit an offer, bid, quote or proposal; d) The person signing any contract must certify that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the entity, as well as to the person signing on its behalf. Any violation of this may result in a decision to no longer contract with an FISD-approved vendor.

- 14. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with Frisco ISD, shall, before any vote or decision or any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if most of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government code, Chapter 171. The respondent certifies by signing below that it will comply with this requirement.
- 15. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES.** Sec. 2252.151. In this subchapter: "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2245. (4) "Governmental entity" has the meaning to be assigned by Section 2252.001. Sec 2252.152. **CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.** A Governmental entity may not enter into a Governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153 **LISTED COMPANIES.** The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies to a contract or purchase for which a Governmental Entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. The respondent certifies by signing below that it is not an entity engaged in business with Iran, Sudan, or foreign terrorist organizations.
- 16. NOT BOYCOTT ISRAEL.** Under the provisions of Subtitle F, Title 10, Government Code Chapter 2271.002, Vendor confirms that my company: 1. Does not boycott Israel currently; and 2. Will not boycott Israel during the term of any contract with Frisco ISD. Pursuant to Section 2271.001, 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. (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. The respondent's signature below certifies that it does not boycott Israel.

- 17. PROHIBITED TRANSACTIONS WITH PROVIDERS OR AFFILIATES.** Under the provisions of Subtitle F, Title 10, Government Code CHAPTER 2272. PROHIBITED TRANSACTIONS Sec.2272.001 relating to prohibiting certain transactions between a governmental entity and an abortion provider or affiliate of the provider. Company is not an abortion provider or affiliate of a provider. "Abortion provider" means: (A) a facility licensed under Chapter 245, Health and Safety Code; or (B) an ambulatory surgical center licensed under Chapter 243, Health and Safety Code, that is used to perform more than 50 abortions in any 12-month period. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates: (A) common ownership, management, or control between Frisco ISD to the relationship; (B) a franchise granted by the person or entity to the affiliate; or (C) the granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark. By signing below, the respondent certifies that it is not an abortion provider or an affiliate.
- 18. FIREARM ENTITY/TRADE ASSOCIATION NONDISCRIMINATION.** If vendor is not a sole proprietorship, has ten (10) or more employees, and the value of vendor's bid or proposal has a value of \$100,000 or more, vendor certifies by submitting vendor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the District, unless excepted from that law. The respondent certifies by signing below that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.
- 19. ENERGY COMPANY BOYCOTT.** As required by Texas Government Code Ann. Chapter 2274, if the vendor has ten (10) or more employees, is not a sole proprietorship, and if the value of the Vendor's bid or proposal has a value of \$100,000 or more, vendor certifies by signature below that it does not boycott energy companies and will not during the term of any contract with the District, unless excepted by that law.
- 20. HUMAN SEXUALITY INSTRUCTIONAL MATERIALS.** For any agreement entered into for the purchase of copyrighted materials used for human sexuality instruction, the respondent certifies to allow an FISD parent or guardian to purchase a copy of the materials from the publisher at a price that does not exceed the price per unit paid by the District by signature below.
- 21. INFRASTRUCTURE CONTRACTS WITH CITIZENS OF CHINA, IRAN, NORTH KOREA, RUSSIA OTHER DESIGNATED COUNTRIES.** Per SB 2116 of the Texas 87<sup>th</sup>(R) Legislative Session, Frisco ISD must not contract with countries for work related to critical infrastructure (including cybersecurity) that are owned by citizens of China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure, or by companies owned by citizens headquartered in China, Iran, North Korea, Russia, or any other country designated by the governor as a threat to critical infrastructure. By signing below, the respondent certifies it is not owned by a citizen(s) of or is not headquartered in China, Iran, North Korea, Russia, or other country designated as a threat to infrastructure by the Texas Governor.
- 22. DRUG-FREE, ALCOHOL AND TOBACCO-FREE WORKPLACE.** Frisco ISD is committed to an alcohol-and drug-free environment. Use of tobacco, alcohol and illegal drugs in the workplace or at school-related or school-sanctioned activities on or off school property is not tolerated (41 U.S.C. 702). Compliance for Frisco ISD staff is mandatory and is a condition of employment. Employees who use tobacco or are under the influence of alcohol or illegal drugs during work hours are subject



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to disciplinary sanctions up to and including termination of employment. Frisco ISD vendors certify to adhere to District policies about drug-, alcohol- and tobacco-free schools and offices. Vendors should consult the Drug-Free Workplace Act (1988) and Texas Workforce Commission's Drug-Free Workplace Policy to determine if they must implement a Drug-Free Workplace program.

23. **THE TEXAS PUBLIC INFORMATION ACT (PIA)** governs a person's right to request access to information of governmental bodies and outlines the rights, obligations, and procedures of both government entities, including ISDs, and information requestors. Individuals are entitled to complete information about the affairs of school districts and the official acts of public officials and employees. The PIA requires government entities to disclose requested information requested unless otherwise expressly provided by law. The PIA must be liberally construed in favor of granting information. (See [TGC 552.001\(a\), \(b\)](#)). Purchasing information is defined as public information subject to the PIA. Individuals requesting information under the PIA will have access to your application to this solicitation. To submit a request, go to the [Public Information Requests](#) on the Frisco ISD website.
24. **RECYCLING AND PURCHASE OF RECYCLED MATERIALS.** As required by [30 TAC 328.202](#), Frisco ISD has established a program for the separation and collection of all recycled materials generated by the entity's operations and provides staff procedures for collecting and storing recyclable materials, containers for recyclable materials and procedures for making contractual or other arrangements with buyers of recycled materials. FISC is committed to a continuous improvement process for its recycling programs. The District has information and incentive programs to encourage maximum employee participation. Items purchased by Frisco ISD will be recycled to the extent possible.
25. **TEXAS FAMILY CODE.** Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. If the entity proposing is an individual or the sole proprietor of the proposing business, is not ineligible under Section [231.006](#) of the Texas Family Code to receive the payments of State funds.

### ITEM #4: REQUIRED QUALIFICATION PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS 2 CFR PART 200 AND APPENDIX II

The following provisions are required and apply when federal funds are expended by Frisco Independent School District. In these instances, Frisco ISD is the sub grantee or subrecipient. In addition to other provisions required by the Federal Agency or Non-Federal entity, all contracts made by Frisco ISD under the Federal Award must contain provisions covering the following as applicable:

1. **DEBARMENT AND SUSPENSION CERTIFICATION.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and

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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 Law, when federal funds are expended by FISC, FISC requires that the proposer certifies that during the term of an award by FISC resulting from this procurement process the vendor will comply. The respondent’s signature below certifies it is not suspended or debarred.

2. **TERMINATION FOR CAUSE AND FOR CONVENIENCE BY THE GRANTEE OR SUBGRANTEE (ALL CONTRACTS IN EXCESS OF \$10,000).** All contracts in excess of \$10,000 must address the non-Federal entity including how it will be affected and the basis for settlement. Pursuant to Federal Rule above, when federal funds are expended by FISC, FISC reserves the right to terminate any agreement more than \$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. FISC reserves the right to terminate any agreement more than \$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 the convenience of the FISC. 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. By signing below, the respondent accepts this requirement.
3. **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 Frisco ISD, the vendor certifies that during the term and after the agreed term of qualification by Frisco ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
  - A. 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.
  - B. 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.
  - C. 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

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all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

4. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333.** When federal funds are expended by Frisco ISD for any qualification resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. By signing below, the vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. The respondent certifies by signing below that it will comply.
5. **CONFLICT OF INTEREST.** 2 CFR 200.318(c)(1) states that the District must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the contract awarded to a specific supplier. The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, the District may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the District. It is the responsibility of the supplier to identify and make the district aware of any potential conflicts of interest that exist between their company and the District. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be canceled based on cause. By signing below, the respondent certifies that it will comply.
6. **NON-COLLUSION STATEMENT.** The respondent certifies by signature below under penalty of perjury that its responses to this procurement solicitation are 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.
7. **DOMESTIC PREFERENCES.** 2 CFR 200.332 states that, as appropriate and to the extent consistent with law, the District should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work products under this award. When Federal funds are expended by Frisco ISD domestic preference for procurements requirements will apply. By signing below, the respondent certifies it will comply.
8. **AGRICULTURAL PRODUCTS.** Frisco ISD may apply preference to agricultural products produced, processed, or grown in Texas if the cost to the school district is equal and the quality is equal; if agriculture products produced, processed, or grown in Texas are not equal in cost and quality to other products, the District shall give preference to agriculture products produced, processed, or grown in other states of the United States over foreign products if the cost to the school district is equal and quality is equal; a school district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the

## STANDARD ATTRIBUTES, CERTIFICATIONS, AND TERMS & CONDITIONS

school district is equal and the quality is not inferior. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by Frisco ISD in a School Nutrition Program. See 2 CFR § 200.319(b), and 7 CFR § 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

- 9. PROHIBITION ON TELECOMMUNICATIONS/VIDEO SERVICES OR EQUIPMENT, 2 C.F.R. §200.216.** All recipients of federal funding are prohibited from procuring, obtaining, extending, or renewing a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment services as a substantial or essential component of any system, unless an exception is made in the regulation. The prohibited equipment is any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities OR video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities. By signing below, my organization agrees to not procure, obtain, extend a contract, or renew a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment services as a substantial or essential component of any system, unless an exception is made in the regulation. The respondent's signature below certifies it will comply with prohibitions on telecommunications/video services or equipment stated in this section.
- 10. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD \$150,000.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule above, when federal funds are expended by FISD, FISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of a breach of agreement by either party. The respondent certifies below by signing that it will comply.
- 11. CLEAN AIR AND WATER ACT.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended —Contracts and sub-grants of amounts more than \$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 Law, when federal funds are expended by FISD, FISD requires that the proposer certifies by signature below that during the term of an award by FISD resulting for this procurement process, the vendor will comply.
- 12. BUY AMERICA PROVISIONS.** The respondent certifies below that it will comply with all applicable provisions of the Buy America Act. Purchases made in accordance with the [Buy America Act](#) must still follow the applicable procurement rules calling for free and open competition. The Buy American Act requires school food authorities to purchase, to the maximum extent possible, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically and processed domestically. Unprocessed foods must be 100% domestic.

- 13. HEALTH AND SAFETY CERTIFICATIONS, LICENSING, OR REGULATIONS.** Pursuant to Federal Rule (J) above, when federal funds are expended by FISD, FISD requires proposer to certify that during the term of an award by the FISD resulting for this procurement process the vendor will follow mandatory standards and policies relating to observance of applicable local, state, or federal health and safety certifications, licensing, or regulations. By signing below, the respondent certifies that it will comply.
- 14. CIVIL RIGHTS/DISCRIMINATION.** The vendor will follow mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities. Pursuant to Federal Law, when federal funds are expended by FISD, FISD requires that the proposer certifies during the term of an award by FISD resulting for this procurement process the vendor will comply. If you do not agree, the District is prohibited from contracting with the proposer. The respondent certifies that it will comply by signing below.
- 15. PROTEST OF A SOLICITATION.** Any protest of this solicitation must be received in writing by the Buyer named as the contact on the first page of the solicitation at least three days before the solicitation closes. The Frisco ISD Purchasing Department's procedures for a vendor protest of an award or solicitation are available online in the purchasing handbook on the [procurement transparency page](#).
- 16. DAVIS-BACON AND ANTI-KICKBACK ACT.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts more than \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bonding or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing 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 Law, when federal funds are expended by FISD, FISD requires that vendor certifies that during the term of an award by FISD resulting for this procurement process the vendor will comply.
- 17. 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 Law, when federal funds are expended by FISD for federally assisted construction contracts, the equal opportunity clause is incorporated by reference.

18. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than 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 Law, when federal funds are expended by FISD, FISD requires that the proposer certifies that during the term of an award by FISD resulting for this procurement process the vendor will comply. The respondent's signature below certifies that it will comply.
19. **SOLID WASTE DISPOSAL ACT - 2 CFR CH II (1-1-15 EDITION).** Pursuant to Federal Rule (H) above, 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. Pursuant to Federal Law, when federal funds are expended by FISD, FISD requires that the proposer certifies that during the term of an award by FISD resulting for this procurement process the vendor will comply. The respondent certifies by signature below that it will comply.
20. **PATENT RIGHTS, COPYRIGHT, & RIGHTS.** 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 sub-recipient 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 sub-recipient 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. When federal funds are expended by FISD, FISD requires that the proposer disclose during the term of an award resulting from this procurement process, the vendor will comply.
21. **SUBCONTRACTING WITH SMALL AND MINORITY AND WOMEN'S BUSINESS ENTERPRISES OR LABOR SURPLUS FIRMS.** The respondent certifies that if the respondent will be subcontracting any work awarded under this qualification, the respondent must agree to comply with Federal requirements stated in 2 CFR 200.321—Contracting with Small and Minority and

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Women’s Business Enterprises, and Labor Surplus Firms.

**22. WORKER’S COMPENSATION.** The Proposer is aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code and complies with the provisions.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE.** The respondent agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the respondent certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above and shall immediately report to Frisco ISD any change in vendor compliance.

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

**ITEM #5: PURCHASE ORDER (PO) TERMS.  
FOR INFORMATION ONLY**

**TERMS OF PURCHASE PAYMENT** - The Vendor will not sell or release on credit terms, any goods, product or service (s) to persons who do not produce a Frisco Independent School District Purchase Order and District ID. In this event, the Vendor assumes all liability for cost of said product or goods.

**ACCEPTANCE** - This Purchase Order constitutes a binding contract between the Vendor and Frisco Independent School District (FISD), to furnish the goods or service(s) specified on the face of the Purchase Order. By acceptance of this Purchase Order, the Vendor agrees to furnish all goods or service(s) in accordance with the terms and conditions specified herein.

**AGREEMENT** - This Purchase Order represents the basis for the Vendor to deliver the required goods or service(s), and supersedes all prior offers, negotiations, exceptions and understanding (whether done orally or in writing).

**ASSIGNMENT** - The rights and responsibilities of the Vendor to furnish the goods or service(s), specified herein will not be subcontracted, assigned, transferred, mortgaged, pledged or disposed of, unless agreed to by FISD and the Vendor.

**CANCELLATION** - FISD reserves the right to cancel this Purchase Order at any time. If this Purchase Order is canceled pursuant to the Vendor’s default, FISD may obtain similar goods or service(s) elsewhere and charge the Vendor for any damages incurred.

**CHANGES** - FISD reserves the right to make changes to this Purchase Order (e.g., increase/decrease quantities, change delivery address). Any changes to the Purchase Order will be communicated to the Vendor by the issuance of a Change Order.

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**DELIVERY** - The Vendor shall deliver all goods Free on Board (F.O.B.) Destination, unless specified on Purchase Order.

**DISCOUNTS** – The Vendor shall indicate on the invoice any prompt payment discounts or trade discounts.

**INDEMNIFICATION** – The vendor shall indemnify and hold harmless FISD (including the Board of Trustees and the employees of FISD) from all claims of liability to third parties (including but not limited to: the injury or death of person(s), or the loss or damage to property) arising out of or about the performance of the Vendor. The Vendor shall indemnify and hold harmless FISD (including the Board of Trustees and the employees of FISD) from all liabilities, cost, expenses, attorney fees, fines, penalties, or damages for any or claimed infringement of any patents, trademarks, copyrights, or other corresponding right(s) which is related to any part of the goods or service(s) the Vendor is required to provide or perform. The Vendor's obligation to this clause shall survive acceptance and payment of the goods or service(s) by FISD.

**INSURANCE** – The Vendor shall be required to carry insurance protection enough to meet all the liabilities that are mentioned herein.

**INSPECTION** – Prior to acceptance and payment, FISD reserves the right to inspect all goods (in whole or in part) and service(s) furnished by the Vendor. Goods or service(s), which (in the opinion of FISD) fail to conform to the required specification(s) or standard(s), may be considered nonconforming.

**INTERPRETATION** – This Purchase Order shall be construed and interpreted solely in accordance with laws of the State of Texas. Venue of any suit, right or cause of action arising shall lie exclusively in Collin County, Texas.

**INVOICING** – Invoices must include the FISD Purchase Order number. Payment may be delayed if Purchase Order number is not on invoice. Send invoices via email to FISD at [acct\\_payable@friscoisd.org](mailto:acct_payable@friscoisd.org).

**NON-CONFORMANCE** – The Vendor assumes all liability for shipping goods that do not meet the specification(s) and standard(s) specified on the face of the Purchase Order. FISD reserves the right to accept or reject goods that are non-conforming. If FISD rejects the non-conforming goods, said goods shall be returned to the Vendor at the Vendor's expense. The Vendor shall use "best efforts" to replace any non-conforming good(s) at the Vendor's risk and expense.

**PERFORMANCE** – By acceptance of this Purchase Order, the Vendor agrees to use "best efforts" to furnish the required goods or service(s).

**PRICES** – The price(s) specified on the face of the Purchase Order shall remain firm until FISD has processed the Vendor's invoice, or until the item has been accepted by FISD (whichever is later).

**PRODUCT RECALL** – The vendor shall notify FISD immediately if a product recall is instituted on any item(s) the Vendor has delivered. This requirement shall survive payment and acceptance.

**QUANTITIES** – Quantities in excess of the quantities specified on the face of the Purchase Order may be returned to the Vendor at the discretion of FISD. All risk and expense for the return of the good(s) shall be borne by the vendor.

**QUALITY** – In the event no quality is specified on the face of the Purchase Order, the goods delivered



## STANDARD ATTRIBUTES, CERTIFICATIONS, AND TERMS & CONDITIONS

and/or service(s) rendered hereunder shall be of the best quality. The Vendor shall ensure that all goods delivered to FISD will be new (i.e., previously unused and in its original packaging), and have not been remanufactured or refurbished. The Vendor also warrants that all services will conform to the standard(s) established herein.

**SAFETY** – If applicable, Vendor shall deliver Material Safety Data Sheets (MSDS) with requested good(s).

**TAXES** – The Vendor shall not include taxes on the invoice.

**TERMS** – Unless otherwise specified, payment terms are net thirty (30) days.

**TITLE** – The title to any item delivered shall pass to FISD upon acceptance or payment (whichever is later).

**WARRANTY** – The Vendor warrants that all goods and service(s) furnished, shall be free from all defects, conform to all applicable specifications, and be suitable for its intended purpose(s). Neither acceptance of, nor payment for said goods and service(s) shall constitute a waiver or modification of any warranties of the Vendor, or the rights of FISD.

### **ITEM #6: INSURANCE REQUIREMENTS FRISCO ISD'S REQUIREMENT MINIMUM INSURANCE SHEET IS ATTACHED IN THE "ATTACHMENT TAB" OF THIS SOLICITATION.**

**PROFESSIONAL CURRICULUM SERVICES.** This category applies to professional services provided by licensed or certified individuals, such as Teachers, Fine Arts, Tutors, Health Services, etc. A certificate of insurance providing professional liability is required. An Additional Insured endorsement for Frisco ISD is desirable, but not mandatory.

**CONTRACTED SERVICES.** Contractors providing goods and/or services for Frisco ISD in response to an RFP must maintain certain minimum amounts of insurance. These requirements vary depending on the type and hazard of work being performed. The contractor's policy must be primary over any other valid and collectible insurance carried by Frisco ISD, and Frisco ISD must be named as an Additional Insured with respect to work being done/service provided. Any immunity available to Frisco ISD shall not be used as a defense by the contractor's insurance policy. All Contractors who perform contracted services for Frisco ISD are required to provide proof of insurance prior to the start of the project.

**CAMPUS ENTERTAINMENT PROVIDERS.** Campus Entertainment Providers, including DJ's, Bounce Houses, Carnivals, and other Vendors, providing goods and/or services for Frisco ISD must maintain certain minimum amounts of insurance. The vendor's policy must be primary over any other valid and collectible insurance carried by Frisco ISD, and Frisco ISD must be named as an Additional Insured. Any immunity available to Frisco ISD shall not be used as a defense by the vendor insurance policy. All vendors who perform contracted services for Frisco ISD are required to provide proof of insurance. A schedule of minimum requirements is provided. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the vendor/contractor.

### VENDOR APPLICATION AND INFORMATION

This vendor's information form is intended for use in setting up an eligible vendor's profile in Frisco ISD's financial system. Vendors desiring to receive Requests for Proposals, Request for Qualifications or information about other Frisco ISD bidding opportunities should register in Ion Wave, the Districts' supplier portal at: <https://fisd.ionwave.net/Login.aspx>.

Submittal of this vendor's information is for the convenience of the Compliance Department. It is the responsibility of each vendor to keep the Compliance Department informed of any change of address.

In the event Vendor requires access to information from education records maintained by Frisco Independent School District ("the District"), Vendor understands and agrees that it is designated as a "school official" in order to perform an institutional service or function for which the District would otherwise use employees. Information from education records may only be disclosed to Vendor for the limited, legitimate educational purpose related to that service or function. Vendor understands and agrees that it is under the direct control of the District with respect to the use and maintenance of education records and that such records are privileged and subject to State and Federal laws, including the Family Educational Rights and Privacy Act ("FERPA"). Vendor agrees that it will not use education records for any unauthorized purpose and that it will not re-disclose, divulge, or discuss any information from education records to any other person without specific authorization from the District, or under obligation of State or Federal law.

Company Name: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street/P.O. Box

City, State ZIP

Remit Address: *Check if same as above*

Street/P.O. Box

City, State ZIP

Phone # \_\_\_\_\_

Web Page \_\_\_\_\_

Contact Person \_\_\_\_\_

Name Email

Name Email

Do you accept purchase orders? Yes No  
PO Email Address

Is your company an awarded vendor of a "coop" contract such as BuyBoard, TCPN, TIPS/TAPS, etc.? Yes No

Cooperative Name (s): \_\_\_\_\_

Bid/Contract Number(s): \_\_\_\_\_

Is your company a sole source vendor? Yes No *If yes, please attach supporting documentation.*

Types of goods/services provided:

Applicant Signature:

Date:



## Instructions for FISD Vendor Application and Information Forms

Vendors must complete all sections of the attached forms. Please return completed forms to the campus secretary or department that you will be doing business with. Updates to existing information can be emailed to [vendors@friscoisd.org](mailto:vendors@friscoisd.org) or mailed to Frisco ISD, 5515 Ohio Dr., Frisco TX 75035.

### Enclosed Forms:

- Vendor Application and Information Form
- Felony Conviction Form
- Conflict of Interest Questionnaire
- Substitute Form W-9 and ACH Enrollment Form

If the vendor is serving the district in the capacity of an Independent Contractor, a background check will be initiated when the completed Substitute W-9, Conflict of Interest and Felony Conviction forms have been received.

***The vendor will receive an email from JD Palatine, a pre-employment screening company, with an email link which will initiate the background check. The information sent in the email link must be completed to continue the vendor process.***

### Instructions:

#### **Substitute W-9 and ACH Enrollment Form**

1. Enter your name as shown on your tax return. Name is required, do not leave blank
2. If operating as a DBA, enter that name on line 2, otherwise mark N/A
3. Check **one box only** for your entities federal tax classification. One box must be selected
4. If you have an exemption, enter on line 4
5. Enter your entity's physical address and remit to address (if different)
6. Enter your entity's physical city, state and zip code and remit to city, state and zip code (if different)
7. Enter your entity's taxpayer identification number (if #2 is applicable) or Social Security Number if you do not operate with an EIN. *\*Under IRS reporting requirements we are required to obtain the Social Security Number or Employer Identification Number.*
8. You must sign this document verifying your entity name, contact information and taxpayer identification number. This form will be returned to you if not signed and dated.

#### **For Direct Deposit setup**

1. Choose Initial Setup, Change, or Close Account
2. Enter information in all boxes (new and prior banking information is needed if changing account)
3. Enter the email account to be used. Payment modifications will be sent to the email you have provided
4. Attach required documentation (voided blank check or letter from your banking institution).
5. The form must be signed and required documentation attached or it will be considered invalid.

**Please Note:** Direct Deposit (ACH) is the Frisco ISD preferred method for payment of services rendered and/or goods purchased. Each vendor will be required to provide an e-mail address for the receipt notification on the Direct Deposit (ACH). The notification will have a voucher attached reflecting the amount of payment and date of deposit.

**Felony Conviction Form**

Please mark appropriate box; please be sure to complete all information including vendor name and appropriate signatures.

**Conflict of Interest Questionnaire**

Please see step by step instruction sheet enclosed.

*Disclaimer: This information will be kept confidential to the extent permissible/possible by a State of Texas public entity, and only used for the purpose of FISD Vendor payments.*

FY 23 EXAMPLE



# FRISCO ISD SUBSTITUTE FORM W-9 & ACH ENROLLMENT FORM

**Substitute Form W-9:** (IRS Rev. December 2014)

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business Name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following boxes:

- Individual    
  Sole proprietor    
  C Corporation    
  S Corporation    
  Partnership    
  Trust/Estate  
 Non-Profit Entity    
  Government (Local, State or Federal)  
 Limited Liability Company. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership) \_\_\_\_\_  
 Other (see instructions) \_\_\_\_\_

**Note:** Enter the owner's name on line 1 and mark the appropriate federal tax classification box for disregarded entities.

**4** Exemptions: Exempt payee code (if any) \_\_\_\_\_ Exemption from FATCA reporting code (if any) \_\_\_\_\_

**5** Address: \_\_\_\_\_ Remit Address (if different): \_\_\_\_\_

**6** City, State, and ZIP code

City, State, and ZIP code

**7 Taxpayer Identification Number (TIN):**

Social Security Number (SSN): \_\_\_\_\_ **OR** Employer Identification Number (EIN): \_\_\_\_\_

**Certification:**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding due to failure to report interest and dividend income, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**For additional instructions please refer to <http://www.irs.gov/pub/irs-pdf/fw9.pdf> to obtain a copy of the IRS Form W-9 General Instructions.**

Signature of US Person: \_\_\_\_\_

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

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

Contact Phone: \_\_\_\_\_

**ACH Enrollment:**      No Change      Initial Setup      Change      Close Account

**This information is REQUIRED to process ACH payments. Without this information, your payment may be delayed.**

Financial Institution Name:	Nine Digit Routing Number:	Prior Routing Number: *
Address:	Depositor Account Number:	Prior Account Number: *
City, State and ZIP code:	Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	*Prior ACH instructions are required to be completed if changing/updating your ACH instructions

This account will be used for all payments by Frisco ISD unless specified here: \_\_\_\_\_

**E-mail:** \_\_\_\_\_

(Used for ACH payment notification)

Authorized Individual or Entity Signature:	<b>Attachment Required</b> (Select and attach <b>one</b> of the following items for verification):
Printed Name:	
Title:	
Date	

This authority is to remain in full force and effect until Frisco ISD has received written notification from the vendor of the termination in such time and in such manner as to afford Frisco ISD and the Depository a reasonable opportunity to act on it.)



**FELONY CONVICTION NOTICE**

**Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."**

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

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

**Please mark appropriate choice.**

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

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

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 Convictions(s):** \_\_\_\_\_

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

\_\_\_\_\_  
**Vendor's Name**

\_\_\_\_\_  
**Printed Authorized Company Official's Name**

\_\_\_\_\_  
**Signature Authorized Company Official's Name**

\_\_\_\_\_  
**Date**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

**FORM CIQ**

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.**

Insert Company Name Here

**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 Conflict, if applicable. If not, insert N/A

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.**

If a name is listed on #3, answer both A & B below. If #3 reads N/A, answer NO for both A & B below.

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.**

If a name is listed on #3, answer appropriately. If not, skip to #7

**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**  
Signature of vendor doing business with the governmental entity

**Today's Date**

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.

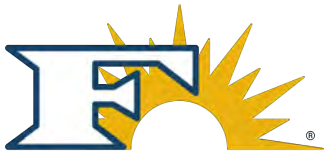
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(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:

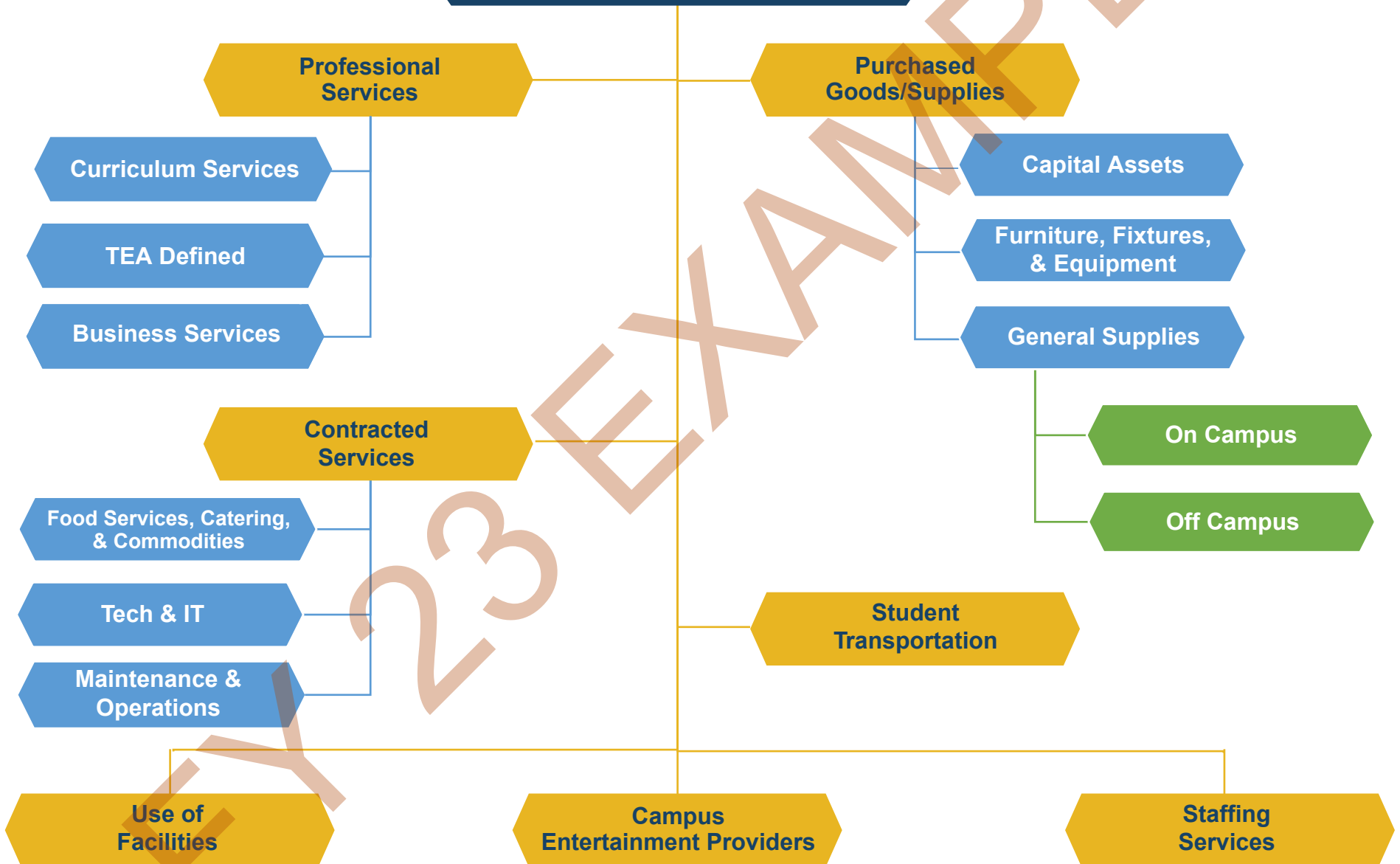
- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



# Frisco ISD Vendor Insurance Requirements

## INSURANCE CATEGORIES

Click on Title for Insurance Requirements





# Frisco ISD Vendor Insurance Requirements

## **Contracted Services (RFP)**

Contractors providing goods and/or services for Frisco ISD in response to an RFP must maintain certain minimum amounts of insurance. These requirements vary depending on the type and hazard of work being performed. The contractor's policy must be primary over any other valid and collectible insurance carried by Frisco ISD, and Frisco ISD must be named as an Additional Insured with respect to work being done/service provided. Any immunity available to Frisco ISD shall not be used as a defense by the contractor's insurance policy.

All Contractors who perform contracted services for Frisco ISD are required to provide proof of insurance prior to the start of the project.

A schedule of minimum requirements is provided. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor.

## **Contracted Nurses/Student Health Services**

Frisco ISD will allow a private nurse to accompany a student to school subject to the completion of the private nurse agreement and compliance with the insurance requirements. The nurse's policy must be primary over any other valid and collectible insurance carried by Frisco ISD, and Frisco ISD must be named as an Additional Insured. Any immunity available to Frisco ISD shall not be used as a defense by the private nurse's insurance carrier.

All nurses who perform private nursing services for a student at Frisco ISD are required to provide proof of insurance. The policy can be either an individual policy obtained by the nurse, or a group policy purchased by the employer to provide coverage for the nurse.

A schedule of minimum requirements is provided. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the nurse.

## **CERTIFICATES OF INSURANCE**

All Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

- i. Sets forth all endorsement and insurance coverage according to requirements and instructions contained herein.
- ii. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to FISC.
- iii. Endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

## **VERIFICATION OF COVERAGE**

The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and written on forms that have been approved by the Texas Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to FISC according to requirements and instructions contained herein. Certificates of insurance (or certified copies of policies) and any required endorsements shall be furnished to and approved by FISC before work commences. FISC reserves the right to require complete, certified copies of all required insurance policies at any time. Neither the approval by FISC of any insurance certificate supplied nor the failure to disapprove that insurance, shall relieve the vendor or contractor from full responsibility as outlined in any applicable contract or RFP.



# Frisco ISD Vendor Insurance Requirements

## Contracted Services Insurance

**ALL POLICIES**

## GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES:

- i. Insurance shall be written by a carrier with an A-: VII or better rating in accordance with current A.M. Best Key Rating Guide.
- ii. Only insurance carriers licensed or duly authorized to do business in the State of Texas will be accepted.
- iii. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to FISD.
- iv. Upon request, certified copies of all insurance policies shall be furnished to FISD.

## Contracted Services Insurance

## The following requirements are applicable as indicated:

**GENERAL LIABILITY**  
**\$1,000,000 Each**  
**Occurrence/Aggregate**  
**Additional Insured**  
**Waiver of Subrogation**

**PRODUCTS/COMPLETED**  
**OPERATIONS**  
**\$1,000,000**

**AUTOMOBILE LIABILITY**  
**\$1,000,000 Including Owned,**  
**Hired, & Non-Owned**  
**Additional Insured**  
**Waiver of Subrogation**

**UMBRELLA LIABILITY**  
**\$1,000,000 - \$10,000,000**  
**(Varies by RFP)**

## COMMERCIAL GENERAL LIABILITY INSURANCE

- i. Minimum Limits of \$1,000,000 per Occurrence with an annual Aggregate of \$1,000,000 for Bodily Injury, Personal Injury and Property Damage.
- ii. Coverage shall be provided for premises/operations and product/completed operations hazards.
- iii. The ISO Commercial General Liability Policy form ("Occurrence" form CG 0001, Ed. 2007) or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with Contractor's written proposal and must be approved by FISD.
- iv. FISD shall be added as an "Additional Insured." The coverage shall contain no special limitations on the scope of protection afforded to FISD its Board, employees, and volunteers.
- v. A Waiver of Subrogation in favor of FISD must be endorsed to the policy.

## AUTOMOBILE LIABILITY

- i. On Owned, Non-owned or Hired motor vehicles used on the site or in connection therewith, a minimum Combined Single Limit of \$1,000,000 each Accident for Bodily Injury and Property Damage, to include Uninsured/Underinsured Motorist coverage.
- ii. FISD shall be added as an "Additional Insured." There shall be no special limitations regarding the scope of protection afforded to FISD, its Board, employees, and volunteers.
- iii. A Waiver of Subrogation in favor of FISD must be endorsed in the policy.

## UMBRELLA LIABILITY

- i. Coverage shall follow form of underlying Commercial General Liability, Automobile Liability, and Workers' Compensation policies.



# Frisco ISD Vendor Insurance Requirements

## Contracted Services Insurance

The following requirements are applicable as indicated:

**WORKERS' COMPENSATION**  
Statutory Limits  
Waiver of Subrogation

**EMPLOYERS LIABILITY**  
\$1,000,000

**PROFESSIONAL LIABILITY**  
\$1,000,000 (If applicable)

**CYBER LIABILITY**  
\$1,000,000 Each Incident  
\$1,000,000 Aggregate  
(If Applicable)

**ENVIRONMENTAL/  
POLLUTION LIABILITY**  
\$1,000,000 Each Incident  
\$1,000,000 Aggregate  
(If Applicable)

### WORKERS' COMPENSATION INSURANCE

- i. Minimum Employer's Liability limits of:
  - (a) By Accident -- \$1,000,000 each accident
  - (b) By Disease -- \$1,000,000 each Employee and Policy limit.
- ii. "Texas," must appear in Item 3A of the declarations page or Item 3C must contain the following: "All states except those listed in Item 3A and the state of NV, ND, OH, WA, WV, and WY."
- iii. A Waiver of Subrogation in favor of FISD must be endorsed to the policy.

### CYBER LIABILITY

- i. Cyber Insurance should include but not be limited to:
  - a. 1<sup>st</sup> Party Coverage: Cyber Incident Response, Crisis Management/Public Relations, Business Interruption/Extra Expense, Digital Data Recovery, Network Extortion
  - b. 3<sup>rd</sup> Party Liability: Cyber/Privacy/Network Security Liability and Regulatory Proceedings Coverage
  - c. Frisco ISD shall be added as an Additional Insured with no Insured vs. Insured exclusion

### ENVIRONMENTAL/POLLUTION LIABILITY

- i. Minimum Limits of \$1,000,000 Each Incident with an annual Aggregate of \$1,000,000

**NOTICES** - All notices pertaining to insurance shall be given to FISD at the following address:

**Frisco Independent School District  
Central Administration  
Attn: Risk Management  
5515 Ohio Drive  
Frisco, Texas 75035  
Fax: 469-633-6325**

[RETURN TO HOME PAGE](#)

## ELEMENTARY SCHOOLS

Allen	5800 Legacy Drive	Frisco	75034	469-633-3800	G4
Anderson	2800 Oakland Hills Drive	Plano	75025	469-633-2300	I10
Ashley	15601 Christopher Lane	Frisco	75035	469-633-3700	D11
Bledsoe	1900 Timber Ridge Drive	Frisco	75036	469-633-3600	G3
Boals	2035 Jaguar Drive	Frisco	75033	469-633-3300	C3
Borchart	4300 Waskom Drive	Plano	75024	469-633-2800	I9
Bright Academy	7600 Woodstream Drive	Frisco	75034	469-633-2700	F6
Carroll	4380 Throne Hall Drive	Frisco	75033	469-633-3725	E4
Christie	10300 Huntington Road	Frisco	75035	469-633-2400	F8
Comstock	7152 Silverado Trail	McKinney	75070	469-633-3900	E12
Corbell	11095 Monarch Drive	Frisco	75033	469-633-3550	E2
Curtsinger	12450 Jereme Trail	Frisco	75035	469-633-2100	G9
Elliott	3721 Hudson Crossing	McKinney	75070	469-633-3750	D13
Fisher	2500 Old Orchard Drive	Frisco	75033	469-633-2600	E3
Gunstream	7600 Rockyridge Drive	Frisco	75035	469-633-3100	F8
Hosp	5050 Lone Star Ranch Parkway	Frisco	75036	469-633-4050	H2
Isbell	6000 Maltby Drive	Frisco	75035	469-633-3400	G11
Liscano	11222 Mammoth Cave Lane	Frisco	75035	469-633-2275	D9
McSpedden	14140 Countrybrook Drive	Frisco	75035	469-633-4025	F10
Miller	300 Cypress Hill Drive	Little Elm	75068	469-633-2075	A1
Minett	16000 Peyton Abbey Road	Frisco	75033	469-633-2375	A2
Mooneyham	2301 Eden Drive	McKinney	75072	469-633-3650	C9
Newman	12333 Briar Ridge Road	Frisco	75033	469-633-3975	C4
Nichols	7411 Nichols Trail	Frisco	75036	469-633-3950	F3
Norris	10101 Shepton Lane	Frisco	75035	469-633-4075	E10
Ogle	4200 Big Fork Trail	McKinney	75070	469-633-3525	E11
Phillips	2285 Little River Drive	Frisco	75033	469-633-3925	B3
Pink	3650 Overhill Drive	Frisco	75033	469-633-3500	D4
Purefoy	11880 Teel Parkway	Frisco	75033	469-633-3875	D3
Riddle	8201 Robinson Road	Plano	75024	469-633-3200	J8
Robertson	2501 Woodlake Parkway	Little Elm	75068	469-633-3675	C2
Rogers	10500 Rogers Road	Frisco	75033	469-633-2000	D6
Scott	10550 Millbend Drive	McKinney	75072	469-633-4000	B9
Sem	12721 Honey Grove Drive	Frisco	75035	469-633-3575	C8
Shawnee Trail	10701 Preston Vineyard Drive	Frisco	75035	469-633-2500	G8
Smith	9800 Sean Drive	Frisco	75035	469-633-2200	H7
Sonntag	2001 Reagan Drive	McKinney	75072	469-633-3850	C10
Sparks	8200 Otis Drive	Frisco	75036	469-633-3000	F2
Spears	8500 Wade Boulevard	Frisco	75034	469-633-2900	G7
Tadlock	12515 Godfrey Drive	Frisco	75035	469-633-3775	C8
Talley	5900 Coit Road	Frisco	75035	469-633-2175	G9
Taylor	9865 Gillespie Drive	Plano	75025	469-633-3625	H9
Vaughn	3535 Guinn Gate Drive	Frisco	75034	469-633-2575	F4

## INTERMEDIATE SCHOOL

Wortham	7404 Kickapoo Drive	McKinney	75070	469-633-3475	F12
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## MIDDLE SCHOOLS

Clark	4600 Colby Drive	Frisco	75035	469-633-4600	H7
Cobb	9400 Teel Parkway	Frisco	75033	469-633-4300	E3
Fowler	3801 McDermott Road	Plano	75025	469-633-5050	I9
Griffin	3703 Eldorado Parkway	Frisco	75033	469-633-4900	D4
Hunt	4900 Legendary Drive	Frisco	75034	469-633-5200	H7
Lawler	12921 Rolater Road	Frisco	75035	469-633-4150	F9
Maus	12175 Coit Road	Frisco	75035	469-633-5250	C9
Nelson	10100 Independence Parkway	Frisco	75035	469-633-4100	E10
Pearson	2323 Stonebrook Parkway	Frisco	75036	469-633-4450	G3
Pioneer Heritage	1649 High Shoals Drive	Frisco	75036	469-633-4700	F3
Roach	12499 Independence Parkway	Frisco	75035	469-633-5000	C10
Scoggins	7070 Stacy Road	McKinney	75070	469-633-5150	E12
Stafford	2288 Little River Road	Frisco	75033	469-633-5100	B3
Staley	6927 Stadium Lane	Frisco	75033	469-633-4500	E6
Trent	13131 Coletto Creek Drive	Frisco	75033	469-633-4400	C4
Vandeventer	6075 Independence Parkway	Frisco	75035	469-633-4350	G10
Wester	12293 Shepherds Hill Lane	Frisco	75035	469-633-4800	F9
Wilkinson	1892 PGA Parkway	Frisco	75034	469-633-4200	A3

## HIGH SCHOOLS

CTE Center	9889 Wade Boulevard	Frisco	75035	469-633-6780	G7
Centennial	6901 Coit Road	Frisco	75035	469-633-5600	F9
Emerson	6300 Collin McKinney Parkway	McKinney	75070	469-633-8100	F13
Frisco	6401 Parkwood Boulevard	Frisco	75034	469-633-5500	G6
Heritage	14040 Eldorado Parkway	Frisco	75035	469-633-5900	D10
Independence	10555 Independence Parkway	Frisco	75035	469-633-5400	D10
Lebanon Trail	5151 Ohio Drive	Frisco	75035	469-633-6600	G7
Liberty	15250 Rolater Road	Frisco	75035	469-633-5800	F10
Lone Star	2606 Panther Creek Parkway	Frisco	75033	469-633-5300	C3
Memorial	12300 Frisco Street	Frisco	75033	469-633-7300	D5
Panther Creek	1875 PGA Parkway	Frisco	75033	469-633-8200	A3
Reedy	3003 Stonebrook Parkway	Frisco	75034	469-633-6400	G3
Wakeland	10700 Legacy Drive	Frisco	75033	469-633-5700	D4

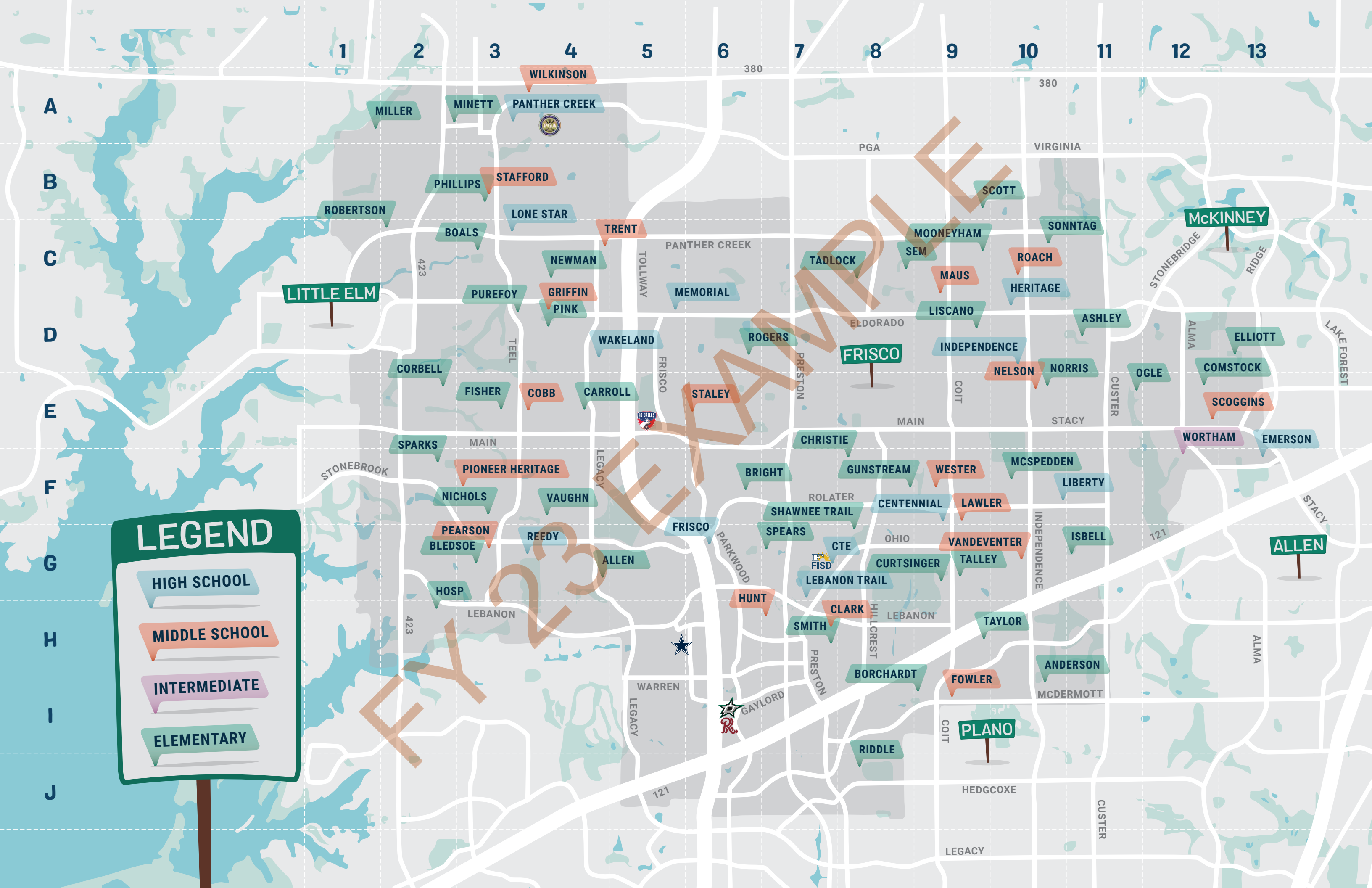
## DISTRICT-WIDE

Acker Special Programs Center	7159 Hickory Street	Frisco	75034	469-633-6800	F6
Administration Annex	6948 Maple Street	Frisco	75034	469-633-6222	E6
Administration Building	5515 Ohio Drive	Frisco	75035	469-633-6000	G7
Agricultural Learning Facility	9700 First Street	Frisco	75033		E5
Athletic Offices	7210 Stadium Lane	Frisco	75034	469-633-6120	E6
Bruce Eubanks Natatorium	7411 First Street	Frisco	75034	469-633-6160	E6
Child Development Center	7075 Hickory Street	Frisco	75034	469-633-6970	F6
Comerica Center	2601 Avenue of the Stars	Frisco	75034		I6
David Kuykendall Stadium	6942 Stadium Lane	Frisco	75034		E6
Early Childhood School	10330 Red Cedar Drive	Frisco	75035	469-633-3825	E8
Employee Clinic	6950 Stadium Lane	Frisco	75033	469-633-6120	E6
Ford Center at the Star	9 Cowboys Way	Frisco	75034		H5
PGA of America	1916 PGA Parkway	Frisco	75033		A4
Riders Field	7300 Roughriders Trail	Frisco	75034		I6
Sam Carter Service Center	12025 Rolater Road	Frisco	75035	469-633-6500	F9
Service Center I	12050 Rolater Road	Frisco	75035		F9
Child Nutrition				469-633-6980	
Transportation				469-633-6562	
Student Opportunity Center	6928 Maple Street	Frisco	75033	469-633-6700	E6
Swim Center	7210 Stadium Lane	Frisco	75034	469-633-6170	E6
Toyota Stadium	9200 World Cup Way	Frisco	75033		E5
Transportation Facility	6700 Cherry Street	Frisco	75033	469-633-6140	E5
Transportation West	10701 Dallas Parkway	Frisco	75033	469-633-6150	D5

**FRISCO ISD**  
**2023-2024**  
**DISTRICT**  
**FACILITY**  
**MAP**

**OUR MISSION is to know every student by name and need.**

**5515 OHIO DRIVE**  
**FRISCO, TEXAS 75035**  
**PHONE 469.633.6000**  
**FAX 469.633.6050**



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### LEGEND

- HIGH SCHOOL
- MIDDLE SCHOOL
- INTERMEDIATE
- ELEMENTARY

WILKINSON

MILLER

MINETT

PANTHER CREEK

PHILLIPS

STAFFORD

ROBERTSON

BOALS

LONE STAR

TRENT

NEWMAN

PUREFOY

GRIFFIN

PINK

MEMORIAL

WAKELAND

ROGERS

FRISCO

MOONEYHAM

SEM

SCOTT

SONNTAG

McKINNEY

LITTLE ELM

CORBELL

FISHER

COBB

CARROLL

STALEY

LISCANO

INDEPENDENCE

ASHLEY

ELLIOTT

COMSTOCK

SCOGGINS

SPARKS

PIONEER HERITAGE

CHRISTIE

BRIGHT

GUNSTREAM

WESTER

MCSPEDDEN

LIBERTY

STONEBROOK

NICHOLS

VAUGHN

FRISCO

SHAWNEE TRAIL

CENTENNIAL

LAWLER

ISBELL

ALLEN

PEARSON

BLED SOE

REEDY

ALLEN

SPEARS

CTE

OHIO

VANDEVENTER

TALLEY

HOSP

LEBANON

HUNT

LEBANON TRAIL

CURT SINGER

TAYLOR

ANDERSON

MCDERMOTT

WARREN

GAYLORD

SMITH

CLARK

HILL CREST

LEBANON

TAYLOR

BORCHARDT

FOWLER

PLANO

RIDDLE

HEDGCOXE

LEGACY

CUSTER

121

380

423

423

121

PGA

VIRGINIA

TOLLWAY

FRISCO

PRESTON

MAIN

STACY

CUSTER

STONEBRIDGE

RIDGE

LAKE FOREST

STACY

ALMA

LEGACY

PRESTON

COIT

CUSTER



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Name:	KIMBERLY SMITH	Run dates:	12/10/23 to 12/18/23
Company:	FRISCO ISD PURCHASING DEPT	Class:	1710
Address:	5515 OHIO DR.	Ad ID:	1069661
	FRISCO, TX 75035	Ad Taker:	JCRAGHEAD
Account ID:	43781	Sales Person:	005
Account #:		Inserts:	14
Telephone:	(469) 633-6386	Words:	166
Fax:	(469) 633-6515	Lines:	26
E-mail:	acct_payable@friscoisd.org	Columns:	3
SIC code:		Depth (Inches):	3.0

Publications: **Frisco Enterprise, Celina Record, STAR CLASSIFIED, Internet**

Payments:	Method	Card Type	Name on Card	Last 4 Digits	Expire Date	Check Number	Amount Paid
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Net: **\$198.00**

Paid Amount: - **\$0.00**

Amount Due: **\$198.00**

**LEGAL NOTICE**

**Frisco Independent School District**

**RFP 853-2024-04-26**

**Walk in Cooler & Freezer Condenser & Evaporator Units and Installation Service**

Frisco Independent School District (Frisco ISD or Fisd) is seeking pricing from qualified vendors for the purchase of condenser and evaporator units as well as the service to remove existing equipment and install new equipment. A minimum of three staff members will review responses for best value and make recommendations. Upon successful evaluation, the Board of Trustees may choose to qualify multiple vendors at the April 9, 2024, board meeting (date subject to change). Subsequent purchases will be made by purchase order.

Proposals will be received no later than:

**March 1, 2024 at 12:00 PM CT**  
 at <https://fisd.ionwave.net>

Interested vendors must first register in the district's e-bidding system, Ionwave. Register, obtain, and submit proposals at <https://fisd.ionwave.net>. To be considered for award, proposals may be received electronically through Ionwave.

For assistance with hard copy responses, please contact Etedal Frias at [friase@friscoisd.org](mailto:friase@friscoisd.org)  
 Late responses will not be accepted.