

# INVITATION FOR BIDS

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#2022IFB01  
VENDED MEALS



June 27, 2022

As set forth in this invitation for bids ("IFB"), the A.W. Brown Fellowship Charter School doing business as A.W. Brown Leadership Academy, an open-enrollment charter school, ("School") is accepting bids for this IFB by mail and email at the following address:

A.W. Brown Leadership Academy  
ATTN.: Purchasing Department IFB #2022IFB01: Vended Meals  
% Wanda Peer  
3810 West Red Bird Lane  
Dallas, TX 75237

or  
Email: Wanda Peer  
[wpeer@awbrown.org](mailto:wpeer@awbrown.org)

The IFB package may be found in its entirety at <https://www.awbrown.org/vendors>.

**Bids for #2022IFB01, Vended Meals, will be accepted until Friday, July 15, 2022 at 3:00 p.m. at the address and/or email indicated above. Bids will be opened at 10:00 a.m. on July 18 at the address indicated above.**

Consistent with Texas Government Code §552.104, bids are not public information until a recommendation has been made to and accepted by the School's Board of Directors.

Bid envelopes must be clearly marked with the IFB identification number and title and addressed as indicated above. Bids received via email must be clearly marked in the subject line with the IFB identification number and title and the bid documents should be attached as a PDF to remain unopened until the bid opening. Business Office staff are not authorized to open, and are required to return, improperly marked or unmarked submissions.

Bidders are solely responsible for submitting a bid responsive to this IFB's requirements to the above mailing address within the specified time. The School reserves the right to accept or reject any or all bids in the best interest of the School and to waive any informalities or irregularities in the IFB process.

Contact: Wanda Peer, Purchasing Officer - [wpeer@awbrown.org](mailto:wpeer@awbrown.org)

## Sec. 1. GENERAL INFORMATION.

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### Sec. 1.1. PURPOSE.

The purpose of this Invitation for Bids ("IFB") is to solicit bids for vended meals. This IFB sets forth the instructions for submitting bids, the specifications that must be addressed in a responsive bid, the procedure and criteria by which a bidder may be selected and the contractual terms by which A.W. Brown Fellowship Charter School doing business as A.W. Brown Leadership Academy, an open-enrollment charter school, ("School") intends to govern the relationship between itself and the selected vendor.

### Sec. 1.2. SCOPE.

Details are included in Section 4 of this IFB.

### Sec. 1.3. BACKGROUND.

The School is a Texas nonprofit corporation exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code that operates an open-enrollment charter school pursuant to a charter granted by the State Board of Education as subsequently amended and renewed by the Commissioner of Education. Presently, the School's charter has a contract ending date of July 31, 2026.

During the 2021-2022 school year, the School operated the following campuses with the following student enrollment and grade levels:

Table A: School Campuses.				
Campus Name	Campus ID	Campus Address	2022-2023 Student Enrollment	Grade Levels
Genesis Campus	057-816-102	6901 S. Westmoreland Road, Dallas, TX 75237	479	PK3-5th Grade
Quest Campus	057-816-101	5701 Red Bird Center Drive, Dallas, TX 75237	556	PK3-8th Grade
Total Student Enrollment			<b>1035</b>	

For the 2022-2023 school year, the School anticipates its enrollment to increase by 10% students to **1138**.

During the 2021-2022 school year, the School served the following number of meals:

<b>Table B: Meals Served.</b>				
<b>Campus Name</b>	<b>Campus ID</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Afternoon Snacks</b>
Genesis Campus	057-816-102	300	300	N/A
Quest Campus	057-816-101	300	400	N/A
Total Meals Served		600	700	

For the 2021-2022 school year, the School operated under the Community Eligibility Provision whereby all students are eligible for free meals. In general, the School observed that 58% of its students participated in the School Breakfast Program ("SBP"), 68% in the National School Lunch Program ("NSLP"). For the 2022-2023 school year, the School will participate in the SBP and the NSLP under the Community Eligibility Provision whereby all students will be eligible for free meals again. Thus, the School anticipates that 65% of its students will participate in the SBP and 75% will participate in the NSLP.

The School is a contracting entity with the Texas Department of Agriculture. The School's Contract Entity (CE) ID# is 00255.

**Sec. 1.4. EVALUATION CRITERIA.**

Refer to Sec. 6, Evaluation Matrix.

**Sec. 1.5. INCURRED COSTS.**

The School is not liable for any costs incurred by a bidder in the preparation and production of a bid or for any work performed prior to the issuance of a contract.

**Sec. 1.6. SELECTION OF RESPONSIVE, RESPONSIBLE BIDDER.**

The School may award this IFB to multiple bidders or to the bidder the School determines, in its sole discretion, provides the best value to the School, based upon its evaluation of bids. A contract or letter agreement for this IFB may be executed with a successful bidder(s) as a result of this process and the successful bidder(s) agrees that fulfillment of the award under this IFB is conditioned on agreement to and compliance with the terms of this IFB and any subsequent written agreement or contract.

**Sec. 1.7. RESPONSIVE, RESPONSIBLE BIDDER DEFINED.**

A responsive, responsible bidder is a bidder that provides a bid fully and specifically responsive to the technical and other requirements presented in this IFB and that possesses the ability to perform successfully under the terms and conditions of this IFB and resulting contract.

## Sec. 2. STANDARD TERMS AND CONDITIONS.

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### Sec. 2.1. APPLICABILITY.

The terms and conditions set forth in this section apply to this Invitation for Bids ("IFB") and form a part of the contract documents and are part of the terms of each purchase order for goods and/or services included in this IFB.

### Sec. 2.2. BID CONSTITUTES OFFER.

A bid submitted to A.W. Brown Fellowship Charter School doing business as A.W. Brown Leadership Academy ("School") by a bidder in response to this IFB constitutes an offer to contract with the School pursuant to the terms, conditions, specifications and other requirements of this IFB.

### Sec. 2.3. BIDDER REVIEW OF IFB.

Bidders shall review this IFB in its entirety. The School shall reject any bid from a bidder failing to review this IFB in its entirety.

### Sec. 2.4. CLARIFICATION OF IFB.

In the event that a bidder requires clarification of the content of this IFB, bidder shall submit a written request for clarification of the terms, conditions, specifications, required content, evaluation and forms to **Wanda Peer, Purchasing Officer**, [wpeer@awbrown.org](mailto:wpeer@awbrown.org). The School shall accept any and all requests for clarification received on or before **Thursday, July 14 at 10:00 a.m.**; thereafter, the School shall decline to address any subsequent requests for clarification. To foster a fair and open competition for this IFB, the School shall post all questions asked and answers provided at <https://www.awbrown.org/vendors> and transmit the same via email to all bidders that expressed an interest in this IFB. The School shall not address any verbal inquiries.

### Sec. 2.5. BID SUBMISSION AND OPENING.

Sec. 2.5.1. Bids must be submitted in conformance with the requirements set forth in this document and must be received by the School's Purchasing Department on or before **Friday, July 15 at 3:00 p.m.** Late submissions will be returned unopened. Faxed bids will not be accepted.

Sec. 2.5.2. Sec. 1.1.1. Bidders are solely responsible for submitting their bids, if by mail, in such a manner that they are assured delivery by their bid's carrier that it will be received by the School by the date and time specified in Sec. 2.5.1. The School shall not be responsible for the bidder's failure, or that of its carrier, to deliver the bid to the School by the date and time specified in Sec. 2.5.1 at the address specified in Sec. 2.5.3.

Sec. 2.5.3. Bid envelopes must be securely sealed and clearly marked with the IFB identification number and title and addressed as follows:

A.W. Brown Leadership Academy  
ATTN.: Purchasing Department IFB #2022IFB01: Vended Meals  
3810 West Red Bird Lane  
Dallas, TX 75237

Sec. 2.5.4. Bid envelopes must include the bidder's name and return address.

Sec. 2.5.5. Bids received via email must be clearly marked with the IFB identification number and title and the subject should be as follows:

[Bidder Name] #2022IFB01- A.W. Brown Vended Meals

Sec. 2.5.6. Emailed bids must include a PDF attachment separate from the body of the email, submitted only to the School, and not shared with any other bidder ahead of the bid closing.

Sec. 2.5.7. Purchasing Department staff are not authorized to open, and are required to return, improperly marked or unmarked submissions.

Sec. 2.5.8. Purchasing Department staff will securely maintain any bids received prior to the deadline established in Sec. 2.5.1 of this IFB.

Sec. 2.5.9. The School shall promptly open and tabulate bids at **10:00 a.m. on Monday, July 18, 2022** in the Purchasing Department located at 3810 West Red Bird Lane.

Sec. 2.6. ONLY SEALED BIDS SHALL BE ACCEPTED.

Only physical copies of bids submitted in securely sealed envelopes or emailed bids with one single secured PDF attachment shall be accepted. Bids that are submitted by any other medium, will not be accepted by the School.

Sec. 2.7. ORIGINAL BID AND BID COPY.

If submitted via mail, Bidders must submit two (2) copies of their bid. Each bid copy must be signed and initialed in blue ink in accordance with the instructions provided on each form of this IFB. If accepted as the winning bid, the bidder's bid shall become the contract. The School shall retain one copy of the bid, which it shall mark "ORIGINAL", maintain on file in its Business Office and use as the controlling copy of the contract over any copy to govern any dispute attributable to any revision to any other copy. The School shall forward one (1) copy of the contract to the successful bidder(s) with a notice of contract award.

Sec. 2.8. AMENDMENTS TO BIDS.

Neither bidders nor School shall change the terms, conditions or specifications of this IFB. Bidders shall submit clean copies of their bid (i.e., free of handwritten notations). The School shall reject any bid failing to meet this requirement.

Sec. 2.9. PRICE.

In submitting a bid, bidders shall guarantee to the School that the bid submitted and the price offered by the bidder shall remain firm for a period of not less than sixty (60) calendar days from the date specified in Sec. 2.5.1.

Sec. 2.10. DISCOUNTS.

Although the School may take advantage of any discount offered by the bidder for payment in less than thirty (30) calendar days, the School shall not consider discounts offered by the bidder during the evaluation of the bid submitted. The School will only evaluate bids based on the criteria set forth in Sec. 6.

Sec. 2.11. SUPPLEMENTAL INFORMATION.

All supplemental information required by this IFB must be included with the bid. Failure to provide complete and accurate information may disqualify bidder from consideration.

Sec. 2.12. FINALITY AND BID ERRORS.

All submitted bids shall be deemed final, conclusive and irrevocable, and no bid shall be subject to correction or amendment for errors or miscalculations by the bidder. Bids will represent a true and correct statement and shall contain no cause for claim of omission or error.

Sec. 2.13. WITHDRAWAL OF BID.

Sec. 2.13.1. A bidder may request to withdraw its bid based on proof of mechanical error; however, bidder may be removed from consideration or from any approved vendor list. Bidder's request must be submitted in writing by the authorized representative identified on Form A.

Sec. 2.13.2. Bids may be withdrawn up until the date and time specified in Sec. 2.5.1, at which time they become the sole property of the School.

Sec. 2.13.3. Once opened, the School shall decline to allow the withdrawal of a submitted bid for a period of ninety (90) days following the bid opening.

Sec. 2.14. REJECTION OF ANY AND ALL BIDS.

The School reserves the right to reject any and/or all bids.

Sec. 2.15. AWARD OF CONTRACT.

Sec. 2.15.1. The School shall award a contract to the lowest responsive, responsible bidder whose bid conforms to this IFB and whose bid will be most advantageous to the School.

Sec. 2.15.2. In considering bids and awarding a contract, the School reserves the right to waive any or all informalities and irregularities in the procurement process.

Sec. 2.15.3. Upon review of a bidder's qualifications and the determination that the bidder has previously failed to perform pursuant to the terms and conditions of a contract or that the bidder

is not capable of meeting the contract's requirements, the School reserves the right to reject the bidder's bid, even if the bid submitted is the lowest one.

Sec. 2.15.4. The School reserves the right to accept any bid(s) within thirty (30) calendar days following the bid opening.

Sec. 2.16. PURCHASE ORDER REQUIRED.

Orders may be submitted by telephone, fax, email, or mail. No valid orders will be submitted without a School approved purchase order number. Any additional agreements/contracts to be signed by the School shall be included with the bid.

Sec. 2.17. INVOICE.

Sec. 2.17.1. To receive payment for goods provided and/or services rendered, the bidder must submit a separate invoice, in duplicate, for each purchase order that includes the following:

- (a) are addressed to: A.W. Brown Leadership Academy, ATTN.: Business Office, 3810 West Red Bird Lane, Dallas, TX 75237
- (b) the correct purchase order number issued by the School; and
- (c) itemizes only the vended meals that have been served.

Sec. 2.17.2. Discounts will be taken from the date of receipt of goods or receipt of invoice, whichever is later. As pertains to this contract, the date of payment will be considered the date payment is mailed. If no discount is offered or accepted, payment terms will be net thirty (30) days.

Sec. 2.18. TAXES.

The School is exempt from all applicable Federal and State Tax. Tax-exempt information will be furnished upon request. Please contact Wanda Peer, Purchasing Officer, [wpeer@awbrown.org](mailto:wpeer@awbrown.org).

Sec. 2.19. USE OF BRAND NAMES.

The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider the bid to be as specified. Illustrations and complete description must be included with the bid if the bid states other than specified.

Sec. 2.20. UNDUE INFLUENCE.

In order to ensure the integrity of the selection process, bidder's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the bidder's response, directly or indirectly, through any contact with School board members or other School officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.

Sec. 2.21. PAYMENT TERMS.

Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by the School, payment terms shall be Net thirty (30) days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

Sec. 2.22. CONTRACTUAL RELATIONSHIP.

Nothing herein shall be construed as creating the relationship of employer or employee between the School and the bidder or between the School and the bidder's employees. The School shall not be subject to any obligation or liabilities of the bidder or bidder's employees incurred in the performance of the contract unless otherwise herein authorized. Neither the bidder nor bidder's employees shall be entitled to any of the benefits established for School employees, nor be covered by the School's Workers' Compensation Program.

Sec. 2.23. FUND AVAILABILITY.

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

Sec. 2.24. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE.

Termination of the agreement arising from this IFB under this paragraph is to be considered Termination for Non-Appropriation of Funds. The School shall have the continuing right to terminate any agreement arising from this IFB at the end of each fiscal year or end of the special revenue fund or grant during the term of the agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the School incurring any liability to bidder as a result of such termination, including early termination charges. If the School terminates this agreement pursuant to this paragraph, bidder will have the right to collect and retain payment for services rendered to the School through termination date but shall not be entitled to any early termination charges.

Sec. 2.25. ENFORCEMENT.

It is acknowledged and agreed that bidder's services to the School are unique, which gives bidder a peculiar value to the School and for the loss of which the School cannot be reasonably or adequately compensated in damages. Accordingly, bidder acknowledges and agrees that a breach by bidder of the provisions hereof will cause the School irreparable injury and damage. Bidder therefore expressly agrees that the School shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of an agreement arising from this IFB, but only if the School is not in breach of any such agreement.

Sec. 2.26. GOVERNMENTAL IMMUNITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BIDDER ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN AN AGREEMENT ARISING FROM THIS IFB SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY TO SCHOOL UNDER APPLICABLE LAW.

**Sec. 2.27. LIMITATIONS.**

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE SCHOOL (A GOVERNMENTAL AND PUBLIC ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS, ON THE SCHOOL'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEY'S FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE SCHOOL EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

**Sec. 2.28. GRATUITIES.**

The School may, by written notice to the contractor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the contractor in providing such gratuities.

**Sec. 2.29. ASSIGNMENT-DELEGATION.**

No right or interest in this contract shall be assigned or delegation of any obligation made by the contractor without the written authorization of the School. Any attempted assignment or delegation by the contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**Sec. 2.30. WAIVER.**

No claim or right arising out of a breach of any 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 party.

**Sec. 2.31. MODIFICATIONS.**

The contract may only be modified by a written agreement signed by authorized agents of each party.

**Sec. 2.32. INTERPRETATION OF EVIDENCE.**

No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract 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 the contract, the definition contained in the Code is to control.

Sec. 2.33. APPLICABLE LAW.

This contract shall be governed by the policies of the School's Board of Directors, the laws of the State of Texas and 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 as effective and in force on the date of this contract. The School's Board Policies can be accessed at [www.awbrown.org](http://www.awbrown.org).

Sec. 2.34. ADVERTISING.

Contractor shall not advertise or publish, without the School's prior consent, the fact that the School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

Sec. 2.35. LEGAL VENUE.

Both parties agree that the venue for any litigation arising from the contract shall lie in Hidalgo County, Texas.

Sec. 2.36. TERMINATION.

The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this IFB with thirty (30) days written notice upon default by the contractor, for delay or nonperformance by the contractor, or if it is deemed in the best interest of the School, for convenience.

Sec. 2.37. RECORD KEEPING.

The School, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representative must have access to any books, documents, papers, and records of the successful bidder that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

Sec. 2.38. DEBARMENT AND SUSPENSION.

Neither the bidder nor any of its officers, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

Sec. 2.39. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

The bidder acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the successful bidder and the School belongs to the School as work-for-hire and all rights are reserved by the School and/or the federal government in accordance with applicable federal law.

**Sec. 2.40. INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT.**

Pursuant to Texas Family Code §231.006(d), regarding child support, the bidder certifies that the bidder is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and the School may be terminated and payment may be withheld if this certification is inaccurate.

### Sec. 3. SPECIFIC TERMS AND CONDITIONS.

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#### Sec. 3.1. MEAL REQUIREMENTS.

In the execution of the contract, the successful bidder agrees to comply with the regulations set forth in Parts 210 and 220 of Title 7 of the Code of Federal Regulations ("7 CFR") and Part 200 of 2 CFR. Importantly, the successful bidder agrees to comply with the meal requirements for lunches and afterschool snacks promulgated in 7 CFR §210.10 and the meal requirements for breakfasts set forth in 7 CFR §220.8. Additionally, the successful bidder agrees to meet or exceed the meal requirements established by the U.S. Department of Agriculture and Texas Department of Agriculture.

#### Sec. 3.2. EQUAL OPPORTUNITY.

In the execution of the contract, the successful bidder agrees, consistent with the School's policy, not to discriminate on the basis of race, color, religion, sex, gender, national origin, age, disability, veteran's status, or any other basis protected by law.

Additionally, except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 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 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 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### Sec. 3.3. CERTIFICATE REQUIRED.

The successful bidder must provide a copy of a current state or local health certificate for each food preparation facility that it will utilize for this IFB as Form N.

#### Sec. 3.4. INSURANCE.

The successful bidder will carry and maintain Workers' Compensation, General Liability, and Fidelity Bonding insurance. A Certificate of Insurance (or notarized copy of said certificate) must be furnished with the bid as Form O.

#### Sec. 3.5. BACKGROUND CHECK.

The successful bidder must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to undertake a criminal history background check on all persons that are assigned to work at the School and that will have continuing duties related to the provision of goods and/or services and who has or will have direct contact with students. Any expenses associated with the background checks shall be borne by the successful bidder. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the successful bidder who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the School. The successful bidder shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to the School for inspection and review during normal business hours of the successful bidder and upon the request of the School or governmental authorities.

If an employee, representative, and/or agent of the successful bidder is determined to be ineligible to work at a Texas public school, such employee, representative, and/or agent shall not be eligible to provide services to the School. The School reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School pursuant to Texas law.

The successful bidder shall submit Form H.

Sec. 3.6. STUDENT INFORMATION.

Bidder acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by the School, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936. The School may determine that the successful bidder has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the School's students, and the successful bidder is an agent of the School solely for the purpose of providing services to the School. The selected bidder and the selected bidder's personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between the School and the successful bidder. Upon the termination of any agreement between the School and the successful bidder, the successful bidder will return to the School all student records, documentation, and other items that were used, created, or controlled by the successful bidder.

Sec. 3.7. INTELLECTUAL PROPERTY.

Bidder acknowledges that, in connection with this IFB, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to the School. For purposes of this IFB, "Confidential Information" shall include but not be limited to:

- (a) Information relating to the School's financial, regulatory, personnel, or operational matters;
- (b) Information relating to the School's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners;
- (c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs;
- (d) Contracts, product plans, sales and marketing plans, and business plans; and
- (e) All information not generally known outside of the School's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from the School or its agents.

The term "Confidential Information" does not include the following:

- (a) Information available to the public through no wrongful act of the receiving party;
- (b) Information that has been published; and

(c) Information required in response to subpoena, court order, court ruling, or by law.

Bidder agrees that it will not, at any time during or after termination of this IFB or any contract between the successful bidder and the School, use or disclose any confidential information or trade secrets of the School to any person or entity for any purpose whatsoever without the prior written consent of the School, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

Bidder agrees to release to the School all records and supporting documentation related to the services provided under this IFB or any contract between the successful bidder and the School upon completion of the services and/or termination of the contract.

## Sec. 4. SPECIFICATIONS.

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### Sec. 4.1. OVERVIEW.

A.W. Brown Fellowship Charter School doing business as A.W. Brown Leadership Academy ("School") seeks bids from qualified companies to provide vended meals at its campuses. The School intends to award one or multiple contracts to a vendor(s) to provide vended meals at its campuses.

### Sec. 4.2. Non-Unitized Meals.

Bidders shall agree to deliver non-unitized meals, meal components delivered, for breakfast and lunch including milk, to the campuses identified in Table A, Sec. 1.3.

### Sec. 4.3. FREQUENCY OF MEALS.

The successful bidder(s) shall agree to deliver meals five (5) days a week in accordance with the School's academic calendar made a part of this IFB as Appendix A. As appropriate and necessary and in a manner conforming to the School's academic calendar, the bidder(s) shall follow the academic calendar in determining days of delivery and days on which no meals will be ordered. The School shall provide written notice to the bidder(s) of any changes to the academic calendar within five (5) business days of said change.

### Sec. 4.4. DELIVERY OF MEALS.

Sec. 4.4.1. The successful bidder(s) shall agree to deliver meals at each campus identified in Table A, Sec. 1.3, in accordance with the following schedule.

Table C: Meal Delivery Schedule.		
Breakfast	Lunch	Afternoon Snacks
6:30 a.m.	9:00 a.m.	N/A

Sec. 4.4.2. The School may reject any meal that is delivered other than as agreed at Table C.

Sec. 4.4.3. The successful bidder shall agree to deliver all meals, including beverages, in appropriate containers at proper temperatures, as specified in the Texas Unified Nutrition Program System ("TX-UNPS") maintained by the Texas Department of Agriculture ("TDA").

### Sec. 4.5. MEAL REQUIREMENTS.

Sec. 4.5.1. The successful bidder(s) shall agree to furnish and serve a reimbursable breakfast, lunch and snack in accordance with U.S. Department of Agriculture ("USDA") and TDA meal patterns.

Sec. 4.5.2. Being that the School participates in the School Breakfast Program ("SBP") and National School Lunch Program ("NSLP"), surplus food commodities are available for use in the SBP and NSLP. The School intends for surplus food commodities be included in menus to the greatest extent feasible.

Sec. 4.5.3. The successful bidder shall agree to ensure that all food meets the requirements promulgated by the American Dietetic Association relating to salt, low sugar, low fat and high fiber.

Sec. 4.5.4. The successful bidder shall agree to meet all applicable recommended daily allowances adopted by the USDA and TDA.

Sec. 4.5.5. Sec. 4.5.5. The successful bidder shall agree to provide 8 food servers for the School. Each server must have a criminal history background check and the requisite licensing or certification for food handling. Food servers are responsible for serving each meal to the students in appropriate portions.

Sec. 4.5.6. The School will provide cashiers for each campus. The School oversees the day-to-day operation and management of the school nutrition program and not the vended meal company which includes managing the counting and claiming/POS, production records and daily operation of the program.

Sec. 4.5.7. The School is responsible for proper oversight and management of a resulting contract including, but not limited to:

Sec. 4.5.7.1. Quantities specified are made available and delivered.

Sec. 4.5.7.2. Delivery times and schedules are being met per contract terms.

Sec. 4.5.7.3. Product deliveries and/or services are occurring at the correct location if multiple locations are part of the awarded contract.

Sec. 4.5.7.4. Substitutions of products are being handled as outlined in the Terms and Conditions and are adequate for the specified product.

Sec. 4.5.7.5. Vendor response time to product or service issues is appropriate in regard to each situation, if any.

Sec. 4.6. BUY AMERICAN.

In accordance with 7 CFR §§ 210.21(d) and 220.16(d), the successful bidder(s) shall agree to purchase, to the maximum extent practicable, domestic commodities or products. Although an exception to this legal requirement may be available, the bidder(s) shall first seek and utilize an alternative to purchasing non-domestic food products.

Sec. 4.7. SPOILED OR UNWHOLESOME MEALS.

The School shall reject any and all meals that are spoiled or unwholesome at the time of delivery or which otherwise fail to conform to the meal requirements set forth in Sec. 3.1 and 4.5 of this IFB.

Sec. 4.8. VARIANCES IN MEAL ORDERS.

Although the School shall endeavor to provide to the successful bidder an accurate count of the meals that must be provided for breakfast, lunch and afternoon snacks, bidders should include in the bid a provision for accommodating unplanned variances in meal orders. In this event, the

successful bidder(s) shall only invoice the School for the actual number of meals consumed by students.

**Sec. 4.9. SPECIAL MEALS.**

Sec. 4.9.1. The School intends and plans to take students on field trips. In this event, the School shall provide written notice to the successful bidder(s) of any such event(s) at least five (5) business days prior to the trip. As appropriate and necessary, the School may request that the bidder(s) provide a meal to students on a field trip.

**Sec. 4.10. MEAL ORDERS.**

Sec. 4.10.1. Either the day prior to or the day of the meal, the School shall submit a written order for meals pursuant to the following schedule.

<b>Table D: Meal Order Schedule.</b>		
<b>Breakfast</b>	<b>Lunch</b>	<b>Afternoon Snacks</b>
2:00 p.m. on the day prior to delivery	8:15 a.m. on the day of delivery	N/A

Sec. 4.10.2. In the event that additional meals are required, the School shall be allowed to order additional meals. Alternatively, the successful bidder(s) may accommodate this request under Sec. 4.7 of this IFB.

Sec. 4.10.3. The successful bidder shall provide to the School a standard daily order form to be used to submit meal orders to the bidder. The bidder's form must provide for the distinct and separate ordering of each meal.

**Sec. 4.11. MEAL SUPPLIES AND FOOD.**

Sec. 4.11.1. The successful bidder(s) shall provide all forks, spoons, napkins, bowls, plates, cups, caps or hair nets, and serving gloves, all of which shall be disposable items. These items shall be used for the sole purpose of serving meals and snacks to students. The successful bidder(s) shall provide the School with a two-week inventory based upon the average daily meals ordered in the previous month plus adjustments for actual increases to the quantity of meals ordered.

Sec. 4.11.2. The successful bidder(s) and the School agree to use all the food supplied by the bidder and stored by the School for the sole purpose of meeting menu requirements. This includes, but is not necessarily limited to: bread, dry cereal, jelly, juice, ketchup, peanut butter, mayonnaise, mustard, and salad dressing.

Sec. 4.11.3. The School shall store all items provided by the bidder under Sec. 4.10.1 and 4.10.2 above until consumed.

Sec. 4.12. FOOD PREPARATION FACILITIES.

The successful bidder(s) shall make its food preparation facilities available for inspection by USDA, TDA, the School or any other state or local governmental agency with jurisdictional authority.

Sec. 4.13. VEHICLES AND EQUIPMENT.

Sec. 4.13.1. The successful bidder(s) shall provide all vehicles necessary to transport meals from its food preparation facility(s) to each campus, ensure that the drivers of said vehicles are licensed and its vehicles are adequately insured. The School shall not assume any liability or responsibility for the bidder's failure to meet the requirement set forth in this subsection.

Sec. 4.13.2. The successful bidder(s) shall provide equipment of proper quality and adequate size and in sufficient quantity as necessary to serve meals to students. This includes, but is not necessarily limited to: can openers, food warmers or steam tables, milk coolers, non-disposable scoops or ladles, toasters, and all other necessary serving appliances and utensils. The successful bidder(s) shall loan said equipment to the School at no additional cost. The School shall store said equipment at its campuses during the term of this contract and to clean said equipment daily. The School agrees to be responsible for and to safeguard said equipment. In the event of loss, the School agrees to replace the equipment at cost.

Sec. 4.14. MAINTENANCE AND PRODUCTION OF RECORDS.

Sec. 4.14.1. The successful bidder(s) shall prepare records, such as delivery tickets, necessary for the TX-UNPS and shall submit said records to the School on a monthly basis with its invoice.

Sec. 4.14.2. Upon written request from the USDA, TDA, the School or other governmental agency with jurisdictional authority, the successful bidder(s) shall produce and make readily available for inspection any and all records relating to this IFB and contract.

Sec. 4.14.3. The successful bidder shall maintain any and all records relating to this IFB and contract for five (5) years after the contract ends or until all audits and investigations are concluded.

Sec. 4.15. HEALTH CERTIFICATIONS.

The successful bidder(s) shall obtain, maintain and provide a current state or local health certificate for each food preparation facility and shall ensure that all health and sanitation requirements are met at all times.

Sec. 4.16. CONTRACT TERM.

Sec. 4.16.1. The successful bidder(s) shall furnish and serve meals as ordered by the School from the first day of the school year, Thursday, August 4, 2022, to the last day of the school year, Thursday, May 18, 2023.

Sec. 4.16.2. At its sole discretion, the School may renew this contract up to four (4) times. Each renewal shall be effective for only one (1) additional school year and shall commence on the first day of the school year and shall conclude on the last day of the school year.

Sec. 4.16.3. The School may provide a summer school program to its students and during said program provide meals and snacks to its students. This IFB and the resulting contract shall extend to the School's summer program and its related meal and snack service. Accordingly, the successful bidder(s) will be able to participate in the School's summer meal and snack program under this IFB and contract.

Sec. 4.16.4. The School and the successful bidder(s) may renegotiate the price quoted on Form C prior to any renewal to the extent that the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (South-Size Class B/C) ("CPI"). If agreed-upon by the School and bidder(s), the School and bidder(s) shall amend this contract to reflect the renegotiated price, including a price/cost analysis that takes into account the change in CPI.

Sec. 4.17. TERMINATION FOR CAUSE OR CONVENIENCE.

Sec. 4.17.1. As set forth in this IFB at Sec. 2.23, 2.24 and 2.36, the contract arising from this IFB may be terminated at any time for any reason by the School by giving thirty (30) days' written notice to the contractor. In the event of termination by the School or the contractor prior to the expiration of this contract, the contractor shall only be entitled to receive just and equitable compensation for any meals consumed by students up to and through the termination date. Upon termination of this contract, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession or under its care and control belonging to the other party. Additionally, this contract depends upon the continued availability of appropriated funds and, as applicable, expenditure authority from the grantor agency for the activities and purpose pertaining to this contract. If, for any reason, the School is unable to secure an appropriation of funds or approval for the expenditure of grant funds for this contract from the grantor agency or funds become unavailable by operation of law or the reduction of federal or state funds by the federal or state governments, this contract may be terminated by the School. Termination under this clause and provision is not a default and does not give rise to the contractor to assert a claim against the School.

Sec. 4.17.2. This contract may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party. However, the terminating party must first provide the aggrieved party an opportunity to address its failure. Such opportunity must be conveyed by the terminating party to the aggrieved party in writing (delivered via certified mail, return receipt requested) at least thirty (30) days written prior to the effective date of the contract's termination. At its option, the aggrieved party may request an opportunity to consult with the terminating party, which such opportunity shall not be unreasonably denied or withheld by the terminating party.

Sec. 4.17.3. Although not all-inclusive, the following constitute grounds for terminating this contract.

- (a) Contractor's failure to adhere to the terms, conditions, specifications or other requirements of this IFB and contract.
- (b) Contractor's delivery of any meals, including beverages and snacks, that do not conform to USDA, TDA and other applicable requirements, as set forth in this IFB and contract.

- (c) Contractor's delivery of any substitutions that differ from those agreed-upon by the School.
- (d) Contractor's failure to adhere to the delivery schedules set forth in this IFB and contract.
- (e) Contractor's failure to maintain a current health certificate for each food preparation facility and to meet all health and sanitation requirements at all times.

Sec. 4.18. MINIMUM QUALIFICATIONS.

To be considered for this Invitation for Bids ("IFB"), bidders shall meet the following qualifications:

- (a) Bidder must be incorporated or licensed to do business in the State of Texas and must be in good standing with the State of Texas.
- (b) Bidder must have working knowledge of and be in compliance with all state, county and city health and sanitation requirements.
- (c) Bidder, its subcontractor or its key personnel must have a minimum of five (5) years' experience providing vended meals that conform with USDA and TDA meal requirements.
- (d) Bidder, its subcontractor or its key personnel must have worked on at least three (3) comparable commercial accounts.
- (e) Bidder must have a food preparation facility(s) within a twenty-five miles radius from the School's campuses identified in Table A, Sec. 1.3, to accommodate the bidder's timely delivery of meals to students.
- (f) Bidder is not indebted to the School.
- (g) Bidder is a responsible bidder as determined under Sec. 6. 3.

Sec. 5. REQUIRED BID CONTENT AND SUBMISSION.

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**Instructions to bidder:** Bidder must submit information responsive to the requirements and specifications set forth on Form C. To the degree appropriate, bidder must identify and describe any deviations and exceptions to the terms, conditions, specifications, or other requirements of the Invitation for Bids (“IFB”).

Bidder must submit the required forms included in Section 7 of this IFB in the order indicated on Form B. If submitted by mail, bidder must submit two (2) copies of the bid in a securely sealed envelope, or other appropriate package adequate to conceal and contain the contents prior to the due date and time noted below, clearly marked with the IFB identification number and title and addressed as follows:

A.W. Brown Leadership Academy  
ATTN.: Purchasing Department #2022IFB01: Vended Meals  
3810 West Red Bird Lane  
Dallas, TX 75237

If submitted by email, bidder must submit an email to [wpeer@awbrown.org](mailto:wpeer@awbrown.org) and must be clearly marked with the IFB identification number and title and the subject should be as follows:

[Bidder Name] #2022IFB01- A.W. Brown Vended Meals

Emailed bids must include a PDF attachment separate from the body of the email, submitted only to the School, and not shared with any other bidder ahead of the bid closing.

Bids for #2022IFB01: Vended Meals, will be accepted until Friday July 15, at 3:00 p.m. and will be opened on Monday, July 18, 2022 at 10:00 a.m. at the address indicated above.

## Sec. 6. EVALUATION MATRIX.

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### Sec. 6.1. MANDATORY CRITERIA.

To be considered for a contract, bidders must meet all of the following requirements.

- (a) Bidder must be incorporated or licensed to do business in the State of Texas and must be in good standing with the State of Texas.
- (b) Bidder must have working knowledge of and be in compliance with all state, county and city health and sanitation requirements.
- (c) Bidder, its subcontractor or its key personnel must have a minimum of five (5) years' experience providing vended meals that conform with U.S. Department of Agriculture and Texas Department of Agriculture meal requirements.
- (d) Bidder, its subcontractor or its key personnel must have worked on at least three (3) comparable commercial accounts.
- (e) Bidder must have a food preparation facility(s) within a twenty-five radius from the School's campuses identified in Table A, Sec. 1.3, to accommodate the bidder's timely delivery of hot meals to students.
- (f) Bidder is not indebted to the School.
- (g) Bidder is a responsible bidder as determined under Sec. 6.3.

### Sec. 6.2. COST CRITERIA.

The School shall select the bid(s) that meet the requirements of this Invitation for Bids ("IFB") at the lowest price.

### Sec. 6.3. OTHER CRITERIA.

The School shall evaluate all bids on the following criteria solely for the purpose of determining if the bidder is a responsible bidder.

- (a) The reputation of the vendor and of the vendor's goods or services (40 points).
- (b) The quality of the vendor's goods or services (30 points).
- (c) The extent to which the goods or services meet the School's needs (20 points).
- (d) The total long-term cost to the School to acquire the vendor's goods or services (10 points).

Sec. 7. REQUIRED FORMS.

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**Instruction to bidder:** The forms included in this section must be completed legibly, either handwritten or typed. Where required, a duly authorized representative must initial and sign forms in blue ink. Failure to complete the forms pursuant to this and other instruction will disqualify the bid.

(The rest of this page was intentionally left blank.)

**Bid to A.W. Brown Leadership Academy for  
#2022IFB01: Vended Meals**

**Instruction to bidder:** This form must be completed legibly, either handwritten or typed. A duly authorized representative must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

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

Company Website: \_\_\_\_\_

Company Address: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

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

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

Title of Authorized Representative: \_\_\_\_\_

I certify that I am a duly authorized representative of the company identified on this form and, pursuant to said authorization, hereby submit a bid for the Invitation for Bids (IFB) identified above. I acknowledge that the company is solely responsible for accurately and completely preparing and submitting a timely and responsive bid and for clarifying, in writing, any IFB requirement. I also acknowledge that [CHARTER HOLDER] doing business as [CHARTER SCHOOL] (the "School") is not responsible for accurately and completely preparing and submitting a timely and responsive bid and, therefore, shall not take any action to this effect. In preparing the bid, I hereby represent that none of the IFB content was altered in any respect and that, should the contrary be found to be true, the bid shall be disqualified and removed from further consideration. I attest that the company's bid fully conforms to the instructions and requirements set forth in the IFB, including the date and time by when, and no later, a responsive bid shall be filed. Lastly, I also stipulate that the company's bid shall provide the vended meals as set forth thereon and in accordance with the terms and provisions published in the above identified IFB, unless modifications or alterations are clearly identified in the bid submitted and are accepted, in writing, by the School.

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Signature of Authorized Representative

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Date Signed

Form B: CHECKLIST.

(Last Updated: June 21, 2022)

**Instruction to bidder:** Bidder should use this checklist to ensure that all required forms are included in the bid in the order indicated hereon.

Required Form Included	Required Order	Required Forms	Initials and/or Signature Required
<input type="checkbox"/>	1	Form A: Cover Sheet.	Yes
<input type="checkbox"/>	2	Form B: Checklist.	
<input type="checkbox"/>	3	Form C: Bid.	Yes
<input type="checkbox"/>	4	Form D: Deviations and Exceptions.	Yes
<input type="checkbox"/>	5	Form E: References.	
<input type="checkbox"/>	6	Form F: Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying.	Yes
<input type="checkbox"/>	7	Form G: Felony Conviction Disclosure Statement.	Yes
<input type="checkbox"/>	8	Form H: Criminal History Review of Bidder Employees.	Yes
<input type="checkbox"/>	9	Form I: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts	Yes
<input type="checkbox"/>	10	Form J: Contract Provisions.	Yes
<input type="checkbox"/>	11	Form K: Conflict of Interest Questionnaire.	Yes
<input type="checkbox"/>	12	Form L: Child Support Certification.	Yes
<input type="checkbox"/>	13	Form M: IRS Form W-9.	Yes
<input type="checkbox"/>	14	Form N: Health Certificate.	
<input type="checkbox"/>	15	Form O: Certificate of Insurance	

Form C: BID.

*(Last Updated: June 21, 2022)*

**Instruction to bidder:** This form, and the responsive information solicited hereon, must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must initial and sign this form in blue ink. Failure to complete this form and to provide the requisite information pursuant to this and other instruction shall disqualify the bid.

I, the undersigned agent for \_\_\_\_\_ (“Bidder”), certify that Bidder:

- (1) Carefully examined the all sections of the Invitation for Bids (IFB), including the Notice, General Information, Standard Terms and Conditions, and the Specific Terms and Conditions;
- (2) Hereby bids and agrees to furnish vended meals in strict compliance with the terms, conditions, and specifications at the prices quoted on this Form C;
- (3) Affirms that, to the best of Bidder’s knowledge, the bid was prepared independently and submitted without colluding with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this IFB;
- (4) Understands that A.W. Brown Fellowship Charter School doing business as A.W. Brown Leadership Academy (the “School”) reserves the right to accept or reject any or all bids and alternates and waive all informalities and irregularities;
- (5) Agrees that this bid shall be completed within the time frame set forth and at no additional cost to the School for unexpected or unforeseen circumstances;
- (6) Represents that Bidder is not indebted to the School, as this shall be basis for having its bid disqualified and removed from further consideration; and
- (7) Acknowledges receipt of the following addendums, which are incorporated to the IFB by reference, by initialing the number of the addendum below and agrees to email Wanda Peer at [wpeer@awbrown.org](mailto:wpeer@awbrown.org) to verify outstanding addenda, recognizing that the Bidder’s failure to acknowledge outstanding addenda is cause for disqualification.

\_\_\_\_\_  
(Initial) Acknowledge that Addendum No. 1, dated \_\_\_\_\_, was received.

\_\_\_\_\_  
(Initial) Acknowledge that Addendum No. 2, dated \_\_\_\_\_, was received.

\_\_\_\_\_  
(Initial) Acknowledge that Addendum No. 3, dated \_\_\_\_\_, was received.

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Signature of Authorized Representative

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Date Signed

**Form C: Prices.**

**Instruction to bidder:** This section, and the responsive information solicited hereon, must be completed legibly, either handwritten or typed. Failure to complete this form and to provide the requisite information pursuant to this and other instruction shall disqualify the bid. Any deviations and exceptions must be documented on Form D. Also, refer to Sec. 4.16.4.

Item No.	Meal Type	Price Per Meal
1	Breakfast	\$
2	Lunch	\$
3	Afternoon snacks	\$

Form D: DEVIATIONS AND EXCEPTIONS.

*(Last Updated: June 21, 2022)*

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**Instruction to bidder:** This form must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must sign this form in blue ink. On this form, identify and describe any deviations and exceptions to the terms, conditions, specifications, or other requirements of the Invitation for Bids ("IFB"). If necessary, attach additional pages. A.W. Brown Fellowship Charter School doing business as A.W. Brown Leadership Academy reserves the right to accept or reject any bid based upon any deviation(s) or exception(s) identified hereon or any other modification of the IFB.

- ☐ The Bidder, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB without deviation and exception.
- ☐ The Bidder, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB except as follows:

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(For additional deviations and exceptions, refer to additional pages attached herewith.)

I, the undersigned agent for \_\_\_\_\_ ("Bidder"), certify that Bidder will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB except as identified and described on this form, including any additional pages attached hereto.

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Signature of Authorized Representative

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Date Signed

**Additional Page to Form D.**[illegible]

Form E. REFERENCES.

*(Last Updated: June 21, 2022)*

**Instruction to bidder:** On this form, identify three (3) organizations, preferably other charter schools, to which the bidder has provided vended meals of the type solicited in this Invitation for Bids. This form must be completed legibly, either handwritten or typed. Failure to complete this form pursuant to this instruction will disqualify the bid.

1. Organization's Name: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

\_\_\_\_\_

Name of Organization's Representative: \_\_\_\_\_

Representative's Telephone Number: \_\_\_\_\_

Representative's Email Address: \_\_\_\_\_

Description of Contract Deliverables: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Organization's Name: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

\_\_\_\_\_

Name of Organization's Representative: \_\_\_\_\_

Representative's Telephone Number: \_\_\_\_\_

Representative's Email Address: \_\_\_\_\_

Description of Contract Deliverables: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Organization's Name: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

\_\_\_\_\_

Name of Organization's Representative: \_\_\_\_\_

Representative's Telephone Number: \_\_\_\_\_

Representative's Email Address: \_\_\_\_\_

Description of Contract Deliverables: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FORM F: AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND  
ANTI-LOBBYING.

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(Last Updated: June 21, 2022)

**Instruction to bidder:** This form must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

I, the undersigned agent for \_\_\_\_\_ (“Bidder”), certify that I am fully informed regarding the accuracy of the following statements to which I attest to on this form and that the penalties herein are applicable to the company as well as to any person signing on behalf of the company.

- (1) Neither the company nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other bidder or potential bidder to receive any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any other bidder, and further states that no such money or other reward will be hereinafter paid.
- (2) No attempt has been or will be made by this company’s officers, employees, or agents to lobby, directly or indirectly, A.W. Brown Fellowship Charter School doing business as A.W. Brown Leadership Academy (the “School”) Board of Directors (the “Board”) between bid submission date and award by the School Board.
- (3) No company officer or stockholder is a member of the staff, or related to any employee of the School except as noted herein below:

\_\_\_\_\_  
\_\_\_\_\_

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

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

FORM G: FELONY CONVICTION DISCLOSURE STATEMENT.

(Last Updated: June 21, 2022)

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**Instruction to bidder:** This form must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Contractor, "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." Additionally, in accordance with this state law, "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 [...] or misrepresented the conduct resulting in the conviction." In this event, "The district must compensate the person or business entity for services performed before the termination of the contract." Section 44.034 "does not apply to a publicly held corporation."

I, the undersigned agent for \_\_\_\_\_ ("Bidder"), certify that: the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

- ☐ Bidder is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Bidder is not owned or operated by anyone who has been convicted of a felony.
- ☐ Bidder is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): \_\_\_\_\_

General description of the conduct resulting in the conviction of a felony:

\_\_\_\_\_

Name of Individual: \_\_\_\_\_

General description of the conduct resulting in the conviction of a felony:

\_\_\_\_\_

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Signature of Authorized Representative

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Date Signed

FORM H: CRIMINAL HISTORY REVIEW OF BIDDER EMPLOYEES.

(Last Updated: June 21, 2022)

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**Instruction to bidder:** This form must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must initial and sign this form in blue ink. Failure to complete this form pursuant to this instruction will disqualify the bid.

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

**Definitions:**

***“Covered Employees”:*** Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. The School retains the discretion to determine what constitutes direct contact with students.

***“Disqualifying Criminal History”:*** Any conviction or other criminal information designated by the School, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
  - a. Crimes involving moral turpitude;
  - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
  - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
  - d. Crimes involving school property or funds;
  - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
  - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that the School believes might compromise the safety of students, staff, or property.

All contractors must work with the School to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to the School.

### **Criminal History Review of Bidder Employees**

I, the undersigned agent for \_\_\_\_\_ (“Bidder”), certify that:

\_\_\_\_\_  
(Initial)      None of the employees of Bidder and any subcontractors are “covered employees” as defined on the instructions to this form. If this box is checked, I further certify that Bidder has taken precautions or imposed conditions to ensure that the employees of Bidder and any subcontractor will not become covered employees. Bidder will maintain these precautions or conditions throughout the time the contracted services are provided.

or

\_\_\_\_\_  
(Initial)      Some or all of the employees of Bidder and any subcontractor are “covered employees.” If this box is initialed, I further certify that:

- (1) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
- (2) Upon request, Contractor will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.
- (3) If the School objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to the School.
- (4) All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

I understand that non-compliance with this certification by Bidder may be grounds for contract termination and/or barring disqualified persons from performing the work.

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

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

FORM I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION FOR COVERED CONTRACTS

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(Last Updated: June 21, 2022)

**Instruction to bidder:** This form must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CFR Part 180.

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

I, the undersigned agent for \_\_\_\_\_ (“Bidder”), certify that

no suspension, debarment, proposed debarment, declaration of ineligibility or voluntary exclusion from participation is currently in effect, which would otherwise preclude Bidder or its owner(s), member(s) principal(s) or employees from receiving a federally funded contract under applicable federal statutes and regulations.

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Signature of Authorized Representative

---

Date Signed

FORM J: CONTRACT PROVISIONS.

(Last Updated: June 21, 2022)

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**Instruction to bidder:** With respect to the use of federal funds for the procurement of goods and services, pursuant to § 200.326 of Title 2 to the Code of Federal Regulations (“2 CFR”) and Appendix II to 2 CFR 200, the following contract provisions are hereby made a part of this Invitation for Bids and the resulting contract between the School and Bidder. The duly authorized representative identified on Form A must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

- A. **Remedies for Contract Breach or Violations.** Contracts for more than the simplified acquisition threshold currently set at \$250,000 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.
- B. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 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 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 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **Davis-Bacon Act.** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by School 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 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. School 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. School must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The School must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by School 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 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 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.
- G. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor 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).
- H. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

- I. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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.
- J. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more 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.
- K. Procurement of Recovered Materials. School 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 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 by 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.

Additional provisions for contracts paid with Federal Funds:

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

2) Pursuant to 2 CFR Part 200.215, when federal funds are expended by School for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, School will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. School has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

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

4) Pursuant to 2 CFR Part 200.334, When federal funds are expended by School for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that the vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5) Pursuant to 2 CFR Part 200.337, Vendor agrees that School, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

6) Pursuant to 2 CFR Part 318 (c)(1), 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 a firm considered for a contract.

I, the undersigned agent for the company named below, represent that the company agrees to the contract provisions set forth on this form.

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

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

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

Form K. CONFLICT OF INTEREST QUESTIONNAIRE.

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*(Last Updated: June 21, 2022)*

**Instruction to bidder:** The Texas Ethics Commission Form CIQ, Conflict of Interest Questionnaire, that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified on Form A, must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

(The rest of this page was intentionally left blank.)

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>	<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)	
<b>3 Name of local government officer about whom the information is being disclosed.</b> <div style="border: 1px solid black; height: 20px; margin-top: 5px; text-align: center;">Name of Officer</div>		
<b>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.</b>		
<p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p>		
<b>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.</b>		
<b>6</b> <input type="checkbox"/> <b>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).</b>		
<b>7</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> Date </div> </div>		

FORM L: CHILD SUPPORT CERTIFICATION.  
(Last Updated: June 21, 2022)

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**Instruction to bidder:** The Texas Health and Human Services Commission Form 1903, Child Support Certification, that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified on Form A, must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

(The rest of this page was intentionally left blank.)



**State of Texas  
Health & Human Services Commission**

**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

**Name**

**Social Security #**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III.**

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

**Signature**

**Title**

**Printed Name**

**Date**

FORM M: IRS FORM W-9.

*(Last Updated: June 21, 2022)*

**Instruction to bidder:** The U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified on Form A, must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

(The rest of this page was intentionally left blank.)

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>																																																		
<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	<b>2</b> Business name/disregarded entity name, if different from above																																																			
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____																																																			
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	<b>Requester's name and address (optional)</b>																																																		
<b>6</b> City, state, and ZIP code																																																				
<b>7</b> List account number(s) here (optional)																																																				
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<b>Part I Taxpayer Identification Number (TIN)</b>																																																				
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																				
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<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"><li>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</li><li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li><li>I am a U.S. citizen or other U.S. person (defined below); and</li><li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li></ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																				
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<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;"><b>Sign Here</b>  Signature of U.S. person ▶ _____</td><td style="width: 40%;"><b>Date ▶</b> _____</td></tr></table>			<b>Sign Here</b>  Signature of U.S. person ▶ _____	<b>Date ▶</b> _____																																																
<b>Sign Here</b>  Signature of U.S. person ▶ _____	<b>Date ▶</b> _____																																																			
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<b>General Instructions</b>																																																				
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"><li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>Form 1099-S (proceeds from real estate transactions)</li><li>Form 1099-K (merchant card and third party network transactions)</li><li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>Form 1099-C (canceled debt)</li><li>Form 1099-A (acquisition or abandonment of secured property)</li></ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</p>																																																				
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<small>Cat. No. 10231X</small> <span style="float: right;"><small>Form <b>W-9</b> (Rev. 10-2018)</small></span>																																																				

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exemption contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FORM N: HEALTH CERTIFICATE.

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*(Last Updated: June 21, 2022)*

**Instruction to bidder:** The bidder must attach behind this form cover sheet a health certificate (or a notarized copy of the same) issued by the state or local municipality for the food preparation facility to be used to prepare the vended meals under this IFB. Failure to provide a health certificate pursuant to this and other instruction shall disqualify the bid.

(The rest of this page was intentionally left blank.)

FORM O: CERTIFICATE OF INSURANCE.

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*(Last Updated: June 21, 2022)*

**Instruction to bidder:** The bidder must attach behind this form cover sheet a Certificate of Insurance (or a notarized copy of the same) demonstrating that it has and maintains Workers' Compensation, General Liability, and Fidelity Bonding insurance. Failure to provide this proof pursuant to this and other instruction shall disqualify the bid.

(The rest of this page was intentionally left blank.)

SEC. 8. APPENDICES.

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**Instruction to bidder:** The appendices included in this section contain information relevant to this Invitation for Bids and to the preparation of a responsive bid.

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## APPENDIX A: ACADEMIC CALENDAR.

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# A.W. Brown Leadership Academy 2022-2023 Scholar Calendar

<p><b>AUGUST '22</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<p>4 – 1<sup>st</sup> Day of School 4 – Marking Period Begins</p> 	<p><b>FEBRUARY '23</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28					<p>17 – 4<sup>th</sup> Marking Period Ends Early Release @ 11:50 AM 20 – Scholar/Staff Holiday Presidents' Day 21 – 5<sup>th</sup> Marking Period Begins</p> 																												
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