



**REQUEST FOR QUALIFICATIONS #163.23**

Construction Manager-Agent/Project Manager Services

**Issued by:**

**Teresa Fields**

Project Manager

New Caney ISD

22784 Hwy 59S Building E

URL: [www.newcaneyisd.org](http://www.newcaneyisd.org)

Email: [tfields2@newcaneyisd.org](mailto:tfields2@newcaneyisd.org)

**Submittal Deadline:**

**June 27, 2023 @ 2:00 p.m.**

---

## TABLE OF CONTENTS

Items below represent components which comprise this bid/proposal package. Respondents are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Teresa Fields immediately.

Part	Page
1.0 Notice of Intention.....	3
2.0 Proposal Requirements .....	4
3.0 Instructions to Proposers.....	6
4.0 Scope & Specifications.....	10
5.0 Evaluation & Award of Proposals .....	15

## **PART 1.0 – NOTICE OF INTENTION**

New Caney Independent School District (“NCISD” or the “District”) is seeking statements of qualifications from qualified firms to provide Construction Manager-Agent (“CMA”)/Project Management services for NCISD in connection with certain NCISD facilities and construction projects, including, without limitation, those stemming from NCISD’s successful 2023 Bond Referendum (collectively, “2023 Bond Program”), and other future, yet-to-be-determined projects.

The term of the prospective contract is for a period of **a maximum of** five (5) years with up to five (5) one-year renewals.

The total amount of the 2023 Bond Program is \$695 million, to fund new school construction, facility improvements, and land acquisition.

**Proposition A** was approved in the amount of \$634 million in bonds and includes:

- Phase 2 of West Fork High School Construction
- Elementary School #12 (located in The Highlands subdivision)
- Replacement campus for New Caney Elementary School
- New Caney HS Career & Technical Education Facility
- Middle School #5
- Middle School #6
- Administration Building
- Transportation Expansion
- Porter High School CTE & Fine Arts Improvements
- Operations Building
- Alternative Learning and Credit Recovery Campus Relocation
- Elementary School #13
- Clear Touch Classroom Technology
- School Playground Accessibility
- Land Acquisition
- Life Cycle Updates

**Proposition B** was approved in the amount of \$61 million in bonds and includes:

- District Ag Science Center Expansion
- New Caney High School Extracurricular Improvements
- Porter High School Extracurricular Improvements
- West Fork High School Extracurricular Improvements

## PART 2.0 – PROPOSAL REQUIREMENTS

*Please read carefully this entire proposal document and specifications. Complete all forms and submit your bid with all appropriate attachments.*

### 2.1 Request for Qualifications (RFQ) Documents

Under “Departments” please proceed to “Business and Finance Service”, “Purchasing”, “Bid Opportunities”. It is the respondent’s responsibility to check this website for addenda postings prior to submitting responses.

### 2.2 Tentative Time Table

NCISD anticipates following the time table listed below for this job:

Item	Activity	Date & Time
1	Job starts to advertise (1 <sup>st</sup> run)	June 7, 2023
2	Job advertised (2 <sup>nd</sup> run)	June 14, 2023
3	Addenda (if any)	June 21, 2023
4	Deadline for submission of qualifications ( <i>See Part 4 – Instruction to Proposers – for detailed submission requirements</i> )	June 27, 2023 @ 2:00PM Central Time
5	Extended Deadline (if any)	
6	Award Date	July 17, 2023

The table above is only an estimate and may vary.

### 2.3 Procurement Method

NCISD is utilizing the Request for Qualifications (RFQ) method of procurement in accordance with Subchapter E of Chapter 2269 of the Texas Government Code.

### 2.4 Requirements for Return of Statements of Qualifications

**All responses shall be submitted to:**

New Caney ISD Facilities Planning and Construction Offices  
22784 Hwy 59S, Building “E”  
Porter, TX 77365

All respondents shall clearly mark on the envelope:

Request for Qualifications (RFQ) 163.23

Due: June 27, 2023 before 2:00pm Local Time in the New Caney ISD Facilities Planning and Construction Office  
Located at: 22784 Hwy 59S, Building “E”, Porter, TX 77365

### 2.5 Rights Reserved by NCISD and Restrictions on RFQ Process

- NCISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Qualifications.
- NCISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with NCISD. NCISD may make multiple awards, and this fact should be taken into consideration by each proposer.
- NCISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract.

pursuant to this RFQ.

- d) NCISD reserves the right to award contracts for individual products or services as may appear advantageous. NCISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. NCISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the District. NCISD also reserves the right as sole judge of quality and equality.
- e) NCISD may request clarification from firms for the purpose of eliminating minor errors, and/or non-substantive irregularities. Clarification does not give a firm the opportunity to revise, change, or modify its statement of qualifications except to the extent of correction of the error. NCISD reserves the right to require additional information from firms and to conduct necessary investigations to determine firm's competence and qualifications and/or the accuracy of information.
- f) NCISD, IN ITS OWN DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY OFFER AND/OR REJECT ANY AND ALL STATEMENTS OF QUALIFICATIONS WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS REQUEST FOR QUALIFICATIONS. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, OFFEROR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST NCISD, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY FIRM; (2) ANY REQUIREMENTS UNDER THE SOLICITATION OR RELATED DOCUMENTS; (3) THE SELECTION OR NON-SELECTION OF ANY FIRM, THE REJECTION OF ANY FIRM; AND/OR THE AWARD OF A CONTRACT, IF ANY.

## **2.6 Questions and Clarification**

- a) Respondents finding errors, requests for additional information, omissions, or corrections that need to be made in these document specifications shall contact the Facilities Planning and Construction Department in writing before June 21, 2023. Written requests shall be submitted via email to [facilitiesconstruction@newcaneyisd.org](mailto:facilitiesconstruction@newcaneyisd.org). Responses will not be provided for questions received after the deadline.
- b) NCISD will not answer verbal questions; any responses to a prospective vendor's questions will be posted on the NCISD website.

## **PART 3.0 – INSTRUCTIONS TO RESPONDENTS**

This portion of the RFQ includes instructions on the format proposers must follow in preparing and submitting their statements of qualifications.

### **3.1 Compliance with Specifications**

Proposers are required to respond to all requests identified in this RFQ and indicate their acceptance or objection to the terms of the RFQ and the terms of the Agreement. Any exceptions to the terms and conditions in the RFQ or the Agreement must be clearly indicated in the proposer's Note to Buyer section of the proposer's submitted proposal. Each proposer, by making its proposal, represents that the proposer has read and understands the RFQ and the Agreement.

### **3.2 Required Proposal Format**

All proposers are required to respond before the deadline. All forms in the RFQ must be completed and submitted with response.

### **3.3 Addendum**

Any interpretations, corrections, additions, or changes to this RFQ will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by NCISD.

### **3.4 Disqualification**

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

### **3.5 Interpretation**

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

### **3.6 No Return of Proposals; Withdrawal of Proposals**

Once submitted, NCISD will not return proposals to proposers.

#### **Non-Collusion Statement**

Proposers are required to certify a Non-Collusive Statement. Proposers are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that proposer has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against NCISD or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

### **3.7 Open Records Policy**

NCISD is a governmental body subject to the Texas Public Information Act. To the extent that federal funds are used for all or a portion of a specific project, the federal Freedom of Information Act may apply. Proposals submitted to NCISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a proposer believes that its response, or parts of its response, may be exempted from disclosure under Texas or federal law, the proposer must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the proposer must specify which exception(s) to the Texas Public Information Act or Freedom of Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. NCISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by proposers.

### **3.8 Responsible Vendor**

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such

resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

### 3.9 Responsive Proposal

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

### 3.10 NCISD is tax-exempt

NCISD is tax-exempt. Proposal prices should not include taxes.

### 3.11 Conflict of Interest (CIQ Form – this is included as part of the Vendor Packet that must be completed and submitted as part of the package).

New Caney Independent School District (NCISD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. As of September 1, 2015, any vendor who does business with NCISD or who seeks to do business with NCISD must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of NCISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of NCISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of NCISD.

**“Vendor”** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

**“Business relationship”** means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

**“Family relationship”** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

- **“Local government officer”** means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).* **NCISD Board of Trustees include:**

Ty Trout, President	Wendy Sharp
Creg Mixon, Vice-President	Angela Tompkins
Elizabeth Harrell, Secretary	Chad Turner
Beth Prykryl, Assistant Secretary	Matt Calvert, Superintendent

- **Current local government officers include, but are not limited to:**

Brandy Chelette	Blake Carroll
Christie Gates	Raymond Bias

**If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.**

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware a conflict of interest exists.



## **PART 4.0 – SCOPE & SPECIFICATIONS**

### **4.1 REQUEST FOR QUALIFICATIONS DEFINED**

The intention of this Request for Qualifications (RFQ) is to solicit statements of qualifications for Construction Manager-Agent/Program Management services for New Caney Independent School District.

NCISD is utilizing the Request for Qualifications (RFQ) method for the procurement of this service in accordance with Subchapter E of Chapter 2269 of the Texas Government Code.

### **4.2 PROJECT SCOPE OF WORK**

NCISD is seeking statements of qualifications from CMA/Program Manager firms.

NCISD is considering design and construction of projects included in the 2023 Bond Program and other future, yet-to-be-determined projects.

Other, separate, projects may be planned and implemented during the contract duration of this RFQ and extensions thereof, although probably not of the magnitude of the 2023 Bond Program projects.

The selected individual(s) or firm(s) will coordinate with the project architects, engineers, contractors and other consultants. NCISD will hold all construction contracts and is seeking a relationship with the CMA/Project Management firm as defined by Texas Government Code Section 2269.201.

The services included in the Project Management contract may include overall project management services, oversight of solicitation of requests for proposals from prime contractors, development of scopes of work, construction standards, scheduling and estimating, bidding and negotiations, assistance with NCISD's small business program, design review (with regard to costs, schedule and constructability), quality assurance, construction management, on-site inspection, review of contractor pay applications, and construction close-out.

The Program Manager may not self-perform any work in the 2023 Bond Program or serve as a subcontractor on any project in the 2023 Bond Program, and will serve NCISD in a fiduciary capacity, as provided by Texas law.

### **4.3 ATTACHMENT A: STATEMENT OF QUALIFICATIONS**

Interested Construction Manager-Agent/Program Manager firms shall complete a Statement of Qualifications as part of the submitted response.

The firm shall provide all information in a clear and concise manner as to allow for the evaluators to clearly understand the firm's demonstrated competence and qualifications.

**The Statement of Qualifications shall include:**

#### **a. General Information of the Firm's qualifications and competence**

- Provide information concerning qualifications or advantages that make your firm uniquely qualified to perform the professional services you are offering.
- At the conclusion of the project, would your firm transfer electronic files containing project data for NCISD's continued use? (Explain if needed.)
- Would your firm grant to NCISD the license to reproduce electronic drawings, specifications, and other project data, for purposes of future maintenance of the buildings and as background data for future alterations or additions to the buildings provided that the architect for any such

alterations or additions would assume liability for said alterations or additions? (Explain if needed.)

- Explain your firm's program management philosophy.
- Describe the process of construction observation and inspections, the frequency of field trips recommended, reporting procedures and steps taken to confirm corrective measures are taken to assure the construction is in compliance with the construction documents.
- Describe what your firm will do to foster teamwork and cooperation from contractors and other professional service providers and what your firm will do to minimize adversarial relationships.
- Describe your firm's communication process to keep all stakeholders, contractors, vendors, etc. informed during all phases of the project.

**b. Details of the services the Firm is able to provide, including consulting services**

**c. Litigation and Arbitration History; Claims**

- In your Firm's entire history, including time under former names or ownership, have there been or are there currently any judgments, claims, arbitration, or mediation proceedings, or suits against your Firm or its officers? If yes, include the issues and outcome for each instance.
- Describe all instances of project disputes, which, in the last five (5) years, reached the level of formal mediation, arbitration, or litigation. For each dispute, describe the parties involved, the nature of the dispute, and the amount in the dispute. Please provide this information for all the disputes arising out of the firm's projects, regardless of whether the firm was a party or a witness in the dispute.
- In the last five (5) years has your firm had a contract terminated? If yes, describe the parties involved, the nature of the dispute, and the amount in the dispute.
- Has the firm or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

**d. Professional Liability Insurance**

- NCISD requires construction professional services providers to carry professional liability or errors and omissions insurance in a minimum amount of \$1,000,000 per occurrence for their involvement in the 202 Bond Program throughout the contract period and for three years thereafter, as required by Texas Government Code Section 2269.208.
- Please provide:
  - Insurance Company name, address, contact person, and phone number
  - Current dollar limit per project, current dollar limit in the aggregate, deductible amount
  - Have any claims been made against your Firm for errors and omissions in the past five (5) years? If yes, what was the disposition of the claim(s)?
  - Describe your Firm's loss ratio for the last five (5) years

**e. Firm's experience**

- Provide the following information for 5 projects for other school districts, governmental entities, or other commercial construction projects (school project experience is preferred):
  - Owner, contact, and phone number
  - Name and location of project
  - Original budget and final cost
  - Date completed
  - Managing principal
  - Project manager
  - Scope of services performed
  - List of consultants used, including type, firm name, contact, and phone number
- List the total number of public K-12 educational projects your firm has completed in Texas in the last five years. What percentage of your total volume of work does this represent?

- What percentage of your clients are repeat clients? List the top three with contact information.
- Describe your firm's involvement with assisting governmental entities with implementation of their small business programs.
- Describe your firm's close-out and warranty procedures

**f. Firm Capacity**

- Provide a brief resume, including educational background and project experience, for the personnel who will be assigned to NCISD
- Identify who the principal-in-charge, project manager, and other planners would be
- Identify experience with Montgomery County and City of Houston permitting.
- Provide information in tabular format about the five (5) largest projects in the office that would serve NCISD: project name, estimated cost, project stage, estimated completion date, and client name and contact information
- Indicate the number of full-time employees who are:
  - In proposer's closest office to NCISD (should be office servicing NCISD)
  - In all office locations
  - Registered Architects (Registered in Texas)
  - Licensed Engineers (Licensed in Texas)
  - Draftsmen (not licensed or registered employees)
  - Construction Observers
  - Registered Accessibility Specialists
  - Building Industry Consulting Service International (BICSI) Certifications
  - American Society of Industrial Security (ASIS) Certified
  - Certified in another craft that adds value (please explain)

## **4.5 ADDITIONAL REQUIRED INFORMATION**

**a. General Corporate and Contact Information**

Interested firms are required to include all of the following in the as part of the submission:

- Describe the company's official registered name and its principals.
- Provide a brief history of the company, including the year it was established.
- Provide the company's organizational chart.
- Provide the company's Dun & Bradstreet (D&B) number.
- Provide a description of the company's relevant market and the company's position within it.
- Proposer agrees to provide NCISD with the following financial information if requested by NCISD at any point during the procurement process, including before or after contract award: If public, the proposer's income statement, balance sheet, and cash flow for the past three (3) years; if private, the proposer's audited financial statements for the past two years (if available). A proposer's failure to provide this financial information may impact the NCISD Administration's recommendation to the NCISD Board of Trustees for the award of the contract.

**b. References**

The Reputation of Vendor will be evaluated by using an online survey sent to the list of references provided by the vendor. The evaluation will be based on the average score from the survey results. Provide at least five references of governmental entities (school districts preferred) that have purchased services, products, and/or related items from you in the last 3-4 years. References are to be provided as part of the submission. Please use the following format for all references:

- School District/Governmental Entity/Company Name
- Address

- Contact Name
- Phone Number
- Email
- Name and contact information (phone number and email) for a contact with each architectural firm responsible for major projects for each entity named

#### **4.5 SUBMISSION**

The interested Construction Manager-Agent/Program Management firm shall respond by submitting all required documentation by the deadline as referenced in Section 2.4.

#### **4.6 EVALUATION PROCESS**

As required by law, the selection of a CMA/Program Manager will be made on the basis of demonstrated competence and qualifications in accordance with Texas Government Code sections 2269.207 and 2254.004. The evaluation process will be a Two-Step Process. In step one of the selection process, NCISD will review all responsive Statements of Qualifications received by the deadline and evaluate each offeror's experience, technical competence, capability to perform, past performance, references and other relevant factors submitted in response to this Request for Qualifications. No pricing information will be sought, and none may be provided until the commencement of contract negotiations with the selected firm(s). NCISD may select multiple finalists to participate in interviews, at its discretion.

#### **NO MENTION OF FEES OR COSTS WILL BE ALLOWED for STEP 1.**

**Step 1** will be the evaluation of the Statement of Qualifications submitted by CMA/Program Manager firms. Weighted criteria will be used. The firms will be ranked 1, 2, 3, etc. Interviews and presentations will be used, if necessary, to help evaluate firms.

**Step 2** will be negotiations with the top ranked firm to attempt to agree on a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of CMA/Program Management Services, NCISD shall:

- (1) formally end negotiations with that provider;
- (2) select the next most highly qualified provider; and
- (3) attempt to negotiate a contract with that provider at a fair and reasonable price.

NCISD shall continue the process described above to select and negotiate with providers until a contract is entered into.

#### **4.7 CONTRACT NEGOTIATION**

Offerors are requested to supply their form contract documents with their submissions, if desired. The form of contract will be subject to review, revision, and approval by NCISD.

## PART 5.0 – EVALUATION AND AWARD OF PROPOSALS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation by NCISD, to be the best value to NCISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

### 5.1 Evaluation Criteria

A committee selected by NCISD will review and evaluate all proposals and make a recommendation to the NCISD Board of Trustees. NCISD will base a recommendation for contract award on the following factors, in accordance with Texas Government Code 2254.004:

Evaluation Factors	Weighted Value
1. Presentation of Statement of Qualifications / Response to RFQ / Interview or presentation (if any)	20 Points
2. Past Relevant Performance of Professional Services	25 Points
3. Reputation of Vendor and of Vendor's services (based on the average score from the survey results and other related information)	25 Points
4. Firm's proposed personnel/team, certifications, and qualifications and extent to which such meets NCISD's needs and is appropriate for NCISD's 2023 Bond Program	25 Points
5. Financial/Management Strength	5 Points
	100 Points

Based on the final rankings, NCISD will select the firm(s) it believes to be the most highly qualified and may attempt to negotiate an acceptable contract with such firm(s) for one or more projects.

### 5.2 Estimated Quantities

NCISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. NCISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

### 5.3 Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) participation

NCISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Proposers shall indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

### 5.4 Non-Exclusive Contract

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of NCISD. NCISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in NCISD's sole discretion.

**New Caney ISD Checklist**  
**Vendor Forms V3E (On Campus, Possibly alone with kids, or > than 5 days)+E.D.G.A.R.**

**Contractor: \_\_\_\_\_**

**Initial by each item before sending back**

1 \_\_\_\_\_ Checklist

2 \_\_\_\_\_ Student Involvement Form

- Department Signature & Bookkeeper signature

3 \_\_\_\_\_ Independent Contract Agreement is complete **(OR)** An equivalent Contract Agreement has been submitted

- All blanks are completed with required data (date of services and price is a MUST)
- Contractor signature
- Contract recommended by signature is complete (who on the campus is requesting their services)

4 \_\_\_\_\_ Vendor Information Form

5 \_\_\_\_\_ Procurement Category form

6 \_\_\_\_\_ W-9 Form

- Document is complete
- If not present, does the district have a current copy on file? (Information hasn't changed)

7a/7b \_\_\_\_\_ CIQ (instruction page included)

- Is the CIQ complete per directions included in packet?

8 \_\_\_\_\_ Suspension and Debarment Form

9 \_\_\_\_\_ Certificate of Residency

10 \_\_\_\_\_ E.D.G.A.R. Certifications

11 \_\_\_\_\_ Felony Conviction Notification

12a/12b \_\_\_\_\_ DPS CCH form (instruction page included)

13 \_\_\_\_\_ Criminal History Authorization form

**\*ONLY COMPLETE IF APPLIES – SENDING SUBCONTRACTORS OR MORE THAN 4 EMPLOYEES \***

14 \_\_\_\_\_ Certification of Criminal History (General Contractor with employees or Subcontractors)

- The General Contractor is a company that sends various employees OR subcontractors out to the district, the company signs forms related to their obligation to maintain criminal history checks on employees and subcontractors.

**Initial by each item before sending back**

## Independent Contractor (Vendor) / Student Involvement

This form allows you to determine what vendor packet is appropriate. **PICK ONLY ONE OPTION!**

**V1.** The contractor (vendor) does not come on campus & only sells services or products from afar. The minimal campus contact is limited to supervised deliveries & pick-ups at most. \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_ (staff signature)

\_\_\_\_ (Independent Contractor signature)

COMPLETE  
VENDOR PACKET  
V1 or V1E  
(NO EXPOSURE)

**V2.** The contractor will **ONLY** be around a group of students (never alone with students) **BUT ALWAYS WITH** a sponsor /staff member present and **NO MORE THAN FIVE DAYS?** \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_ (staff signature)

\_\_\_\_ (Independent Contractor signature)

COMPLETE  
VENDOR PACKET  
V2 or V2E

**MAINTENANCE/GROUNDS - TECHNOLOGY - FACILITY PLANNING - TRANSPORTATION - POLICE**  
**\*\*\* ONLY WHEN APPLICABLE \*\*\***

**SOME DEALINGS MAY WARRANT VENDOR PACKET (V3)**

**V2 (b).** The contractor may be here **MORE THAN FIVE DAYS** and may through the performance of their services be around a group of students but will **NEVER** be with students alone. **This contractor will ALWAYS be accompanied by a Professional Employee.** \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_ (staff signature)

\_\_\_\_ (Independent Contractor signature)

COMPLETE  
VENDOR PACKET  
V2 or V2E

**V3.** The contractor has the opportunity to be **ALONE** or with a group of students or will be here **MORE THAN 5 DAYS IN AGGREGATE** with students on campus? \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_ (staff signature)

\_\_\_\_ (Independent Contractor signature)

COMPLETE  
VENDOR PACKET  
V3 or V3E  
INCLUDES  
BACKGROUND CHECK

STATE OF TEXAS                   §  
COUNTY OF MONTGOMERY       §

WHEREAS, the Independent Contractor represents that the Independent Contractor has extensive experience as a(n) \_\_\_\_\_(AREA OF SPECIALIZATION); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, NCISD and the Independent Contractor agree as follows:

1.1. *Purpose:* The Independent Contractor is hereby contracted to perform the services that NCISD specifies below on an as-needed basis, including but not limited to the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

1.3. The Independent Contractor may not incur any debt, obligation, expense, or liability of any kind against NCISD without NCISD's express written authorization.

1.5. The Independent Contractor agrees that NCISD is not responsible or liable for any damages, injuries, deaths, or any other form of loss or harm arising from any of the Independent Contractor's negligent or intentional acts or omissions during the term of this Agreement.

1.6. The Independent Contractor will be responsible for the Independent Contractor's own negligent or intentional acts or omissions in connection with the performance of services under this Agreement.

1.7 The Independent Contractor hereby agrees and consents to NCISD obtaining the criminal history information of the Independent Contractor and agrees to waive any and all rights or claims arising under the Texas or United States Constitution, common law, or state or federal statutes, with respect to NCISD obtaining such criminal history, including, but not limited to, the right to be free from unreasonable searches or seizures, and any other privacy rights.

1.8 The Independent Contractor agrees to comply with all laws, regulations and rules of the United States, the State of Texas, the Texas Education Agency, the Texas Commissioner of Education, and NCISD, concerning the provision of services to NCISD and its students, including but not limited to, duties with respect to confidentiality of student records, duties to report abuse or neglect of students, and duties regarding the discipline and management of students.



1.9 The Independent Contractor affirmatively represents and avers that the Independent Contractor is fully qualified, by training or experience, to provide the services contemplated by this Agreement, and possesses all valid certifications and licenses required by any governmental entity, and has met all required registration requirements, that are necessary to authorize the Independent Contractor to perform the professional services contemplated by this Agreement.

1.10 The Independent Contractor, prior to performing any services to NCISD under this Agreement, shall provide to NCISD copies of all licenses and certifications that confirm the representations and affirmations contained herein.

## II. RELATIONSHIP OF PARTIES

2.1. The Parties to this Agreement intend that the Independent Contractor, in performing the contracted services, will act and operate solely as an independent contractor. As such, the Independent Contractor shall maintain control of the work and the manner in which it is performed, and shall be free to accept and perform work for third-parties during the term of this Agreement.

2.2. The Independent Contractor acknowledges and agrees that the Independent Contractor is not an employee of NCISD and, accordingly, is not entitled to any benefits, insurance, or other privileges available to NCISD employees. The Independent Contractor shall not represent to any person or entity that the Independent Contractor is an employee or agent of NCISD. NCISD will not deduct any social security or income taxes from the payments made to the Independent Contractor as set forth in Section IV. NCISD will issue the Independent Contractor a 1099-Misc. form reflecting NCISD's compensation from NCISD and the Independent Contractor will be liable for any and all worker's compensation payments and federal, state, and local employment, sales, use, excise, and other taxes arising out of the Independent Contractor's receipt of compensation under this Agreement.

## III. TERM; EXTENSION; TERMINATION

3.1. *Term:* The term of this Agreement shall begin on \_\_\_\_\_(DATE) and end on \_\_\_\_\_(DATE) unless earlier terminated in accordance with the terms of this Agreement.

3.2. Either party to this Agreement may terminate the Agreement at any time for any reason or for no reason. Good cause is not required for either party to terminate the Agreement. The terminating party shall provide written notice of termination to the other party. The parties agree that no property rights or interests under the Texas or United States Constitution are created by this Agreement.

3.3 Upon the termination of this Agreement, the Independent Contractor will deliver to NCISD all data, documents and other information pertaining to NCISD or NCISD's students in the Independent Contractor's possession, custody or control, within three (3) NCISD business days following the termination of this Agreement.

3.4 In the event this Agreement is terminated during the contract term, the Independent Contractor shall solely be entitled to payment for those services actually performed through the date of termination. **ALL OTHER DAMAGES OF ANY KIND ARE HEREBY WAIVED BY THE INDEPENDENT CONTRACTOR.** Without limitation, Independent Contractor shall not be entitled to any other compensation from NCISD, and shall not be entitled to any consequential damages, damages for lost opportunity, or damages for lost profits of any kind.

## IV. COMPENSATION

4.1 The Independent Contractor will submit invoices to NCISD on a monthly basis for services rendered pursuant to this Agreement. Without limitation, the total compensation payable to Independent Contractor during the term of this Agreement shall not exceed the sum of \$\_\_\_\_\_. Payment from NCISD shall be made within 30 days of service and receipt of an invoice. (for **District-Wide Agreements** that multiple campuses/departments can use: Please note "See Attached" in the space above and attach a detailed "**Fee Schedule**" that district & campuses can reference regarding the cost of individual services. As services are scheduled, a QUOTE shall be sent to the campus/department that is requesting the service. This Agreement shall

be referenced on ALL quotes. In this case, invoices shall be sent individually to the campus/department as services are rendered and as they are originally quoted with regards to the “Fee Schedule” attached to this Agreement)

4.2 The Independent Contractor is responsible for payment of all State, Federal, foreign, or local taxes, including income tax, withholding tax, social security tax, or pension contributions, on the funds distributed to the Independent Contractor by NCISD. NCISD is not responsible for payment of taxes or penalties applicable to nonpayment or underpayment of taxes. The Independent Contractor is further responsible for payment of any and all expenses, insurance premiums, including errors and omissions policies, medical insurance policies, or life insurance policies that the Independent Contractor may need or desire to perform services under this Agreement.

4.3 The compensation set forth in this Section IV is the sole compensation available to the Independent Contractor for services performed under this Agreement.

4.4 All amounts to be paid under this Agreement are specifically contingent on NCISD’s receipt of funds from the State of Texas and/or the federal government.

#### **V. WORK STANDARDS/STANDARD OF CARE**

The Independent Contractor shall control the method, means and details of the work performed under this Agreement. The Independent Contractor shall perform services under this Agreement in conformance with, and will adhere to, the standards of professional skill, care, and quality ordinarily provided by members of the Independent Contractor’s profession in Texas performing the same or similar services, shall perform all services required under this Agreement in a manner consistent with those standards of care, and shall provide services under this Agreement in a good and workmanlike manner.

#### **VI. MATERIALS AND EQUIPMENT**

The Independent Contractor shall furnish, at the Independent Contractor’s own expense, all materials, equipment, and supplies necessary for the Independent Contractor to perform services under this Agreement.

#### **VII. INSURANCE/INDEMNIFICATION**

7.1 The Independent Contractor shall maintain a policy or policies of liability insurance with coverages (including, but not limited to, professional liability coverage) that is/are sufficient to protect NCISD and the Independent Contractor against any claims, demands, causes of action, or damages arising out of the Independent Contractor’s performance of services under this Agreement. The limits of liability of such policy(ies) shall be in an amount acceptable to NCISD. Such policy(ies) (i) shall be written by companies authorized to issue such insurance policy(ies) in the State of Texas, (ii) shall and must name NCISD as an additional insured, and (iii) shall contain no specific limitations on the coverage afforded additional insureds.

7.2 THE INDEPENDENT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, SAVE, AND DEFEND NCISD AND NCISD’S OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND DAMAGES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES AND EXPENSES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE PROVISION OF SERVICES BY THE INDEPENDENT CONTRACTOR, OR ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE INDEPENDENT CONTRACTOR.

#### **VIII. GENERAL AND ADMINISTRATIVE PROVISIONS**

8.1 *Assignment.* The Independent Contractor shall have no right to transfer or assign the Independent Contractors rights or obligations under this Agreement.

8.2 *No Waiver.* The failure or delay in the enforcement of the rights detailed in this Agreement by NCISD shall not constitute a waiver of those rights or be considered as a basis for estoppel. NCISD may exercise its rights under this Agreement despite the delay or failure to enforce those rights.

8.3 *Paragraph Headings.* The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect whatever.

8.4 *Use of Pronouns.* The use of the neuter singular pronoun to refer to any Party described in this Agreement shall be deemed a proper reference whether the Party is an individual, a partnership, a corporation, a governmental entity or group of two or more individuals, partnerships or corporations. The grammatical changes required to make the provisions of this Agreement applicable to corporations, partnerships, governmental entities, individuals, groups of individuals or to females as well as males shall, in all instances, be assumed as though in each case fully expressed.

8.5 *Governing Law/Venue.* This Agreement shall be subject to, construed in accordance with, and governed by the laws of the State of Texas without regard to its conflict of laws principles, the choice of law being the laws of the State of Texas. It is expressly agreed that the venue of any cause of action involving or related to this Agreement shall be in the District or County Courts of Montgomery County, Texas located in Conroe, Montgomery County, Texas, and any objections to such venue are hereby irrevocably waived. Any and all obligations or payments are due and payable in Conroe, Montgomery County, Texas.

8.6 *Dispute Resolution/Grievance Procedure.* The Independent Contractor agrees to participate in mediation with NCISD as a condition precedent to any action or lawsuit being initiated against NCISD arising under this Agreement. The Independent Contractor also agrees to participate in NCISD's internal grievance procedures as set forth in NCISD Board Policy as a condition precedent to any action or lawsuit being initiated against NCISD arising under this Agreement.

8.7 *Severability.* If any provision of this Agreement shall, for any reason, be held to be in violation of any applicable law, or if any provision of the Agreement is held to be unenforceable, the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled.

8.8 *Entire Agreement.* This Agreement shall represent the entire agreement by and between NCISD and the Independent Contractor and shall supersede any prior understandings or agreements between the Parties. This Agreement may not be amended except by written amendment duly executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

**Please check any of the following that apply:**

Current NCISD Employee: YES ☐ NO ☐ TRS (*Teacher Retire System*) Member: YES ☐ NO ☐

\_\_\_\_\_  
*Independent Contractor*

\_\_\_\_\_  
*Independent Contractor's Signature*

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

**THIS SECTION MUST BE COMPLETED BY THE CAMPUS OR DEPARTMENT (PRIOR TO SENDING TO CENTRAL OFFICE)**

☐ Continuing Duties (On-Going) ☐ Alone With Students (Non Supervised Contact)  
**FUND DESIGNATION:** ☐ General Fund ☐ Title ☐ Campus Activity ☐ Student Activity (Club)

\_\_\_\_\_  
*Administrator Initiating Contract*

\_\_\_\_\_  
*Administrator's Signature*

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

\_\_\_\_\_ (if initialed by Director of Purchasing) **Liability Insurance Coverage is waived.**

\_\_\_\_\_  
*Toni Bullock, Director of Purchasing*

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

\_\_\_\_\_  
*Brandy Chelette, Executive Director of Finance*

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

**District Use Only**

**Please Check One:**

General Fund: \_\_\_\_\_

Activity Fund: \_\_\_\_\_

Club Fund: \_\_\_\_\_

**New Caney ISD  
Vendor Information Form**

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

Sales Representative & Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Remit to Address: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

(Email address must be an address where Purchase Orders can be sent)

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

What New Caney ISD Campus/Department has requested your services? \_\_\_\_\_

Name of New Caney ISD contact: \_\_\_\_\_

List any Purchasing Cooperatives that your company is a member of:

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

Each vendor must complete a W-9, CIQ and Commodity Check List (if applicable).

If vendor will be physically on a campus the vendor must complete a Certification of Criminal History Record Information Sheet. **Vendors with direct/unsupervised contact with students must complete SB9 Fingerprinting Requirements.**

If a Sole Source vendor, attach a completed Sole Source Affidavit. (Original Copy & Notarized)

---

**For New Caney ISD Purchasing Department use only:**

Requested by: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Approved by: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

**Procurement Categories (Please mark all that apply)**

- ☐ Alarm Supplies and Equipment
- ☐ Animal Supplies and Equipment
- ☐ Appliances & Equipment
- ☐ Appraisal Services
- ☐ Architectural Services
- ☐ Athletic/PE Supplies and Equipment
- ☐ Auctioneer Services
- ☐ Audio Equipment & Accessories
- ☐ Audit Services
- ☐ Auto Leases
- ☐ Awards and Trophies
- ☐ Books/Reading Materials
- ☐ Building Construction/Improvement Services
- ☐ Building Maintenance
- ☐ Building Materials & Supplies
- ☐ Cafeteria & Kitchen Equipment, Commercial
- ☐ Cameras, Photographic Equipment, Film, & supplies
- ☐ CTE Supplies - Cosmetology
- ☐ CTE Supplies - Fire Training
- ☐ CTE Supplies - Forensic Science
- ☐ CTE Supplies - Pharmacy Tech
- ☐ CTE Supplies - Culinary
- ☐ CTE Supplies - Welding
- ☐ CTE Supplies - Engineering
- ☐ CTE Supplies - Fashion Design
- ☐ CTE Supplies - Carpentry
- ☐ CTE Supplies - Business
- ☐ CTE Supplies - Marketing
- ☐ CTE Supplies - Health Care
- ☐ CTE Supplies - Criminal Justice
- ☐ CTE Supplies - Floral Design
- ☐ CTE Supplies - Bio Med
- ☐ CTE Supplies - Agriculture
- ☐ CTE Supplies - Auto Tech
- ☐ Catering Services
- ☐ Childcare Services
- ☐ Choir Supplies
- ☐ Communications & Media services
- ☐ Contracted Services - Therapist
- ☐ Contracted Services - Judges
- ☐ Contracted Services - Choreogs/Clinicians/Accompanist
- ☐ Contracted Services - Speakers
- ☐ Contracted Services - Consultants
- ☐ Contracted Services - Diagnosticians
- ☐ Contracted Services - Maintenance and Repairs
- ☐ Contracted Services - DJ Services
- ☐ Contracted Services - Charter Bus Services
- ☐ Contracted Services - Staff Development
- ☐ Contracted Services - Web Based Services
- ☐ Contracted Services - Misc
- ☐ Contracted Services - Fire/Burglar Monitoring
- ☐ Contracted Services - Custodial Services
- ☐ Child Nutrition Equipment
- ☐ Copiers
- ☐ Costume or Apparel Rental
- ☐ Courier/Delivery Services
- ☐ Custodial Equipment & Supplies
- ☐ Custom Clothing (Screen Printing, Embroidery, Etc)
- ☐ Data Processing Services
- ☐ Document Disposal/Shredding
- ☐ Drill Team Supplies
- ☐ Drug screening
- ☐ Dry Cleaning services
- ☐ Engineering Services
- ☐ Environmental Services & Ecological Services
- ☐ Fencing Material & Supplies
- ☐ Fencing Repair & Maintenance Services
- ☐ Fire Extinguisher Inspection & Maint. Services
- ☐ Fire Sprinkler System Maintenance Services
- ☐ Flags, Flag Poles, & accessories
- ☐ Flowers, arrangements
- ☐ Food Service Supplies & Equipment
- ☐ Food/Snacks
- ☐ Foods - Bakery products, fresh
- ☐ Foods - Dairy products, fresh
- ☐ Foods - frozen
- ☐ Foods - perishable, fruits & vegetables
- ☐ Foods - staples, grocery & misc. items
- ☐ Fuel
- ☐ Furniture; Classroom, Cafeteria, Libr., Lounge
- ☐ Furniture; Office
- ☐ Graduation Supplies
- ☐ Insect & Rodent Control Services
- ☐ Instructional Supplies - Gen.
- ☐ Instructional Supplies - Special Education
- ☐ Instructional Supplies - Art

- ☐ Instructional Supplies - Science
- ☐ Instructional Supplies - Textbooks
- ☐ Instructional Supplies - Testing Mat
- ☐ Interpreter Services - foreign lang.
- ☐ Laundry Equipment
- ☐ Legal Services, Attorneys, lawyers
- ☐ Library Supplies
- ☐ Library books
- ☐ Mailing Equipment - Postage Meter Rental/Lease
- ☐ Maintenance Equipment Rentals
- ☐ Maintenance & Repair Services - Plumbing
- ☐ Maintenance & Repair Services - appliances & furniture
- ☐ Maintenance & Repair Services - athletic/grounds equipment
- ☐ Maintenance & Repair Services - Irrigation
- ☐ Maintenance & Repair Services - Flooring
- ☐ Maintenance & Repair Services - Grease Trap
- ☐ Maintenance & Repair Services - HVAC
- ☐ Maintenance & Repair Services - Misc
- ☐ Maintenance & Repair Services - Elevator
- ☐ Maintenance Supplies & Equipment - Elect
- ☐ Maintenance Supplies & Equipment - Plumbing
- ☐ Maintenance Supplies & Equipment - HVAC
- ☐ Maintenance Supplies & Equipment - Painting
- ☐ Maintenance Supplies & Equipment - Flooring
- ☐ Maintenance Equipment - Grounds/Athletic Fields
- ☐ Maintenance Supplies - Fertilizer
- ☐ Maintenance Supplies - Pesticides
- ☐ Maintenance Supplies - Paint - Ath. Marking
- ☐ Maintenance Supplies - Seed/Sod/Sprigs
- ☐ Maintenance Supplies - Parts - Grounds Equip
- ☐ Maintenance Supplies - Soils, Mulch, Amendments
- ☐ Maintenance Supplies - Irrigation Parts/Supplies
- ☐ Maintenance Supplies - Welding Supplies
- ☐ Maintenance Supplies - Locksmith
- ☐ Maintenance Supplies - Misc
- ☐ Medical Supplies; EMT Supplies, bandages
- ☐ Mobility equip / Wheelchairs / Lift chairs
- ☐ Music instruments
- ☐ Musical Instrument Repair
- ☐ Musical Supplies
- ☐ Network Cabling
- ☐ Office Equipment and Supplies
- ☐ Paper
- ☐ Playground Equipment & Supplies
- ☐ Police and Security Equipment & Supplies
- ☐ Postage Meter Supplies
- ☐ Printing
- ☐ Printing - Construction Documents
- ☐ Printing Equipment and Supplies
- ☐ Promotional Supplies
- ☐ Prosthetic devices & hearing aids
- ☐ Radio & Telephone Equipment
- ☐ School/Campus Safety Supplies
- ☐ Security & Card Reader Access System
- ☐ Security Systems
- ☐ Sewing Notions, Accessories & supplies
- ☐ Shop Equipment and Supplies
- ☐ Software
- ☐ Specialized Equipment for the handicapped & disabled
- ☐ Technology Supplies
- ☐ Technology - Hardware
- ☐ Technology - Repair Services
- ☐ Technology - Software
- ☐ Television Equipment & accessories
- ☐ Theatrical Services
- ☐ Tires & Tubes
- ☐ Toner and Ink
- ☐ Trash Disposal
- ☐ Travel Agency Services
- ☐ Uniform Rental Services
- ☐ Uniforms - Band
- ☐ Uniforms - Cheerleaders
- ☐ Uniforms - Choir
- ☐ Uniforms - Drill Team
- ☐ Vehicle - Bus
- ☐ Vehicle - Car, Truck, Van, SUV
- ☐ Vehicle - Parts & Supplies
- ☐ Vehicle - Maint. & Repairs
- ☐ Vehicle - Rental
- ☐ Vehicle - Towing
- ☐ Vehicle - Inspections
- ☐ Window coverings
- ☐
- ☐
- ☐
- ☐

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification 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"/> 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) ► _____	4 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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

## General Instructions

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

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

## Purpose of Form

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.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*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.*

## New Caney ISD Conflict of Interest Instructions

New Caney ISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosure and the corresponding form. As of September 1, 2015, any vendor who does business with NCISD or who seeks to do business with NCISD must complete the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exist. A conflict exists in the following situations:

1. If the vendor has an employment or other business relationship with a local government officer of NCISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2. If the vendor has given a local government officer of NCISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3. If the vendor has a family relationship with a local government officer of NCISD.

### Definitions:

- **Vendor**: a person or company that enters or seeks to enter into a contract with NCISD for the sale of goods or services.
- **Business Relationship**: a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*
- **Family Relationship**: a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*
- **Local Government Officer**: (A) a member of the NCISD Board of Trustees; (B) a superintendent, director, administrator, or other person designated as an executive officer; (C) an agent of NCISD who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

**If no conflict of interest exist: You must fill out Box 1 and type “N/A”  
in Box 3 of the CIQ form, sign and date the form.**

In the event of a change in circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

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

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district If the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notices not required of a publicly held corporation.

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

Company: \_\_\_\_\_  
(Please type or print)

Company Official: \_\_\_\_\_  
(Please type or print)

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

Signature of authorized agent:

\_\_\_\_\_

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of authorized agent:

\_\_\_\_\_

C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Signature of authorized agent:

\_\_\_\_\_

Name or individual(s):

\_\_\_\_\_

Details of conviction(s):

\_\_\_\_\_

\_\_\_\_\_

# Instructions to Obtain Fingerprints Through DPS

Vendors with less than 4 employees

OR

Vendors with 4 or more employees on campus will sign form\* 15 & verify their own employees are compliant to be on NCISD property

## **Step 1: OBTAIN SERVICE CODE FORM**

Call the NCISD Purchasing office at 281.577.8600 and ask for the Service code form. This form has 2 numbers that you will need.

## **Step 2: visit IdentoGO website**

Visit Url <https://uenroll.identogo.com/>  
Follow the instructions & enter the requested information. Enter the service code (beginning with 11)

You will also be asked to enter an ORI number (beginning with TX).

You will be given locations that are closest to you based on the zip code you enter.

You will be sent a confirmation email outlining your time and date of your ten-minute fingerprint appointment.

## **Step 3: Go to Fingerprint Appointment**

Bring your required form of ID and proper payment to your appointment.

## **Step 4: Notify School District**

Provide receipt or notification to purchasing department of successful appointment.

Make sure to provide forms\* 12b & 13 for all four employees.

\*

All forms can be found on our district website under departments, Purchasing [www.newcaneyisd.org/page/366](http://www.newcaneyisd.org/page/366)

## **Step 1: ESTABLISH FACT CLEARINGHOUSE ACCESS**

You will verify your employees through the DPS Fact Clearinghouse. First establish an account with the DPS for FACT Clearinghouse. Contact DPS to obtain the contractor packet. You can contact DPS by email or phone. State that you are a “**public school district contractor**” and that you need to have an account established for “DPS FACT clearinghouse access”. Please include: Name, Address, Phone, and email address to be used for notification of FACT records and messages.

Email: [FACT@txdps.state.tx.us](mailto:FACT@txdps.state.tx.us)

Phone: (512) 424-2474 option 1

DPS will send you the required paperwork that must be completed and returned to DPS. With this paperwork, you must also include a **letter from New Caney ISD** (Included in the information from NCISD and is addressed to: TxDPS Crime Records Service Access & Dissemination Bureau). Be sure that you sign the letter and it is sign by a district administrator.

Access and Dissemination Bureau  
Texas Department of Public Safety  
Crime Records Service  
P.O. Box 149322  
Austin, TX 78714-9322

***Please Note:** After you sign the DPS User Agreement for FACT and return the required paperwork that will be emailed to you, New Caney ISD will provide a Fingerprint Services (SERVICE CODE FORM) for you to register for a fingerprinting appointment. Follow the directions of the form by logging on or calling into IdentoGO and you will be able to schedule an appointment for the fingerprinting.*

## **Step 2: RECEIVING YOUR SERVICE CODE FORM AND SCHEDULING YOUR APPOINTMENT**

If you are a **general contractor (GC)** or **subcontractor (SC)** your secure site account will first have to be approved and then an ORI number configured. You should receive a series of email messages from the secure site, but the process won't be completed until you receive the message notifying you that “You have a message in your message center.” At this time you can log onto your account and retrieve your SERVICE CODE FORM from the message center on the secure site.

Companies, Vendors, GC's, & SC's will give the SERVICE CODE FORM to anyone who will be working on school grounds. Employees or subcontractors under you will make an appointment for fingerprinting using the SERVICE CODE number you give them (not the schools' number). They will visit IdentoGo, <https://uenroll.identogo.com/>. They will need to bring their required form of ID and proper payment to your appointment.

Companies can use their secure site account to check their employees' backgrounds to make sure that they don't have any offenses that would keep them from working on school grounds. In the NCISD information packet, there are forms that must be signed by the company that certifies that the employees of the company have completed the fingerprinting process and that you (as the DPS account holder) will notify NCISD if there is a change in one of your employee's status.

## **Step 3: AFTER YOU HAVE COMPLETED FINGERPRINTING**

Once you have completed the fingerprinting process, you must notify the NCISD Purchasing Department. NCISD will make a copy of the receipt and return the original to you for your records. Once the entire contract is reviewed and signed by NCISD, you are able to provide services to the district. If for any reason your fingerprinting or criminal background check reveals any of the characteristics that do not meet the District's expectations, your approval as a contractor for NCISD will be denied. If you have additional employees that work for your company, it is your responsibility to insure that those employees are fingerprinted, monitor their records and notify NCISD if their approval status changes.

# DPS Computerized Criminal History (CCH) Verification

## (AGENCY COPY)

I, \_\_\_\_\_, acknowledge that a Computerized Criminal

APPLICANT or EMPLOYEE NAME (Please print)

History (CCH) check may be performed by accessing the Texas Department of Public Safety Secure Website and may be based on name and DOB identifiers. (This is not a consent form, but serves as information for the applicant.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history record information (CHRI), therefore the organization conducting the criminal history check is not allowed to discuss with me any CHRI obtained using the name and DOB method. The agency may request that I also have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

In order to complete the fingerprint process I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online at [www.dps.texas.gov/Crime Records Information/Review of Personal Criminal History](http://www.dps.texas.gov/Crime%20Records%20Information/Review%20of%20Personal%20Criminal%20History) or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of \$25.00 to the fingerprinting services company.

Once this process is completed the information on my fingerprint criminal history record may be discussed with me.

**(This copy must remain on file by this agency. Required for future DPS Audits)**

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

New Caney Independent School District  
Agency Name (Please print)

Toni Bullock  
Agency Representative Name (Please print)

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Date

<b>Please:</b>	
<b>Check and Initial each Applicable Space</b>	
CCH Report Printed:	
YES ____	NO ____ initial
Purpose of CCH: _____	
Empl ____	Vol/Contractor ____ initial
Date Printed: _____	initial
Destroyed Date: _____	initial
<b>Retain in your files</b>	

# New Caney Independent School District

## Criminal History Authorization Information for Contractors

As part of your contract process, you will need to complete the following questions in order for NCISD Chief of Police to run a state-wide criminal history check:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_  
City, County & State

Male \_\_\_\_\_ Female \_\_\_\_\_ Ethnicity: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_  
Issuing State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Have you ever used another name(s) including maiden name? No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please list: \_\_\_\_\_

Have you ever lived in another state (other than Texas) or country in the past? No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please list: \_\_\_\_\_

Have you ever been convicted of, pled guilty or no contest (nolo contendere) to, or received probation, suspension, or deferred adjudication for a felony or any offense involving moral turpitude (including, but not limited to, theft, rape, murder, swindling, and indecency with a minor)? No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

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

(A felony conviction is not an automatic bar to service with the district. The district will consider the nature, date, and relationship between the offense and the service for which you are applying.)

Have you ever been convicted of any criminal offense in a country outside the jurisdiction of the United States? No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

New Caney Independent School District shall obtain the criminal history record information for each independent contractor, who in the opinion of the district, is a serious candidate and may be offered a contract with New Caney ISD.

I hereby authorize any law enforcement agency, including a police department, the Texas Department of Public Safety and the Texas Department of Corrections, to release to this school district my complete criminal history record. I understand that the district is prohibited by Federal Regulations from providing me with a copy of my DPS criminal history record; however I further understand that upon my request, the district may quote to me data from the report. Thereafter, I have the right to challenge the accuracy of my DPS criminal history record.

I understand the Information I am providing about age, sex, and race/ethnicity will not be used to determine eligibility for employment, but will be used solely for the purpose of obtaining criminal history record information.

Print Name: \_\_\_\_\_

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

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

**CERTIFICATION OF CRIMINAL HISTORY INFORMATION**  
**SUBMISSION BY CONTRACTOR OR SUBCONTRACTOR**

**Certifying Affidavit submitted to:**

**Name of School District:** New Caney ISD

**Mailing Address:** 21580 Loop 494  
New Caney, TX 77357

**Project/Agreement:** \_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF Montgomery §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to New Caney ISD Independent School District (the “District”) the following (please check the option that applies):

- ☐ Such firm has ensured that all employees of the contracting or subcontracting firm who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee) have submitted all information necessary for the LEE Fast Pass process, but such firm does not have access to the results of the criminal history search.
- ☐ If the public work involves an existing “instructional facility,” as defined by Tex. Ed. Code §46.001, such firm certifies that (1) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (2) that the contractor has adopted a policy prohibiting employees, including subcontractor employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area. Such firm further certifies that it has an ongoing responsibility to make a reasonable effort to ensure that the aforementioned conditions/precautions continue to exist throughout the time that the contracted services are provided.
- ☐ No employees, including the undersigned, have or will have direct contact with students, as

defined by Tex. Admin Code §153.1101(7).

(3) The undersigned firm swears and covenants that no present or future employee of the contracting firm, no present or future independent contractor, and no present or future employee or independent contractor of any subcontractor of the contracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee's or independent contractor's national criminal history record information has been received, reviewed, and verified by District, as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the contracting firm will immediately remove or cause the removal of such employee from the Project or scope of the Agreement and notify the District.

(5) If applicable, the undersigned agrees that its use of the District's DPS LEE Pass account/number to obtain criminal history information in no way creates any agency relationship between the District and the undersigned or its employees.

\_\_\_\_\_, being duly sworn, affirms and certifies that he/she is the \_\_\_\_\_ (position) of \_\_\_\_\_ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

Noncompliance or misrepresentation regarding the certification may be grounds for contract termination.

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature and Date)

## EDGAR CERTIFICATIONS

### ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when New Caney Independent School District ("NCISD") expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and [REDACTED] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

---

#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

---

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

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

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

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

Pursuant to Federal Rule (B) above, when NCISD expends federal funds, NCISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. NCISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if NCISD believes, in its sole discretion that it is in the best interest of NCISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by NCISD as of the termination date if the contract is terminated for convenience of NCISD. Any award under this procurement process is not exclusive and NCISD reserves the right to purchase goods and services from other vendors when it is in NCISD's best interest.

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

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

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

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor \_\_\_\_\_

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision**

to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when NCISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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



**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by NCISD, Vendor certifies that during the term of an award for all contracts by NCISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

Pursuant to Federal Rule (I) above, when federal funds are expended by NCISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by NCISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

**(J) Procurement of Recovered Materials – When federal funds are expended, NCISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing

this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

---

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

---

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

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

---

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

---

When NCISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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. 6321 et seq.; 49 C.F.R. Part 18).

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

---

#### **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

---

It is the policy of NCISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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

---

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

NCISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

---

#### **CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

---

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under 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.

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

---

#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

---

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

---

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: \_\_\_\_\_

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

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

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

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

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

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

**CONTRACTOR'S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY<sup>20</sup>**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time

**Proposer Certification for "Alcoholic Beverage and Tobacco-Free Campus Policy:"**

☐

YES, I Agree to the above

Initial: \_\_\_\_\_

☐

NO, I do NOT Agree to the above

Initial: \_\_\_\_\_

---

<sup>20</sup> Alcoholic Beverage & Tobacco-Free Policy: [21 CFR § 1140.1](#)

## Buy American Provision Certification<sup>16</sup>

This Certification is required for all items domestically grown and processed in the United States, which exceeds 50% domestic end product. Proposers is to provide certification for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item.

Vendor certifies that vendor complies with all applicable provisions of the Buy American Act. The Buy American Provision requires school food authorities to schools to purchase, to the maximum extent practicable, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically, and processed domestically. Unprocessed foods must be 100% domestic. See [7 CFR § 210.21\(d\)](#), and USDA-FNS memo [SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program](#). The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for full and open competition.

### Proposer Certification, Compliance with Buy American Provision:

- ☐ YES, Vendor certifies all products bid comply with the above.  
☐ NO, Vendor certifies not all products bid comply with the above.

*Any exception to the Buy American Provision must be noted on the provided attachment in this solicitation for Buy American Deviations for each food and/or beverage item.*

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and Information.

Company Name:	
---------------	--

### Proposer Certification for "Buy American Provision:"

<input type="checkbox"/>	YES, I Agree to the above	Initial: _____
<input type="checkbox"/>	NO, I do NOT Agree to the above	Initial: _____

<sup>16</sup> Buy American Certification: [7 CFR 210.21 Sec. D](#)

### **"BUY AMERICAN" WAIVER EXCEPTION LIST<sup>17</sup>**

This documentation is required for all food items that are not produced and processed in the U.S. with at least 51% of its agricultural food components, by weight or volume, from the U.S. The Buy American regulations states:

The "Buy American" provisions of Public Law (p.L.) 105-336 under the Richard B. Russell National School Lunch Act allows for an exception when the recipient agency determines that the following instances apply to non-domestic produced products:

- a. There is no domestic alternative source or substitute food product.
- b. Domestic product is not available in the specified quantity or quality.
- c. The cost difference of domestic product vs non-domestic is unreasonable.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1996; 67 FR 65015, Oct. 23, 2002]

**PLEASE COMPLETE THE BUY AMERICAN DEVIATIONS ATTACHMENT IN THIS RFP.**

If any "domestic alternatives" are available, please provide the pricing comparison for all products on the attachment included in this RFP.

---

<sup>17</sup> Buy American Waiver Exception List: [7 CFR 210.21 Sec. D](#)



**CONTRACTOR'S CERTIFICATE REGARDING  
WORKER'S COMPENSATION <sup>18</sup>**  
(To be executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

**Proposer Certification for "Worker's Compensation:"**

☐

YES, I Agree to the above

Initial: \_\_\_\_\_

☐

NO, I do NOT Agree to the above

Initial: \_\_\_\_\_

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

---

<sup>18</sup> Worker's Compensation: [48 CFR 970.2803-1](#)

## CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE<sup>19</sup>

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace;
  - b) The person's or organization's policy of maintaining a drug-free workplace;
  - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

### Proposer Certification for "Drug-Free Workplace:"

☐

YES, I Agree to the above

Initial: \_\_\_\_\_

☐

NO, I do NOT Agree to the above

Initial: \_\_\_\_\_

---

<sup>19</sup> Drug-Free Workplace: [38 CFR § 48.635](#)



**HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) – MINORITY & WOMEN’S BUSINESS ENTERPRISE (MWBE), SMALL BUSINESS ENTERPRISE (SBE), AND LABOR SURPLUS AREA (LSA) FIRM PARTICIPATION<sup>11</sup>**

Per [2 CFR §200.321](#) contracting with MWBE, SBE, and LSA firms both as prime and subcontractors is encouraged.

- a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. 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;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. 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; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

The prime contractor must take the affirmative steps outlined above. It will be the responsibility of the prime contractor to pre-qualify and subcontractors offered as Small and Minority Business, Women’s Business Enterprise, and Labor Surplus Area Firm participants. These entities must meet the same minimum standards and requirements as the prime contractor. Proposers shall indicate on their submitted proposals whether or not they are a Small and Minority Business, Women’s Business Enterprise, or Labor Surplus Area Firm and with whom they are certified, e.g. City, State, Federal, and include a copy of the certificate(s)/documentation with the proposal response.

☐ I certify my company is NOT a Historically Underutilized Business (HUB)

☐ I certify my company is a Historically Underutilized Business (HUB) in the following category (check all that apply): *Attach copy of HUB or applicable certifications(s).*

☐ Minority Owned Business

☐ Women Owned Business

☐ Small Business

☐ Labor Surplus Area Firm

**Proposer Certification for “MWBE/SBE/LSA Participation:”**

☐ YES, I Agree to the above

Initial: \_\_\_\_\_

☐ NO, I do NOT Agree to the above

Initial: \_\_\_\_\_

---

<sup>11</sup> SMWBE: [2 CFR 200.321](#)

**IRAN CONTRACTING ACT**  
**CERTIFICATION OF ELIGILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR**  
**MORE**  
**(Public Contract Code sections 2202-2208)<sup>22</sup>**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in (city, state)</i>

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

## **CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE**

**AS per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73<sup>rd</sup> Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:**

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

## **CERTIFICATION OF NON-COLLUSION STATEMENT**

The respondent certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**The Proposer agrees to comply with all Federal, State, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as noted above.**

---

Organization Name

---

Address, City, State, and Zip Code

---

Phone & Fax

---

Email Address

---

Printed Name and Title of Authorized Representative

---

Signature Date

# Certificate of Residency

The State of Texas has passed a law concerning non-resident Companies. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for NGSD to determine the residency of its bidders/proposers for construction related services. In part, this law reads as follows:

"Section: 2252.001

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

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a Company whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

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

I certify that \_\_\_\_\_  
(Name of Company Bidding/Proposing)

is, under Section: 2252.001 (3) and (4), a

Resident Bidder/Proposer

Non-resident Bidder/Proposer

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

\_\_\_\_\_ In the state of \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

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

Before an award of \$100,000 or more can be made to your Company, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the Company named below, (check one)

\_\_\_\_\_ certify that neither this Company nor its principals are suspended or debarred by a federal agency.

\_\_\_\_\_ certify that either the Company or its principals filing this bid has been suspended or debarred by a federal agency.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Date

\_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

## OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

ENTER YOUR BUSINESS NAME, CITY, STATE & COUNTRY HERE

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

ENTER NEW CANEY I.S.D. HERE (WE ARE THE GOVERNMENTAL ENTITY)

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

ENTER THE BID/RFP NUMBER HERE

ENTER THE BID/RFP NAME HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Print a copy of the completed form (make sure that it has a computer-generated certification number in the "Office Use Only" box)  
Fill out the UNSWORN DECLARATION (bottom part) and sign.

**5** Check only if there is NO Interested Party. ☐

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**