



**NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS**

**RFP #23-07
NEW BRAUNFELS ISD GENERAL CONTRACT FOR
THE CONSTRUCTION OF AN NBISD ELEMENTARY
SCHOOL**

RFP DEADLINE: February 28, 2023 by 2:00 p.m.



NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT

RFP #23-07

NEW BRAUNFELS ISD GENERAL CONTRACT FOR THE CONSTRUCTION OF AN NBISD ELEMENTARY SCHOOL

DUE NOT LATER THAN: February 28, 2023 by 2:00 p.m.

PUBLIC BID OPENING : February 28, 2023 at 2:30 p.m. at the Education Center, 430 Mills St., New Braunfels, Tx.

ATTN: Lydia Seigal (Purchasing/ Contracting Specialist)

1000 N. Walnut Ave.
New Braunfels, Tx. 78130

For questions regarding this Request for Qualifications, please contact:

Lydia Seigal
Purchasing/Contract Specialist
lydiaseigal@nbisd.org

All questions shall be submitted by **2:00 PM on, February 21, 2023** and will be posted on the District website at: <https://www.nbisd.org/page/bus.bids>

Answers will be provided by **4:00 p.m on February 22, 2023**

One (1) Original hard copy, One (1) exact copy of original and (1) one electronic copy of a response to the Request for Proposals shall be received no later than 2:00 PM on Thursday, February 28th, 2023 at the District office.

ATTENTION: Lydia Seigal, Purchasing/ Contracting Department
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It is the responsibility of the submitting firm to ensure the RFP response packages are received prior to the deadline.
RFP response packages received after the above date and time will not be considered.

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NOTIFICATION OF INVITATION TO BID

COMPETITIVE SEALED PROPOSAL

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The New Braunfels Independent School District is soliciting sealed proposals for the products/services per the specifications stated elsewhere in this document. This bid opportunity is prepared as a Competitive Sealed Proposal and will be publicly read aloud. After a contract(s) is awarded, tabulations may be requested.

PROPOSALS MUST BE RECEIVED NO LATER THAN

FEBRUARY 28, 2023 BY 2:00 P.M.

The respondent shall submit one (1) original, one (1) copy of the proposal submittal, and one (1) electronic copy and all supporting documentation. Notate "copy" on the duplicate proposal and supporting information.

Any proposal received after such time will not be considered and will be returned unopened. Proposals will be received by:

Purchasing Department
Attn: Lydia Seigal – Purchasing and Contracting Specialist
1000 N. Walnut
New Braunfels, Texas 78130

In the Instructions to Proposers "bid" shall mean "offeror" or "proposal" and "bidder" shall mean "offeror" or "proposer". Notice is hereby given that the New Braunfels Independent School District hereinafter will be referred to as District, NBISD or New Braunfels ISD.

This Proposal included the following:

1. Instructions to Proposers
2. Bid Specifications
3. Bid Forms

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Section I

IT SHALL BE THE VENDOR'S RESPONSIBILITY TO REVIEW AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL AS OUTLINED HEREFTER

1. Statement of Inclusion/Applicability

The Instructions to Proposers are applicable to all Bid Invitations issued by the New Braunfels, ISD, and by this inclusion, they become an integral part of any contract which is awarded, or purchase order which is issued in association with this Bid Invitation.

2. Bid Preparation and Submission Procedures

Request for Proposals will be received until the deadline indicated in the Notification of the Invitation to Bid.

Each proposal must be submitted in a **SEALED** envelope. The outside of the envelope (or other package or container) must bear the following information in clear and legible form:

- a) in the upper left-hand corner: print the full name and address of the bidding entity, and the name and telephone number, including the area code, of the person to contact with questions about the bid submission, and
- b) in the lower left-hand corner: "Proposal Enclosed," the proposal name, proposal number, and submission deadline indicated on the Notice of Invitation to Bid.

Proposals may be submitted by U. S. Mail, common carrier, or other courier or delivery service, or by hand delivery. If forwarded by mail or other courier or delivery service, the sealed envelope, identified as indicated above, should be enclosed in another envelope addressed as specified below. New Braunfels Independent School District will not be responsible for bids or related correspondence that are mis-sent, misdelivered, or misplaced.

Proposals may be mailed to or hand delivered to:

New Braunfels Independent School District (Administration Building)
Purchasing Department (Attention: Lydia Seigal)
1000 N. Walnut
New Braunfels, Texas 78130

Bids, which are opened prior to the bid opening because of failure to adhere to the above addressing and identification criteria, will not be considered and will not be returned. Bids received after the deadline will not be accepted for consideration, and will be returned unopened. Bids received in an unsealed condition will not be considered and will not be returned. **Faxed bids or related communications will not be accepted.**

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A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must manually sign the Proposal Certification Form in ink. The person signing the proposal must indicate his/her title along with signature. **Bids received without manual signature from an authorized representative will not be considered.**

Bidders must use the bid forms provided and must submit with bid. Any change made to any written response on any of the bid documents must be made in ink by marking through the original entry and clearly entering the new information alongside the change. Changes must not be made with correction fluid. All changes must be "initialed" by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction. **Failure to return any document or information requested as part of the proposal response may result in the rejection of the entire bid.**

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this Bid Invitation before submitting bids. Failure to do so will be at the bidder's own risk.

Vendors who do not bid on this particular proposal, but who want to remain on our bid list for future opportunities in this product category should complete, sign, and submit the No Bid Response Form to New Braunfels ISD Purchasing Department. The same procedure shall apply to vendors who would like to be removed from the bid list for this commodity category. Failure to adhere to this procedure may result in removal of the bidder's name from our bidders list.

3. Addendum

In the event that any changes to this Bid Invitation occur subsequent to the mailing or other delivery of the original Bid Invitation, the changes or corrections to this Bid Invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original Bid Invitation or any previous addendum. Each addendum must be acknowledged on the acknowledgment form provided with the addendum. Any required acknowledgment form must be submitted along with the submission of any bid response.

4. Withdrawals or Modification of Bid

Subject to the restrictions discussed below, the District will consider a WRITTEN request from any bidder that the bidder be allowed to withdraw any bid submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION as stated in the Notice of Invitation to Bid included with this Bid Invitation. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must submit a signed letter requesting the withdrawal of any bid and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Notice of Invitation to Bid.

If a bidder requests to withdraw a bid and the District allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Notice of Invitation to Bid included with this bid invitation, provided any new submission meets all the qualifications of bid submission included in the Instructions to Proposers. If a bidder resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the bidder must initial all alterations made to any bid

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All bids in the possession of the District at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Notice of Invitation to Bid included with this bid invitation.

5. Contract Time period

The time period for purchases covered by any contract resulting from any award under this bid is stated in the specifications to Proposers. Unless otherwise indicated in the Instructions to Proposers, all proposal pricing will be firm through the entire contract period.

In the event this contract expires before another bid is awarded, upon the mutual written agreement of the parties, this contract may be extended on a month-to-month basis beyond the expiration of the contract time period. The District reserves the unilateral right to extend the proposed contract for four additional one- year terms. Any request for a rate change will be evaluated.

6. Remedies for Non-Performance of Contract and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price.

The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the District may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this contract is extended by mutual agreement of the parties on a month to month basis beyond the expiration of the contract time period as stated in the Notice of Invitation to Bid, this contract shall terminate upon the expiration of the contract term as stated in the Notice of Invitation to Bid.

If any delay or failure of performance is caused by a Force Majeure event as described in the Instructions to Proposers document entitled "Force Majeure," the District may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section. Except as otherwise provided for within the Instructions to Proposers of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- a) the vendor's failure to adhere to any of the provisions of the Instructions to Proposers of this Bid Invitation,
- b) the vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s)
- c) the vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of the Purchasing Department,

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- d) the vendor's violation of any other provision contained within the Instructions to Proposers
or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the District, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the District elects to purchase other products from other sources, the District will invoice the vendor for any increased costs to the District, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced. In the event the District terminates this contract, in whole or in part, for any reason provided for within the contract, the District reserves the right to award the canceled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of the District.

Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future bids from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

7. Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The District will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the District has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the District has agreed in such writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the District shall

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have the option to terminate this contract in accordance with the Instructions to Proposers document entitled "Remedies for Non-Performance of Contract and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the District's rights as provided elsewhere in this contract.

8. Bid Evaluation and Awards

New Braunfels ISD reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of the District as it perceives those interests to be in its sole discretion. Multiple vendors will be awarded when it is in the best interest of the District.

It is not the policy of the District to purchase on the basis of low bid price alone. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, the District shall consider the following: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the needs of the District; (5) the vendor's past relationship with the district; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor's goods and/or services.

The District may elect to negotiate with one, two or all vendors. It will be at the District's discretion as to the number and combination of vendors that will be involved in the negotiation process.

9. Non-collusion Certification

By signing this bid, the bidder certifies that, to the best of his/her knowledge:

- a) neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications related to this Bid Invitation,
- b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this bid,
- c) the bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the District in connection with any information or submission related to this bid, any recommendation, decision, vote, or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid,
- d) no attempt has been or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

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The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

10. Confidential or Trade Secrets

If any of the information contained in vendor's proposal response is considered to be confidential or a trade secret and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

11. Assignment - Delegation

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the District. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

12. Certifications Regarding Legal, Ethical, and Other Matters

By signing this bid, the bidder certifies that:

- a) he/she has read and understands all the Instructions to Proposers in this document, and agrees to be bound by them, and is authorized to submit bids on behalf of bidder,
- b) the bidder has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- c) the bid submitted conforms with all item specifications, the Instructions to Proposers, and any other instructions, requirements, or schedules outlined or included in this Bid Invitation,
- d) if this bid is accepted, in whole or in part, the bidding entity will furnish any item(s) awarded to them under this Bid Invitation to the District at the price bid, and in accordance with the item specifications and the terms and conditions contained in this Bid Invitation,
- e) the bidding entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to bid or receive any award or contract related to this bid, and the bidder will comply with any reasonable request from the District to supply any information sufficient to substantiate the bidding entity's ability to meet these minimum standards,
- f) concerning paragraph "(e)" above, the bidding entity has identified and disclosed in this written bid response any and all known or suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the bidder's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid response any such matters which do exist is a material breach of contract which will void the submitted bid or any resulting contracts, and subject the bidder to removal from all bid lists,
- g) the bidding entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, insurance or licenses, necessary for lawful performance of its obligations under this contract,

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- h) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid response are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- i) the bidding entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold the District harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- j) the bid submitted complies with all federal, state, and local laws concerning these types of products or services, and the bidding entity will continue to comply with any applicable federal, state, and local laws, regulations and executive orders related to the bidding entity's activities in connection with this contract (such as but not limited to Fair Labor Standard Act, Americans with Disabilities Act, Equal Opportunity Employment Act),
- k) the bidding entity will maintain, at the bidding entity's expense, any insurance necessary to protect the District from all claims for bodily injury, death, or property damage that might arise from the performance by the bidding entity or the bidding entity's employees or its agents of any service required of the bidding entity under this contract; however, the existence of such insurance will not relieve the bidding entity of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law,
- l) the District shall not be liable to the bidder for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the District declares the bidder in default,
- m) he/she understands that signing the bid with any false statement is a material breach of contract which will void the submitted bid or any resulting contracts, and subject the bidder to removal from all bid lists, and possible criminal prosecution.

13. Equal Employment Opportunity (EEO) Disclosures

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply for the period of the contract with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The bidder further agrees that the proposing entity is and , during the period of any contract resulting from any award under this Proposal Invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

14. Venue

This agreement will be construed and governed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in New Braunfels, Comal County, Texas.

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15. Extension/Non-Appropriations Clause (Applies to Multiple Year Contracts)

The District reserves the right to extend any multiple year contracts at the time of renewal if agreed upon by both parties.

The District reserves the right to terminate any multiple year contracts at the time of renewal at the District's discretion.

Any and all extension contracts are subject to the following non-appropriations clause. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.903 concerning non-appropriation clauses for multi-year contracts. The District reserves the right to rescind the contract at the end of the fiscal year if it is determined that funding is not available to extend the contract.

16. Conflict of Interest Questionnaire

The Texas Legislature passed House Bill No. 1491 amending Chapter 176 to the Texas Local Government Code. Any person or entity who contracts or seeks to contract with New Braunfels ISD for the sale or purchase of property, goods, or services as well as agents of such persons (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with New Braunfels ISD is responsible for complying with any applicable disclosure requirements. New Braunfels ISD will post the completed questionnaires on its website. Additional information may be found regarding HB1491 at the following web-site:

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

**17. Interlocal Agreements with other School Districts through the Central Texas
Purchasing Alliance – CTPA**

- a. *Membership.*** New Braunfels Independent School District is a member in good standing of the Central Texas Purchasing Alliance ([CTPA/txcpta.org](http://txcpta.org)), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.
- b. *Adoption of Awarded Contracts.*** In support of this collaborative effort, all awards made by New Braunfels Independent School District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031 (a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
- c. *Adopted Contract Management.*** The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

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18. House Bill 1295 Certificate of Interested Parties (HB 1295)

Effective January 1, 2016, New Braunfels Independent School District must comply with the “Disclosure of Interested Parties”, mandated by Texas HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or has a value of at least \$1 million will require the on-line completion of Form 1295 “Certificate of Interested Parties”, per Texas Government Code Statute 2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. A sample copy (for illustration purpose only) of a completed electronic form is provided with this solicitation. All entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1. Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website – www.ethics.state.tx.us *Form 1295 Filing Application Form 1295 Filing*

Step 2. Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the business Entity and the business Entity

download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

Step 3. At the time of submission of the solicitation to New Braunfels ISD the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e. bid,rfp,rfq,...) Upon receipt, New Braunfels ISD may proceed with the award and/or execution of the contract.

Step 4. Not later than the 30th day after the date the contract has been signed by all parties, NBISD must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5. Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

Definitions:

- a. “Contract” includes amended, extended, or renewed contract.
- b. “business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- c. “Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a

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business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

19. House Bill 89 Verification

Certification regarding boycotting of Israel – This form is located in the Forms Section Must be signed and returned with the proposal submittal.

20. SB 252 Chapter 2252 Certification

Certification regarding terrorist organizations – This form is located in the Forms Section Must be signed and returned with the proposal submittal.

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Section II

SPECIFICATIONS/SCOPE

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PROPOSAL DATES:

- **Proposal Released.....February 06, 2023**
- **Proposal Questions Due.....February 21, 2023 2:00 PM**
- Proposal Due.....February 28, 2023 2:00 PM**
- **NBISD Board Room 1000 N. Walnut**
New Braunfels, Tx. 78130
- **Board Approval & Award.....March 03, 2023**
- **Contract Begins.....TBD**

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Bid Specifications
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Bid Specifications (attachments)

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I. GENERAL INFORMATION

Notice to Proposers

This proposal is intended to provide the New Braunfels Independent School District with district requirements related to a General Contract for the Construction of an NBISD Elementary School.

General Conditions

The District reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of the District. The District may negotiate with proposers as deemed advisable or necessary. Proposers are requested to submit quotations on the basis of these specifications. Alternative quotations (for coverage on a basis different than that requested in these specifications) will receive consideration providing such alternatives are clearly explained. Any exceptions to coverages requested herein must be clearly noted in writing and be included as a part of the proposal. The District believes that the data contained in these specifications is sufficient for preparation of proposals. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty.

To promote the fair and objective evaluation of each proposal, a specific proposal format is required (Proposals must be submitted on Proposal Forms attached). Delivery of the proposal- in duplicate - is the responsibility of the proposer whether it be by mail or in person. Where proposals are sent by mail, the proposers shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. It is requested that complete specimen contracts, interlocal agreements, bylaws, service agreements, executed reinsurance (excess insurance or stop loss) policies, and/or insurance policies be included in all proposals. New Braunfels ISD reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of the District as it perceives those interest to be in its sole discretion. Multiple vendors will be awarded when it is in the best interest of the District.

Pricing

It is not the policy of the District to purchase on the basis of low bid price alone. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, the District shall consider the following: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the needs of the District; (5) the vendor's past relationship with the district; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor's goods and/or services.

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The District may elect to negotiate with one, two or all vendors. It will be at the District's discretion as to the number and combination of vendors that will be involved in the negotiation process. This RFP may be awarded to more than one firm.

Evaluation Criteria		
Item	Description	Percentage Possible
1	Contract Price	40
2	Reputation of the Contractor/Contractor's services	20
3	Quality of the Contractor's services	10
4	Meet the district's needs	10
5	Past Relationship with District	5
6	HUB Compliant	5
7	Long-term cost to the District – timely /budget	5
8	Contractor's status in past/pending litigation/arbitration	5
Total		100

Insurance Requirements

General public liability insurance covering all duties, services, or work to be performed under the contract; \$1,000,000/Occurrence including Personal and Advertising Injury and \$2,000,000 Products/Completed Operations and General Aggregate.

Required automobile liability insurance \$1,000,000 Combined Single Limits.

The vendor must also maintain Worker's Compensation insurance providing the statutory benefits for the State of Texas and employer's liability in the amount of \$500,000 for each person, \$500,000 in the aggregate and \$500,000 for each person for occupational disease. New Braunfels Independent School District shall have no responsibility of liability for such insurance coverage.

Vendors must provide proof of insurability with the response. Acceptable proof of insurability will be a certificate of insurance or a letter from the insurance carrier (not the insurance agent). The awarded vendor must provide a certificate of insurance compliance within 15 calendar days after notification of the award.

Each policy of required insurance shall provide for 30 days' notice of cancellation to New Braunfels Independent School District and shall name its Board of Trustees as additional insured and include the following provision:

"It is a condition of the policy that the insurance carrier shall furnish written notice to the NBISD Purchasing Department, 1000 N Walnut, New Braunfels, Texas 78130, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy."

Bonding Requirements

Payment and Performance bonds will be required for individual projects exceeding \$25,000.00

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II. SPECIFICATIONS

Scope and Purpose

This proposal is intended to provide NBISD with district requirements related to General Contract for the construction of an NBISD Elementary School, in accordance with specifications and conditions embodied within this inquiry. This RFP may be awarded to more than one firm. Upon receipt of proposals, the District will review the proposals and may request additional information, including product or service presentations, as appropriate.

The warranty, general, special terms and conditions, insurance submittal documents and specifications as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the Proposer's pre-printed forms with this proposal or any other document submitted during, deliver of product, invoicing, acknowledgements letters, emails, faxes, routine communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed, in in writing by NBISD.

Any additional agreements/contracts to be signed by NSISD shall be included with the proposal.

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Warranty

The Contractor shall honor all minimum standard warranties. Warranty information must be submitted with your proposal.

Permits and Licenses

Firms should be fully licensed to complete all work required. Copies of all applicable licenses should be provided with your response. The awarded firm(s) is responsible for all permitting and licensing as required by the project(s). The awarded firm(s) is responsible for ensuring work meets all applicable does and regulations.

Award of Contract(s) and Renewals

The District reserves the right to award contracts to multiple firms if deemed to be in the district's best interest. **An initial two year contract is contemplated with an option for three (3) one-year extensions.**

All bidders must provide a detailed response that corresponds with the following Summary. Any questions or concerns must be issued in email to:

Lydia Seigal – Purchasing and Contracting Specialist
lydiaseigal@nbisd.org

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Special Instructions

The awarded Proposer(s) will be expected to provide merchandise and service as specified within this proposal document. Proposers must follow the format as proscribed within this proposal document. Proposing vendors may use additional pages, and submit additional information as needed.

Part A Proposal Response: Part A is the basic information that is needed for the evaluation process.

1. RS Means Book

- a. For the purpose of establishing standardization in project proposal pricing for the minor construction, repair, rehabilitation, or alteration of a facility, the District has adopted the latest RS Means cost data books for the current year. The proposer shall provide the titles of which RS Means books will be used.
- b. Gordian Pricing – provide pricing based on Gordian adjustment factors.

2. Business History and Experience

- a. Number of years in business performing minor construction contracts.
- b. Number of school districts and other government entities company has performed minor construction trade services for.
- c. Proof of Bonding capability provided by surety firm

3. Employed Personnel

- a. Number of currently employed full time staff (estimators, project managers, tradesmen, etc.)
- b. Number of locally (Comal counties) employed full time staff, including tradesmen, office personnel.
- c. Resume of assigned Project Manager(s) to include:
 - Project history with school districts as well as general businesses
 - Minimum five (5) years of work history
 - Include company name, longevity, and dates worked
 - Key skills
 - Other information relevant to individual's specific job history that shows his/her ability to perform as a Project Manager

4. Good Faith Effort Plan the proposer shall provide with the proposal response their plan on how they will encourage participation by minority owned or small businesses.

PART B – Proposal differential and Percentage of Mark-up the following pricing elements must be included within the proposal response

5. Project Proposal Differential

The proposer shall provide a differential (percentage) based on the following:

- a. The project proposal is a not-to-exceed estimate for a particular project provided to the District

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- b. The project proposal pricing will be based on the best and most appropriate RS Means unit price book available.
- c. The formula for determining the project proposal shall be:
 Bare Costs – Total column, multiplied by the **Austin, Texas City Cost Index** weighted average of the same edition, plus or minus. The differential proposed by the proposer.
- d. The project proposal shall include the **Austin, Texas City Cost Indexed** Weighted Average in the equation as found within the RS Means price book.
- e. The index number shall be the current index listed within the RS Means price book being used for the project, or the most current index available through RS Means.
- f. If a different index is to be used, the Contractor must notify the district representative of the change prior to the use of the new index.

6. Percentage of mark-up over Actual Cost

The percentage of mark-up added to the actual costs associated with a project, not to exceed the total of the project proposal.

7. Additional Costs

Any other costs associated with these services shall be the responsibility of the proposer. Prices must include all transportation costs. The district will not pay for mileage or fuel charges.

8. Projects not found specifically in RS Means

- a. Base the project proposal on the closest type-categories found in the RS Means
- b. Indicate on the project proposal that the pricing is not based on a specific category but include multiple ones.
- c. Include the codes where pricing was found.

Scope of Work

By submitting a proposal in response to the solicitation, the awarded proposer(s) (also referred to as “Contractor”) agrees that the contract shall be governed by the following terms and conditions.

1. General Requirements The Contractor shall:

- a. Be expected to provide all labor, equipment, supplies, materials, superintendence and testing necessary for completion of the work, subject to the terms and conditions of the contract. The Contractor shall complete such details of work for the successful operations of area service was performed.
- b. If subcontractors are utilized, the subcontractors will be directed and supervised by the Contractor. The District reserves the right of refusal where subcontractors are not performing in accordance with the requirements of this contract.
- c. All work is to be done in a neat and orderly manner, in accordance with industry standards and/or required code.
- d. All work shall be scheduled as to be safe and shall not interfere with classes or meetings in any way unless approved by the District Project Manager or Director of Facilities and Construction.
- e. Normal district working hours are Monday through Friday, 7:30 A.M to 5:00 P.M. Although services under this contract may be performed during these hours, the contractor may often be required to work outside these hours.
- f. At the start of a project, the Contractor shall provide the project manager with the telephone number(s) of the person or persons to be called in case of an emergency.

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- g. The Contractor shall provide time schedules if requested by the district.
- h. Projects with a scope of work requiring construction documents and/or drawings prepared by project engineer/architect must adhere to the district General Conditions
 - Contract for Construction provided in Appendix D. The requirements of the project will be determined within the scope of work and prior to work authorization.

2. Purchase of Parts / Equipment for Installation

- a. Parts / equipment will be warranted by the Contractor for a period equal to or greater than the manufacturer's standard warranty. If no manufacturer's warranty is given, a minimum one year warranty from date of substantial completion and acceptance by the District must be provided.
- b. The Contractor shall, unless otherwise indicated, provide only new parts and / or equipment and materials. The District may specify equipment based on the District's requirements for standardization and / or history with a particular brand / model.

3. Commencement of Work

- a. Contracts for services will be put into effect by means of purchase orders executed by the District. The conditions stated herein are applicable and form a part of all contract documents and a part of the terms of all subsequent purchases for services to be provided.
- b. Upon receipt of the scope of work provided by the District, the Contractor shall submit a Project Proposal form (see Appendix C for example) based on the contract pricing.
- c. All work shall commence upon acceptable work statements and schedules supplied by the Contractor and agreed in writing by the District. The District may incorporate a Job Order Work Authorization form (see Appendix B for example) for use in addition to purchase orders for the purpose of identifying scope of work, timeline, cost, based on the contractor's project proposal and providing work authorization.
- d. The Contractor shall provide to the project manager progress reports indicating current status of all assigned projects to include verification of work schedule and percentage of project completion. This progress report will be presented during the NBISD Facilities and Construction staff meetings.

4. Codes and Requirements

- a. The Contractor shall comply with all Local, State and National codes and pay all applicable costs, fees and permits. All codes and standards shall be per the latest edition with all supplements and official interpretations included. District specifications take precedence when they are more stringent. Standards, ordinances and statutes take precedence when they are more stringent or conflict with district specifications.

5. Additional Work Requirements

- a. The Contractor shall provide all labor, materials, transportation, tools, equipment and storage necessary to complete the work required. All standard equipment (e.g. hand tools, vehicles, basic materials hauling trailers, etc.) expected of the trades must be provided at no cost to the district. All equipment must be removed from the district property once the project is complete. The Contractor shall also remove any materials and equipment when required. Trash and debris shall be disposed of in an appropriate off-site locations.

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- b. The Contractor may be required to visit the premises where work is to be performed prior to work authorization, as it is the Contractor's responsibility to identify all costs associated with a particular project.
- c. Any work details and materials not otherwise mentioned shall be included in the Scope of Work for the particular project(s).

6. Workmanship and Installation

- a. Only thoroughly trained and experienced workers completely familiar with the items required or with the manufacturer's recommended methods of installations shall be used. In acceptance or rejection of work performed, no allowance will be made for the lack of skill on the part of the worker(s)
- b. Where details or specific installation specifications are not included, follow approved manufacturer's recommendations.
- c. Upon completion of work the Contractor shall clear the job site of any and all debris at appropriate off-site locations.

7. Final Inspection

- a. The Contractor shall demonstrate that work completed meets the requirements of the District. The District shall give final approval to all work performed.
- b. Should any portion of the work fail to meet the requirements of the District, the Contractor shall repair or replace items failing to meet requirement until items can be demonstrated to comply.
- c. Upon completion of jobs where materials are used, the Contractor shall submit proof of purchase (invoice) to the District, or designated Engineer, with each payment request.

8. Specific Requirements

Process Procedure – The following process is to define the procedure that may be adopted or modified by the District as applicable.

- a. Job Order Contract project is defined. The District determines there is a need for a minor construction project that can be done using the "General Contractor" contractor.
- b. The District determines if budget is available, and assigns the project to an appropriate district representative.
- c. The District meets with General Contractor to develop the scope.
- d. Scope is written by General Contractor or the district project manager
- e. Work Authorization is submitted to General Contractor.
- f. General Contractor prepares Contract Proposal means project proposal based on Work Authorization. Once the General Contractor receives the Work Authorization, the General Contractor will prepare the required proposal Means proposal based on the scope of work for the project. NOTE: During the contract and any subsequent extensions should any of the proposal mean unit price books be updated, the contract shall recognize the last version as the basis for contract pricing. The Contractor shall notify the district representative of the change prior to using the new version.
- g. General Contract submits Proposal Means project proposal and signed Work Authorization to the district. The General Contract will finalize the cost numbers for the proposal (and the NTE proposal), sign, and submit the project proposal(s) to the appropriate district representative.
- h. District reviews proposal and Work Authorization. The District will review the cost proposal for scope, and compare the proposed cost against the budget numbers for the project.

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- i. District approves Work Authorization and creates a purchase requisition. Once it has been determined the project will move forward, the district will have a purchase requisition created to start the purchasing process.
- j. Purchasing reviews documents for contractual requirements and compliance.
- k. Upon approval, the district generates a purchase order to the General Contract.
- l. District and General Contract schedule the project.
- m. General Contract starts project on the scheduled start date.
- n. General Contract completes the project.

9. Project Management

- a. The District reserves the right to assign project to awarded firms as deemed appropriate by New Braunfels ISD.
- b. New Braunfels ISD may conduct a formal bid process for individual projects exceeding \$50,000.
- c. If at any time the Contractor is unable to perform or meet the District's schedule, dates for the submittal of cost proposals project mobilization, or project completion, the General Contract will provide written notification of the district, and the District will make arrangements to utilize other approved Contractors. **NOTE:** The District reserves the right to make final determination if the primary Contractor is capable of meeting the schedule(s) based on information provided by the primary contractor or other factors.
- d. The percentage markup may not exceed that submitted with proposal under any circumstances, however, a lower percentage will be accepted.

PROPOSAL RESPONSE FORM

The Proposer is responsible for completing the following information per the above conditions. All information must be submitted on this form to receive consideration.

Part A – General Information – Questionnaire

Company Name _____

Address _____

Phone / Fax _____

Payment Address _____

Emergency Contact _____

Please provide a minimum of 3 references from similar institutions as DSISD

Name _____

Address _____

Contact _____

Phone/ email _____

Name_____

Address_____

—

Contact_____

Phone/ email_____

Name_____

Address_____

Contact_____

Phone/ email_____

1. Proposal Means Books to be utilized:

Title	Publish Date

2. Business History and Experience

- a. Years in business performing minor construction trades services through General Contracts _____
- b. Number of school districts your company has performed minor construction trade services_____

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- c. Number of other government entities your company has performed minor construction trade services_____
- d. Maximum Bonding Capability certified by a surety firm included with proposal response.
Per project_____ Aggregate_____

3. Availability of Services

Please list the types of construction services your firm offers below

TRADE	YES	NO	NOTES
Electrical			
Plumbing			
Concrete			
Carpentry			
HVAC			
Painting			
Landscape			
Other			
Other			
Other			

4. Employees Personnel

- a. List the number of currently employed full time staff that are directly related to construction services (e.g. estimators, project managers, tradesmen, etc.)

- b. List the number of locally (Hays counties) employed full time staff, including tradesmen, office personnel._____
- c. Please provide the resume of the assigned Project Manager(s) included with proposal response.

Part B – Proposal Differential and Percentage of Mark-up

Proposal Means

As indicated, project proposals will be based on a percentage differential from the Proposal means standard price book, and billing amounts will be based on a fixed percentage mark-up. The proposer is to indicate if the percentage is a positive or negative in the appropriate box the percentage proposed for each. Failure to indicate plus or minus (+/-) will cause percentage to be considered “minus”.

Note: The cost of a project based on the Proposal Means will be multiplied by the current **Austin, Texas, RS Means City Cost Index Weighted Average**. Consider this factor when submitting your company’s percentage differential.

Project Proposal	
% Differential to RS Means Bare Costs Total Column	Circle + or – to Indicate Proposed Differential
%	+ --

Project Payment	
Fixed Percentage of Mark-up	Circle + or – to Indicate Proposed Differential
%	+ --

Gordian Construction Task Catalogue as Pricing Guide

Pricing based on Gordian Construction Task Catalogue manual will be based on the following:

Adjustment factor applied to tasks performed during normal work hours: _____

Adjustment factor applied to tasks performed outside of normal work hours: _____

Additional Information – use additional pages as required

CERTIFICATION

I, or we the duly authorized undersigned, having carefully read the instructions to Proposers, General Conditions, Notice to Proposers, Contract Specification, Responsibilities of Proposers, and Proposer Forms, do hereby agree to enter into a contract with NBISD, by tendering this proposal to perform the work required and/or provide the product(s) specified in this solicitation.

I, or we, also certify to the accuracy of the certifications required which accompany this proposal.

The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Proposer or with any competitor. I, we, are authorized to submit this proposal and have not been a party to any collusion among Proposer(s) in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any NBISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized

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Discussion(s) with NBISD's Purchasing Department, or in any discussions or actions between Proposer/Proposers and any NBISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

Date_____

Company

Name_____ **Printed**

Name_____

Title_____

Signature_____

THIS PAGE MUST BE RETURNED WITH THE PROPOSAL

Proposal Documents Check List– Must be included in Bid

- 1. Proposal Certification Page**
- 2. References**
- 3. General Information - Questionnaire**
- 4. Copy of Business License**
- 5. Copy of Liability Insurance as stated in this document**
- 6. District Forms**
- 7. Current W-9**
- 8. HB 89 Verification**
- 9. SB 252 Chapter 2252 Certification**
- 10. HB 1295**

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SECTION III

FORMS

SEALED BID FORM

The bidder, in compliance with your invitation for bids Collection and having examined the Owner's Scope of Work, the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, supplies and disposal services, and to complete the project in accordance with the requirements herein, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

BASE BID:

The undersigned agrees to deliver the goods on this project, for the following lump sum price as set forth on the individual specification forms.

Company Name _____

Address Date _____

Phone Number _____

Bidder's Printed Name _____

Fax Number _____

Bidder's Signature _____

DISTRICT FORM - A

Checklist of Required Forms

New Braunfels Independent School District requires that the following forms and documents be completed for any respondent's bid to be considered. The District requires that one (1) original and one (1) copy of the following documents be submitted.

- _____ SB 9 Certification
- _____ SB 13 Energy Company Boycott Certification
- _____ SB 19 Firearm Entity/Trade Association Nondiscrimination Certification
- _____ No Boycott Israel Certification
- _____ No Excluded Nation or Foreign Terrorist Organization Certification
- _____ Certificate of Residency SB 252
- _____ Suspension and Debarment
- _____ Felony Conviction
- _____ Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying
- _____ Conflict of Interest Questionnaire
- _____ Interested Parties Form 1295
- _____ Respondent Information Request & W-9
- _____ Edgar Forms

Failure to complete and return the required forms is grounds for disqualification

REQUIRED FORM

DISTRICT FORM - B

SB 9 CONSTRUCTION AUDITOR(S) CERTIFICATION

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Construction Auditor(s) must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions:

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Construction Auditor(s)"), I certify that [Check one]:

None of the employees of Construction Auditor(s) and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Construction Auditor(s) has taken precautions or imposed conditions to ensure that the employees of Construction Auditor(s) and any subcontractor will not become *covered employees*. Construction Auditor(s) will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Construction Auditor(s) and any subcontractor are covered employees. If this box is checked, I further certify that:

1. Construction Auditor(s) has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Construction Auditor(s) receives information that a covered employee subsequently has a reported criminal history, Construction Auditor(s) will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Construction Auditor(s) will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Construction Auditor(s) agrees to discontinue using that covered employee to provide services at the District.

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

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - C

SB 13 ENERGY COMPANY BOYCOTT CERTIFICATION

If (a) **Respondent** is not a sole proprietorship; (b) **Respondent** has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the **Respondent** hereby certifies and verifies that the **Respondent**, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this certification, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel- based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

COMPANY NAME: _____

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - D

**SB 19 PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
CERTIFICATION**

If (a) **Respondent** is not a sole proprietorship; (b) **Respondent** has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under *TEX. GOV'T CODE § 2274.003* of SB 19 (87th leg.); and (e) governmental entity has determined that **Respondent** is not a sole-source provider or **New Braunfels ISD** has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to *TEX. GOV'T CODE Ch. 2274* of SB 19 (87th session), the **Respondent** hereby certifies and verifies that the **Respondent**, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. For purposes of this Agreement, "discrimination against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See *TEX. GOV'T CODE § 2274.001(3)* of SB 19 . "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See *TEX. GOV'T CODE § 2274.001(3)* of SB 19.

COMPANY NAME: _____

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - E

NO ISRAEL BOYCOTT CERTIFICATION

Effective 9/1/2017 (H.B. 89), as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify _____ (Company Name) does not boycott Israel and will not boycott Israel during the term of this contract awarded with the New Braunfels Independent School District, that this certification is true, complete and accurate and that I am authorized by my company to make this certification.

Printed Name

Title

Signature

Date

If for any reason your Company cannot make this certification, state the facts that make your Company exempt from this boycott certification:

REQUIRED FORM

DISTRICT FORM - F

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

By signature below, I certify and verify that _____ (Company Name) is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - G

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident Construction Auditor(s). This law makes it necessary for the New Braunfels ISD to determine the residency of its bidders. In part, this law reads as follows:

TEC Section: 2252-001

- (3) "Nonresident bidder" refers to a person who is not a resident [of the State of Texas].
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including an Construction Auditor(s) whose ultimate parent company or majority owner has its principal place of business in this state.

TEC 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 greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) 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 a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Name of Company Bidding) is, under Section: 2252-001 (3) and (4)
a _____ Resident Bidder _____ Nonresident Bidder.

My/Our principal place of business under Section: 2252-001 (3) and (4), is in the city of _____, in the State
of _____.

Printed Name

Title

Signature

Date

REQUIRED FORM

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

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

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

DISTRICT FORM - I

FELONY CONVICTION NOTIFICATION

Section 44.034 , Texas Education Code, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

Note: This Notification of Criminal History Is Not Required of a Publicly Held Corporation

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

COMPANY NAME: _____

1. ☐ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
2. ☐ My firm is not owned nor operated by anyone who has been convicted of a felony.
3. ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s): _____

CHECK (☐) 1, 2, OR 3 ABOVE AND SIGN BELOW

Company

Address

Phone Number

Fax Number

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM – J

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST,
AND ANTI-LOBBYING**

By submission of this proposal, the undersigned certifies that:

1. Neither the proposer nor any of proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the New Braunfels Independent School District Board of Trustees between proposal submission date and award by the New Braunfels ISD Board of Trustees.
3. No officer or stockholder of the proposer is a member of the staff, or related to any employee or Board of Trustees member of the New Braunfels Independent School District except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).
4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

Printed Name

Title

Signature

Date

REQUIRED FORM

DISTRICT FORM - K

CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

To complete the form online visit www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow any and all instructions.

A signed, hard copy of the original, completed Form 1295 is required to be submitted with any bid submission.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
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.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <u>VENDOR'S NAME</u>		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <u>NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT</u>																																									
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.																																									
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%;">Name of Interested Party</th> <th rowspan="2" style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 50%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 25%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																	Must file online at www.ethics.state.tx.us/File	
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
5 Check only if there is no Interested Party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (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____. <div style="text-align: right;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

Vendor/s must complete this form electronically on the Texas Ethics Commission's website.

DISTRICT FORM - L

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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 one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: 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 not 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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number <table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td></tr></table>					-										-					
				-																	
				-																	

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.

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.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

DISTRICT FORM - M

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

Company Name: _____

Printed Name

Title

Signature

Date

EDGAR CONTRACT ADDENDUM

VENDOR NAME

In accordance with 2 C.F.R. § 200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new "EDGAR"), this Addendum ("Addendum") is proof of the vendor's willingness and ability to comply with certain requirements which may be applicable to specific e a e Independent School District (" ISD") purchases using federal grant funds. The following certifications and provisions are required and apply when ISD expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between ISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds.

This **Addendum** amends and is hereby incorporated into an existing agreement between the parties as follows:

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 \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by BISD, BISD 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 federal funds are expended by BISD, ISD 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: (1) vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) vendor fails to make any payments owed; (3) vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or BISD.

BISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if BISD believes, in its sole discretion that it is in the best interest of BISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by BISD as of the termination date if the contract is terminated for convenience of BISD. Any award under this procurement process is not exclusive and BISD reserves the right to purchase goods and services from other vendors when it is in the best interest of BISD.

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."

EDGAR CONTRACT ADDENDUM, continued

Pursuant to Federal Rule (C) above, when federal funds are expended by BISD 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 federal funds are expended by BISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

EDGAR CONTRACT ADDENDUM, continued

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(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 BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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 BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to BISD if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon a certification of Vendor that Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

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 BISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by BISD 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 by or 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.

EDGAR CONTRACT ADDENDUM, continued

- (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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by BISD, BISD 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 BISD, 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

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY—2 C.F.R. § 200.215

When federal funds are expended by BISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, BISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any

EDGAR CONTRACT ADDENDUM, continued

grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. BISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

BISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

When federal funds are expended by BISD, the vendor certifies, by signing this document, the vendor will not purchase equipment, services, or systems that use "covered telecommunications," as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

When federal funds are expended by BISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by BISD for any contract resulting from this procurement process, the vendor certifies that the vendor 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of BISD 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

EDGAR CONTRACT ADDENDUM, continued

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN ACT

The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by BISD. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and BISD concerning the Buy American Act.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS—2 C.F.R § 200.322

As appropriate and to the extent consistent with law, BISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (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. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by BISD, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree? YES_____Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

EDGAR CONTRACT ADDENDUM, continued

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____

Date: _____

Federal Tax ID #: _____

Request for Taxpayer Identification Number and Certification

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

► Go to 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 one 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) ► _____ Note: 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 not 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 ►
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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.

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.