

Facilities Planning and Construction Department  
1000 North Walnut  
New Braunfels, TX 78130  
Phone 830-643-5700

**NOTICE TO PROPOSERS**

NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT (New Braunfels ISD) is accepting sealed Requests for Qualifications (hereafter referred to as RFQ or proposal) for services from architectural and engineering firms for Professional Architectural Services RFQ # 24-01 until **4/11/2024 at 2:00 pm.**

**Method of Delivery**

Proposals must be submitted in person, to NBISD Admin Center, 1000 North Walnut, New Braunfels

<b>PROPOSAL:</b>	<u>Professional Architectural Services</u>
<b>RFQ#:</b>	<u>24-01</u>
<b>RECEIVED UNTIL:</b>	<b>April 11, 2024 at 2:00 pm at 1000 North Walnut</b>

A non-mandatory pre-submission meeting will be held on Wednesday, March 6, 2024 at 2:00 PM at 1000 North Walnut Ave, Operations Conference Room to discuss the requirements of the RFQ.

**Disqualified Proposals**

Proposals received later than the specified time will be disqualified. Faxed or emailed proposals do not meet the proposal requirement,

**Request for qualifications Tabulations**

After the solicitation is awarded by the Board of Trustees, a summary will be posted to the district’s website, under “Departments”, “Business Office”, “Open and Awarded Bids”.

**Addenda/Questions**

Responding participants will received any addendum that may occur prior to the proposal due date via email. Questions regarding the proposal are to be submitted in writing to [greiland@nbisd.org](mailto:greiland@nbisd.org) **and** [ddornier@nbisd.org](mailto:ddornier@nbisd.org)

**Withdrawing / Retracting Proposals**

Proposals may be withdrawn or retracted for any reason prior to the submission deadline indicated above.

**Due Date / Deadline Extensions**

The District, at its discretion, reserves the right to re-advertise and extend the due date and time; any extensions will be indicated on the form of an **addendum**.

New Braunfels ISD reserves the right to accept or reject any/or all proposals or to make awards as they appear to be advantageous to the district and to waive any and all informalities.

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## 1.0 SCOPE OF SERVICES

### PROFESSIONAL ARCHITECTURAL SERVICES RFQ# 24-01

#### **INTRODUCTION**

New Braunfels Independent School District is soliciting Request for Statement of Qualifications (RFQ) from architectural firms specializing in the K-12 public educational sector and sports division. Services to be provided include customary architectural services and related Structural Engineering, Civil Engineering, MEP Engineering, Roofing Consultant, Food Service Consultant, Acoustical Consultant, Sound Consultant, and Lighting Consultant services for the construction of Long Creek High School Stadium at 4150 Klein Meadows for the New Braunfels Independent School District (“NBISD”).

**PROJECT CONSTRUCTION BUDGET:** \$30M-\$40M

#### **TIMELINE**

2/20/2024	RFP Release
3/08/2024	Preproposal Meeting at 2:00pm, Central Standard Time
3/21/2024	Deadline for Questions
4/11/2024	Proposals Due at 2:00pm, Central Standard Time
4/15/2024	Proposers Interview and Presentation (If needed)
5/13/2024	Board Recommendation to Award
5/14/2024	Notice of Award
5/20/2024	Project Kickoff Meeting
1/30/2026	Stadium Occupancy

**Funding Source:** Bond Funds will be used for this project; project is contingent on 2024 Bond passing.

#### **Reasonable Costs/Price**

The RFQ solicitation does not require fee information; the District retains the right to negotiate reasonable costs for services upon evaluation and determination of the most qualified firm.

#### **AIA Contract**

The selected/awarded firm must implement an appropriate AIA contract. The contract to be executed between the NBISD and the Architectural firm will be the AIA Document B101-2017 “Standard Form of Agreement Between Owner and Architect” and AIA Document A201-2017 “General Conditions of the Contract for Construction”, as amended, which is included in Exhibit A

#### **Ethical Conduct**

No Employee or Board Member shall be contacted regarding the RFQ after its release and prior to its award except for Q & A during allotted time.

#### **Questions**

All questions pertaining to this solicitation must be in writing to: [greiland@nbisd.org](mailto:greiland@nbisd.org) *and* [ddornier@nbisd.org](mailto:ddornier@nbisd.org)

#### **Amendments/Addenda**

Revisions and amendments to the solicitation will be made by issuing an addendum.

## **Qualifications Evaluation and Selection Process**

### **Phase One**

Submittal of Request for Statement of Qualifications (RFQ) by interested firms to provide Design Services. Services to be provided include decommissioning, demolition, design, and construction administration. The RFQ Submission Schedule shows the timeline for the RFQ process.

### **Phase Two (if needed)**

The second phase of the evaluation process will consist of interviews conducted with the selected firms and the Review Committee. Generally, each firm can expect to provide a 30-minute presentation to the Review Committee about their firm and project types. Concept drawings with elevation views are requested to show the committee the architect's vision for this project. After the presentation, a 15-minute question and answer time period will be provided to address any specific questions the Committee may have related to the firm's presentation and/or information provided. The Review Committee will review all Statements of Qualifications received by the deadline, and evaluate each firm's experience, technical competence, capability to perform, past performance, references and other relevant factors submitted in response to this Request for Qualifications, as per the "Criteria and Evaluation Weights" table will complete its evaluation and finalize the selection of firms to be considered for the project. Each firm will be notified individually of the final results of this phase.

NBISD makes no warranty or guarantee that an award will be made as a result of this RFQ. The District will select the firm(s) from the approved list to best serve the District needs. The program requirements for the project will be provided to the firm at the time the project assignment is made.

## 2.0 SPECIAL TERMS AND CONDITIONS

### PROFESSIONAL ARCHITECTURAL SERVICES RFQ# 24-01

**The special terms to the Scope of Work will include but are not limited to:**

The District is looking to construct a new 7,000 seat stadium complete with football/soccer turf field, a press box, site logistics (parking, roads & wayfinding), concessions with restrooms, a visitors locker rooms and instant replay scoreboard with a press box sound booth. It should be noted that the existing Long Creek High School will be operational throughout construction and the design relationship should be considered with the architecture of the new stadium. Additionally, the site is will be actively under construction for the Long Creek High School phase II project – site plan attached.

**Selection Evaluation Criteria**

	Factor	Description of Criteria	Max Score
1	Firm Qualifications/Corporate Background	Firm Qualifications and Background	20
2	Executive Summary/ Qualifications of Staff	Qualifications/Professional Staff/Experience Related to K-12  Executive, Key Staff, Consulting firms	25
3	Project Experience with K-12 Schools Performance Stadiums	Project Experience, Methods and techniques and long range Strategic Planning	20
4	Past Experience with District	Presentation and interview to highlight the key project experience	25
5	References	Client References	5

6	Safety Record	Firm's policies/Requirements/Practices And any Litigations	5
	Total Points		100

**Submittal Requirements**

**Provide submittals in the following order**

**1. QUALIFICATIONS (Firm Background and Qualifications)**

- a. Cover Letter - include a brief general statement of interest, availability, and commitment to perform services, and signature of a legal authorized firm officer; include the following:
  - Firm name, Address, Officers, a brief history of the firm and firm's officers
  - Specify firm type (corporation, partnership, and history of mergers/acquisitions and former names
  - Number of years in business
  - Number of years providing architectural services for K-12 or similar stadiums
  - Location of the office where the majority of services will be performed
- b. If the firm has more than one office, provide the total number and discipline of employees in the office where the majority of services for New Braunfels ISD will be performed.
- c. Explain firm's financial competency, stability, capacity for a project of this size and scope
- d. Explain firm's capability and commitment to meet project size, Scope of Services and Special Terms and Conditions outlined within specified completion deadline

**2. EXECUTIVE SUMMARY (Qualifications/Professional Staff/Experience Related to K-12 or similar Stadiums)**

- a. List Key Executive Staff (Full-time) with professional design discipline qualifications/resumes
- b. List Key Project Staff (Full-time) and disciplines with qualifications/resumes
- c. List total number and discipline breakdown of design professional staff qualifications/resumes
- d. Identify services/consulting firms generally subcontracted; include qualifications/resumes
- e. List and quantify years of experience of 1) Executive Staff, 2) Key Project Staff and 3) Consulting firms' staff with specific project experience relevant to stadium designs

**3. LEVEL 1: K-12 PROJECT EXPERIENCE**

- a. List and describe firm's Projects/Clients and Experience within this level for stadium designs
- b. Describe method, experience and techniques used and categories of building systems
- c. Attach Project Sample pics and/or hyper-links to pictures of specific stadium projects listed

**4. INTERVIEW AND PRESENTATION**

- a. The firm will present a 30-minute presentation to highlight their key experience with K-12 or similar stadiums and 15 minutes for questions and answers
- b. Explain the process that must happen to complete the project for the start of the 2024-2025 football season.
- c. Present a concept site plan and renderings showing for the new stadium
- d. Limit presenters to 6 people

**5. REFERENCES FROM CLIENTS**

Provide Minimum 3 client reference letters within the last 5 years preferably from above projects

**6. SAFETY RECORD**

Provide Evidence of Firm's Policies/Requirements/Practices

- a. Describe all litigations related to negligent safety practices within the last 5 years

**State Registration of Architecture Firms:** Respondents are advised that the Texas Board of Architectural Examiners requires that any entity providing architectural services to the public must register with the Texas Board of Architectural Examiners. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.

**Owner Reservation of Rights:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project.

**Multiple Awards:** It is the District's intention to have one vendor complete the architectural design and construction administration and to award one vendor; however the District reserves the right to award multiple vendors; or award a primary and a secondary contractor.

**Acceptance of Evaluation Methodology:** By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.

**No Reimbursement for Costs:** Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

**Eligible Respondents:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.

**Presentation and Demonstration:** If deemed necessary by the Evaluation Committee, responders agree to provide the Evaluation Committee with a presentation.

**Serving Subcontractors:** The District recognizes that potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of subcontractors, however, the contracted vendor shall remain solely responsible for the performance of this agreement. Servicing subcontractors may not directly accept purchase orders or payments for products or services under the terms and conditions of the contract. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the Qualifications response and any subsequent projects related to this contract.

### 3.0 GENERAL TERMS AND CONDITIONS

#### 3.1.0 APPLICABILITY

These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and request for qualifications forms issued herewith.

#### 3.3.0 QUESTIONS concerning this proposal package shall be addressed to [greiland@nbisd.org](mailto:greiland@nbisd.org) and [ddornier@nbisd.org](mailto:ddornier@nbisd.org)

#### 3.4.0 DEVIATIONS

Deviations to any conditions and/or specifications shall be conspicuously noted in writing by the request for and shall be included with the request for qualifications in the form of manufacturing product, specifications, and/or brochures.

#### 3.5.0 ONLY SEALED PROPOSALS ARE ACCEPTABLE.

Faxed or emailed proposals do not meet the sealed proposal requirement and will be disqualified.

#### 3.6.0 WARRANTY CONDITIONS for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.

#### 3.7.0 SAMPLES, pictures of work samples shall be submitted with the proposal per instructions set forth in The Special Terms and Conditions.

**3.7.1 ADDITIONAL SAMPLES** needed for evaluation shall be delivered within (5) working days from the time the vendor is notified by the Purchasing Department or requesting department.

**3.7.2 SAMPLE ITEMS** may be retained for the purpose of evaluation of continual and comparable quality and workmanship of the delivered items.

#### 3.12.0 ETHICS AND DISCLOSURES

**3.12.1 PROPOSER SHALL DISCLOSE** whether he/she or its firm has given, offered to give, intends to give at any time hereafter any economic opportunity, future employment, gift loan, gratuity, special discount, favor or service to a public servant in connection with the request for qualifications submitted.

Proposer shall disclose whether any of the school district's board members or administrative executives has any business or familiar relationships with proposer or the proposer's principal offices or employees.

**3.12.2 PROPOSER SHALL DISCLOSE** any and all relationships that might be a conflict of interest and include such information with the request for qualifications.

**3.12.3 PROPOSER SHALL DISCLOSE** whether the request for qualifications has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would anyway limit competition or give them an unfair advantage over other proposal in the award of this request for qualifications.

#### **3.12.4 PROPOSER SHALL DISCLOSE GIFTS TO PUBLIC SERVANTS**

Gifts may be construed to have been given to influence the purchasing process or purchase decisions. Texas law makes a gift (an item valued at \$100 or more, cash of any amount, or a negotiable instrument



of any value) to a public employee a Class A misdemeanor if the employee is someone who exercises some influence in the purchasing process of the governmental body. (*Texas Penal Code*, 36.09[d] and [h]).

**3.12.5 PROPOSER SHALL DISCLOSE INTERESTED PARTIES** Texas [House Bill 1295](#), Government Code 2252 restricts New Braunfels ISD from entering into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to New Braunfels ISD.

**3.14.0 ALL CONTRACTS AND AGREEMENTS** between merchants and New Braunfels ISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1995 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Fourteenth Edition, 1995 Official Text.

**3.14.1 FORMATION OF OFFER**

A response to this solicitation is an offer to contract with New Braunfels ISD based upon the terms, and conditions, scope of services, and specifications contained in this request.

3.14.1 Any additional agreements/contract templates to be executed by New Braunfels ISD shall be included with this proposal offer in blank format.

3.14.2 Services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.

**3.15.0 BOARD AWARDED REQUEST FOR QUALIFICATIONS CONTRACT**

A Board Awarded Request for Qualifications Contract will be executed if the New Braunfels ISD Board of Trustees approves the recommended competitive offerings. Section B. of the enclosed Board Awarded Request for qualifications Contract must be completed, signed and returned with this proposal.

Clarifications, negotiations, if applicable, will become a part of the final executed Request for qualifications Contract. Unaccepted deviations indicated will require review and acceptance by New Braunfels ISD legal counsel with the initiation of specific contracts for services. A request for qualifications contract is fully executed when signed by the appropriate New Braunfels ISD authority.

**3.15.1 MULTIPLE AWARDS** New Braunfels ISD reserves the right to award contracts to one vendor, multiple vendors or to make no awards.

**3.16.0 AIA Contract**

An appropriate AIA contract must be put initiated by the awarded responder.

**3.16.2 SIMILAR CONTRACTS** Resulting contracts from this solicitation will not supersede other New Braunfels ISD existing similar, specific or future contracts.

**3.17.0 TERMINATION OF CONTRACT**

It is understood that the district retains the option to terminate this agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The district agrees that it will provide written notice of termination no later than thirty (30) days prior to the end of the contract year or for just cause. The termination will become effective and this agreement shall terminate thirty - (30) thirty days following written notification of intent.

**3.17.1 DEBARMENT AND SUSPENSION**

The District will not contract with or award to any person or company who is debarred, suspended, having proceedings pending ineligibility with the US Government, System for Award Management. The District may rescind / terminate Federal, State, or local funded contracts and or purchases with persons, vendors or contractors who become debarred, suspended, excluded or ineligible during the contracted period.

The vendor shall notify New Braunfels ISD immediately if / when the awarded individual, vendor, contractor is made aware of debarment, suspension, ineligibility or exclusion at [greiland@nbisd.org](mailto:greiland@nbisd.org) AND [ddornier@nbisd.org](mailto:ddornier@nbisd.org), Subject: Debarment Status.

**3.18.0 ASSIGNMENTS AND SUBCONTRACTING:** The proposer understands that the contract may not be assigned, encumbered, pledged, mortgaged, or transferred either in whole or in part without written consent of New Braunfels ISD.

**3.18.1 NOVATION** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. New Braunfels ISD reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

**3.19.0 CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049).** If any proposal information is considered to be confidential or a trade secret belonging to the proposer and, if released would give advantage to a competitor or proposer, that information must be marked “CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION”.

**3.19.1 OPEN RECORDS** New Braunfels ISD is a government entity subject to the Texas Public Information Act, Texas Government Code Chapter 552. Proposals submitted to New Braunfels ISD may be subject to public information requests after contracts are executed or after completion of any purchases.

**3.21.0 CANCELLATION:** The District reserves the right to cancel any contract (purchase order) resulting from this Request For Qualifications at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). If the vendor fails to perform as required in the Qualifications document, contracts may be terminated without notice. Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder’s address appearing on the face of the Request For Qualifications (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

**3.23.0 GUARANTEES**  
Proposed guarantees must be submitted with the request for qualifications.

**3.26.0 FEES-** The District retains the right to negotiate reasonable costs and fees for services upon evaluation and determination of the most qualified firm.

**3.27.0 APPROPRIATION OF FUNDS**

The District's obligation under any purchase order, contract, or service agreement arising from this Qualifications request is contingent upon the availability of appropriated funds from which payment for purchase orders, contracts, or service agreements can be made. No legal liability on the part of the District nor any payment or continuation of any agreement may arise until funds are made available to the District for this purchase order, contract, or service agreement and until successful vendor receives notice of such availability.

**3.28.0 INVOICES/PAYMENTS:**

**3.28.1** New Braunfels ISD standard payment terms are net 30 days after receipt of invoice. Vendor may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Vendor’s invoices should be sent as a preferred method to the email address: [accountspayable@nbisd.org](mailto:accountspayable@nbisd.org)

**or by mail to New Braunfels ISD, 1000 N Walnut Ave, New Braunfels, TX 78130**

**3.28.2** Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the “receipt date” stamped on the invoice. If a discount is offered in the proposal, this discount will also apply to all other RFPs that the company has been previously awarded. Vendor’s invoices must contain the appropriate New Braunfels ISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line-item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Vendor for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

**3.28.3** Invoices must be provided to the District in a timely manner. Vendor is requested to invoice the District within 30 days of providing goods and/or services to the District.

**3.28.4** In the event a Vendor presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Vendor.

**3.28.5 DISPUTED PAYMENTS TO VENDORS (HB 1476)**

The District will notify vendor of any error or “dispute amount in a vendor invoice within 21 days of receipt with a detailed statement of the disputed amount.

**3.29.0 VENDOR REQUIREMENTS**

Vendor must provide an e-mail address, and accept e-mail orders from authorized buyer having an official New Braunfels ISD purchase order number; orders may be e-mailed daily or as needed.

**3.30.0 TAX EXEMPTION**

New Braunfels ISD is exempt from payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purpose of tangible personal property

**3.31.0 VENUE**

This contract shall be enforceable in Comal County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Comal County, Texas.

**3.33.0 INTERLOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS THROUGH THE CENTRAL TEXAS PURCHASING ALLIANCE**

A. *Membership.* New Braunfels ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / [txctpa.org](http://txctpa.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 ISD 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 request for bids/proposal/qualification 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.

**3.35.0 STATEMENT OF NONDISCRIMINATION**

It is the policy of New Braunfels ISD not to discriminate or engage in harassment on the basis of race, color, national origin, sex, religion, age, disability, genetic information, or any other legally protected status in its educational and vocational programs, services or activities or matters related to employment as required by Title VI and Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Age Discrimination in Employment Act; Americans with Disabilities Act, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended. This policy also prohibits retaliation against an individual who has made a good faith report of unlawful, discriminatory practices, opposed any unlawful, discriminatory practices or participated in an investigation of any complaint related to an unlawful, discriminatory practice. Inquiries regarding the New Braunfels ISD nondiscrimination policy in the following areas should be directed to:

- a. **Title IX & Title VI**: Chief Human Resources Officer, 1000 N Walnut Ave, New Braunfels, TX 78130
- b. **EEO & ADA (Employees and Public)**: Chief Human Resources Officer, 1000 N Walnut Ave., New Braunfels, TX 78130
- c. **Section 504 & ADA (Students)**: Assistant Superintendent for Student Support Services, 1000 N Walnut Ave., New Braunfels, TX 78130

**3.36.0 PREVAILING WAGE RATES** apply to Public Works Contracts and the District will determine and provide the general prevailing rate of per diem wages for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work. Do Not apply to Maintenance Contracts.

**3.39.0 COMPLIANCE WITH LAWS** The awarded firm/contractor warrants that it shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, firm shall furnish New Braunfels ISD with satisfactory proof of its compliance.

**3.40.0 CODES, PERMITS, AND LICENSES** The awarded firm/contractor shall comply with all national, state, and local standards, codes and ordinances and the terms and conditions of the services of New Braunfels ISD, as well as other authorities that may have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specifications shall be construed as waiving any rules, regulations or requirements of these authorities. The awarded firm/contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**3.41.0 SERVICES ON NEW BRAUNFELS ISD PROPERTY** If the vendor contractor will perform services on New Braunfels ISD Property, the vendor shall provide a Certificate of Insurance (with New Braunfels ISD as additional insured) prior to the start of any work and only after a purchase order has been approved by the final approving authority.

**3.42.0 INSURANCE & BOND REQUIREMENTS**

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. If performance bonds and/or payment bonds are required, New Braunfels ISD will include the performance and payment bonds requirement in the Special Terms and Conditions section or elsewhere in this packet.

Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

**Bonds Required**

Construction, installation and service contracts (including but not limited to repair, alteration and maintenance) exceeding \$25,000 require that 100% Performance and Payment Bonds be furnished by the successful proposer (contractor). All proposals must include a 5% Request for qualifications Bond.

Non Construction, non installation or supply contracts exceeding \$25,000 require that a 100% Supply Bond be furnished by the successful proposer (contractor). Bonds shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A- VIII and included on the U.S. Department of the Treasury Listing of Approved Sureties (Dept. Circular 570). The contractor shall absorb any and all costs of such Bonds.

**Insurance Required****Limit Required**

<b>Automobile Liability</b> insurance covering Any Auto	\$1,000,000 Combined Single Limit
<p><b>Commercial (Comprehensive) General Liability</b> insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed.</p> <p>If District students or employees are present, Contractor must provide proof of Sexual Misconduct insurance and certify Background Checks.</p>	<p>\$1,000,000 Occurrence and Personal Injury \$2,000,000 Aggregate \$ 500,000 Fire Damage \$ 5,000 Medical Payments</p> <p><b>Per Construction Project Aggregate</b></p>
<p><b>Professional Errors &amp; Omissions Liability</b> insurance may be required from all contractors, licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, etc.</p>	<p>One times contract amount \$1,000,000 minimum/\$10,000,000 maximum Occurrence &amp; Aggregate</p> <p>Retroactive Date: 1<sup>st</sup> Contract – effective date of policy or contract must be shown, whichever is earlier</p> <p>Renewal or consecutive contracts – effective date of policy or 1<sup>st</sup> contract must be shown, whichever is earlier</p> <p>Extended Reporting Period two years past completion of contract</p>
<p><b>Workers Compensation</b> insurance with limits to comply with the requirements of the Texas Workers' Compensation Act</p> <p>Employers Liability insurance</p>	<p>Statutory Limits</p> <p>\$1,000,000.</p>
<p><b>Umbrella or Excess Liability</b> insurance covering in excess of Automobile Liability, General Liability and Worker's Compensation.</p>	<p>One times contract amount for all contracts exceeding \$100,000, up to \$25,000,000 total limit; \$1,000,000 minimum.</p>
<p><b>All Risk Property Insurance</b> shall be required for any contract or work when property of the District is at risk or in the care, custody and control of the Contractor. Builders Risk insurance shall be required for all construction contracts requiring a bond. All Property insurance shall include coverage against the perils of Domestic &amp; International Terrorism, Flood and Earthquake. (Installation Floater may be substituted when contract involves installation only.)</p>	<p>Contract Limit or Replacement Cost Value of Scope of Work whichever is greater.</p> <p>Permission to Occupy must be granted.</p> <p>Deductible: \$1,000 or 1% of contract up to a \$50,000 maximum</p>
<p><b>Cyber &amp; Data Breach insurance</b> If contractor has access to District funds, information or data, including employee information.</p>	<p>\$1,000,000 Limit \$1,000,000 Fraudulent Instruction \$1,000,000 Extortion, Ransomware \$1,000,000 Removal of Bank Funds \$1,000,000 Personal Information Access</p>

<b>Crime Insurance:</b> If contractor has access to District funds or property: Employee Dishonesty and Theft, including protection for the District from loss of District funds or property.	\$1,000,000 Limit
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Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.

**Insurance Conditions**

All insurance coverages shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

The District shall be shown as "Additional Insured on a Primary & Non-Contributory basis" on the Property, General Liability, Automobile Liability, Umbrella (Excess) Liability, Cyber & Crime policies. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Umbrella and the Property insurance policies. Evidence must be included in Certificates of Insurance.

General Liability and Umbrella (Excess) Insurance must be maintained for two years following date of final payment to contractor. A two-year extended reporting period is required for Professional Errors and Omissions Liability. Certificates of Insurance must be provided annually.

In addition to certificates of insurance, copies of policy endorsements must be provided a) listing New Braunfels ISD as Additional Insured and b) noting Waivers of Subrogation. All written agreements are considered contracts whenever a Certificate of Insurance provides Waiver of Subrogation and Additional Insured coverages when "required by written contract".

All insurance certificates shall obligate the insurance company to notify the District of any non-renewal, cancellation or material change to any of the policies at least 30 days prior to the effective date of the non-renewal, cancellation or change.

If a policy has aggregate limits, a statement of claims against the aggregate limits is required.

Contractor shall be responsible for all deductibles; the District shall approve the deductibles selected.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed prudent by District based upon changes in statutory law, court decisions or potential increase in exposure to loss.

**The following insurance documents must be provided to New Braunfels ISD prior to the commencement of work:**

1. Certificates of Insurance
2. Copies of policy endorsements
  - a) listing New Braunfels ISD as Additional Insured
  - b) providing Waivers of Subrogation in favor of New Braunfels ISD
3. Deductible amounts listed by policy type
4. A statement of claims against aggregate limits

**Certificate Holder:**

New Braunfels Independent School  
 District c/o Purchasing Department  
 1000 N Walnut, New Braunfels,  
 TX 78130  
 E-mail: [greiland@nbisd.org](mailto:greiland@nbisd.org)

## 4.0 CERTIFICATIONS AND REPRESENTATIONS

### 4.0.1 FEDERAL CERTIFICATIONS

#### EDGAR CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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#### TO WHOM IT MAY CONCERN:

New Braunfels ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to New Braunfels ISD along with your proposal.

The following certifications and provisions are required and apply when New Braunfels ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### 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, 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 New Braunfels ISD expends federal funds, New Braunfels ISD 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 affected and the basis for settlement. (All contracts in excess of \$10,000)

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3

CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”



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

Does Vendor agree? 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 New Braunfels ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or request for qualifications 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 New Braunfels ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by New Braunfels ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

**(J) Procurement of Recovered Materials – When federal funds are expended by New Braunfels ISD, contractors and their sub-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.**

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

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## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by New Braunfels ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or 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**

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

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When New Braunfels ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

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## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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**DOMESTIC PREFERENCES FOR PROCUREMENT WITH FEDERAL FUNDS-EXPANISON OF BUY AMERICAN 200.322**  
As appropriate and to the extent consistent with law, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- 1) "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.
- 2) "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.

Vendor certifies that Vendor 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.

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

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## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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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**

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**CERTIFICATION OF BAN ON FOREIGN COMMUNICATIONS**

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**Federal grant funds may not be used to purchase equipment, services or systems that uses “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”** means

- Purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- 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).

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

**4.0.2 STATE AND LOCAL CERTIFICATIONS**

- A. CERTIFICATION OF PROHIBITION ON CONTRACTS WITH COMPANIES THAT BOYCOTT ISRAEL** I as a contractor and / or my company do not boycott Israel and will not boycott Israel during the term of the contract. (Tex. Gov't §§ 2270.001-.002, 808.001-.006, .051-.057, .101-102.)  
This prohibition does not apply to a sole source proprietorship (Tex. Gov't Code HB793)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies that boycott Israel.

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

I am a sole source proprietor \_\_\_\_\_

- B. CERTIFICATION OF PROHIBITION ON CONTRACTS WITH COMPANIES DOING BUSINESS WITH TERRORIST ORGANIZATIONS**

I and / or my company does not and will not do business with companies known to have contracts with or provide supplies or services to a foreign terrorist organization. (Tex. Gov't §§ 2252.151-.154.)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies Doing Business with Terrorist Organizations.

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

- C. CERTIFICATION REGARDING CONTRACTING INFORMATION**

*Compliance with Gov't Code 552.372, SB 943:* The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this request for qualifications or contract if it is valued at more than \$1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the request for qualifications process, contract, payments, receipts, scope of work/services, and performance.

Does vendor agree, if applicable? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- D. CERTIFICATION OF PROHIBITION ON CONTRACTS \$100,000 OR MORE WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES**

I and / or my company does not and will not during the contract term boycott energy companies. (Tex. Gov't Code SB13)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies that Boycott Energy Companies.

Does vendor agree, if applicable? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- E. CERTIFICATION OF PROHIBITION ON CONTRACTS \$100,000 OR MORE WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM OR AMMUNITION INDUSTRIES**

I and / or my company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against such an entity or association during the contract term. This prohibition does not apply to a sole source proprietorship (Tex. Gov't Code SB19).

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies that Discriminate against Firearm or Ammunition Industries.

Does vendor agree, if applicable? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

I am a sole source proprietor \_\_\_\_\_

**F. CERTIFICATE OF PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE IN THIS STATE (LONE STAR INFRASTRUCTURE ACT).**

If I and / or my company are granted direct or remote access to control critical infrastructure, except for product warranty and support purposes, then I attest that my company is not headquartered in or owned or controlled by citizens of China, Iran, North Korea, Russia, or another country that is designated by the governor as a threat to critical infrastructure or is owned or controlled by a company or other entity that is owned or controlled by citizens of or the government of any such country. (Tex. Gov't Code SB2116)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Lone Star Infrastructure Act.

Does vendor agree, if applicable? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**4.0.3 ETHICS AND DISCLOSURES**

**A. COVENANTS AGAINST GRATUITIES**

The offeror represents and certifies as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities valued at \$100.00 or more (in the form of entertainment gifts or otherwise) directly or indirectly to any director, officer, employee, or agent/consultant of the District with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

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

**B. CONFLICT OF INTEREST QUESTIONNAIRE CERTIFICATION** The Conflict of Interest Questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information see <https://www.ethics.state.tx.us/forms/CIS.pdf>

Vendor certifies to file a questionnaire with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.

**Who must file and types of Conflicts for Disclosure:**

- 1) Trustees, Superintendents and others - Substantial Interest in a Business Entity or real property
- 2) Trustees, Superintendents and others - Interest in real property to be acquired by New Braunfels ISD
- 3) Trustees, Superintendents and other local officers - Income over \$2,500 from District vendor
- 4) Trustees, Superintendents and other local officers - Gifts over \$100 from a District vendor
- 5) Trustees, superintendents and local government officers – Family Relationships
- 6) District Vendor - Gave income or gifts to a trustee, superintendent or officer, or family relationship

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

**C. EMPLOYEE OF NEW BRAUNFELS ISD**

Are any of the offeror's owners/partners/interested parties an employee of New Braunfels ISD?

Yes  No

If yes, complete the conflict-of-interest questionnaire found attached.

**4.0.4 BUSINESS STRUCTURE/OWNERSHIP**

**A. TYPE OF BUSINESS**

(a) The offeror represents as part of its offer that it operates as (Mark with an "X"):

- An individual
- A partnership
- A sole proprietorship
- A corporation
- Another entity \_\_\_\_\_.

(b) If incorporated, under the laws of the State of: \_\_\_\_\_.

**B. CONTINGENT FEE**

(a) Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark with an "X"):

- Has
  - Has not
- ...employed or retained any company or persons to solicit or obtain the contract, and

- Has
  - Has not
- ...paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) The offeror agrees to provide information relating to (a) above, as requested by the Assistant Superintendent of Finance and, when any item in subparagraph (a) is answered affirmatively, to promptly submit to the Assistant Superintendent of Finance a completed "Statement of Contingent or Other Fees."

**G. PARENT COMPANY INFORMATION**

(a) The offeror represents as part of its offer that it (Mark with an "X"):

- Is
- Is not

Owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means a parent company must own more than 50 percent of the voting rights in that company.

- (b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's identification Number here: \_\_\_\_\_
- (c) If the offeror is owned or controlled by a parent company, it shall enter in the space below the name and main office address of the parent company and the parent company's Employer Identification Number.

(d)

Name of Parent Company:
Main Office Address:
Telephone Number:
e-Mail Address:
Parent Company's Employer's Number:
Name of Offering Company:

(e) List other company names/ DBA's that are owned, operated and invoiced by your organization.

Name	Address	Phone Number

**4.0.5 HUB CERTIFICATION**

New Braunfels ISD is committed to diversity and equal opportunity in the procurement of goods and services. In order to ensure this commitment, the district encourages small minority and women business enterprises to certify as a (Historically Underutilized Business) through certifying agencies such as the State of Texas HUB program, City of New Braunfels SBE certification, City of Austin SBE certification, Metropolitan Transit Authority of Harris County (METRO) SBE certification, and Texas Department of Transportation SBE certification.

Please indicate if your company is a certified registered HUB (Historically Underutilized Business). (Attach copy of HUB certificate if applicable)

Company Name	Certified HUB		VID Number/ Certification ID	Certifying Agency
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		



**4.0.6 CERTIFICATE OF RESIDENCY**

If you or your company owns real or personal property within New Braunfels ISD boundaries, please provide the address(es) and CCAD tax account number(s). If none, please indicate under item B.

**A. Address CCAD Tax Account Number (13 digits)**

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

List additional account numbers on a separate page. Additional accounts are listed  Yes  No

**B. There is no real or personal property located in New Braunfels ISD boundaries to report**

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

**4.0.7 RESIDENT CERTIFICATION**

The 1985 Texas Legislature passed HB 620 relating to request for qualifications by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

- (1) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- (2) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's request for qualifications is lower than the lowest request for qualifications submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to under request for qualifications a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

My company is a Resident bidder of Texas as defined in HB 620.

Does vendor agree and certify? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

.....

My company is a Nonresident bidder of Texas as defined in HB 620 OR GOV 2252.001

Principal Place of business is: \_\_\_\_\_  
(City and State)

Does vendor agree and certify? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**4.0.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (b) Each person signing this offer certifies that:

[ ] He is the person in the offeror’s organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) above.

[ ] He is not the person in the offeror’s organization responsible for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, not attempt has been made to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition and will not participate, in any action contrary to (a) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a) above.

**4.0.9 CERTIFICATION OF NON-COLLUSION**

The undersigned certifies that he or she is duly authorized to execute this contract on behalf of offeror and that the undersigned and the company, corporation, firm, partnership, individual, or other entity for whom the undersigned provides this certification has not prepared its proposal, offer, or proposal in collusion with any other proposer, offeror, competitor, any other entity engaged in the business being transacted, or any District employee or representative. The offeror certifies that the contents of the offer or proposal submitted as to prices, terms or conditions of said proposal have not been communicated by the offeror, its employee, or agent to any other person engaged in the type of business being transacted prior to the official opening of this proposal.

**4.0.10 COMMUNICATIONS CERTIFICATION**

- (a) All oral and written communications with the District regarding this solicitation shall be exclusively with, or on subjects and with persons approved by, the person identified by New Braunfels ISD. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information, or otherwise create the appearance of impropriety or unfair competition, and thereby compromise the integrity of the District’s procurement system.
- (b) By submission of this offer, the offeror certifies that it has not, and will not, prior to contract award, communicate orally or in writing with any District employee or other representative (Including Board of Education members, District contractors or District consultants) other than the individual or person(s) and subjects approved by the individual, named by New Braunfels ISD, except as described below: (CHECK “NONE” IF OFFEROR HAS NOT HAD ANY PROHIBITED COMMUNICATIONS.

None

Does vendor agree and certify? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (c) Describe communications in the table below if offeror has had any communications with New Braunfels ISD employee or New Braunfels ISD representative.)

Name of Offeror	Name of New Braunfels ISD Individual	Communication Subject and Date

#### 4.0.11 FELONY CONVICTION NOTICE FORM

(Section 44.034, Subsection (a), of the *Texas Education Code*, the undersigned offeror certifies that the person or owner or operator, including employees or agents of the business entity named in this proposal or contract, have not been convicted of a felony, unless a completed "Felony Conviction Notice Form" is attached as an Exhibit to the Offer.

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".

The offeror agrees to comply with all applicable state laws and Board policies regarding criminal background checks. Before entering into a contract with the District, Proposer must give notice if the Proposer or any personnel has been convicted of a felony, as defined by Texas law, from District property where students are regularly present.

Employee or agent includes as example, but not by way of limitation, persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) including all persons or entities performing all or part of the services the Proposer has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, owner-operators, employees of any such entity that furnishes persons to provide services on the project.

Services include, without limitation, providing the hauling, or delivering of equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. The District shall have the sole discretion to determine what constitutes a "location where students are regularly present." Proposer's violation of this section shall constitute a default under the General Terms and Conditions of the contract.

#### **This Notice is not required of a Publicly-Held Corporation.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.
Authorized Company Official's Name (Printed):
A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable. Signature of Company Official: _____
B. My firm is not owned or operated by anyone who has been convicted a felony. Signature of Company Official: _____
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (attach additional sheet if necessary) Name of Felon(s): _____ Details of Conviction(s): _____ Signature of Company Official: _____

#### 4.0.12 CRIMINAL BACKGROUND AND FINGERPRINT REQUIREMENT OF CONTRACTORS

State law contains numerous security requirements that school districts and those who do business with the school district must follow.

Section 22.0834 of Texas Education Code requires the following: any person who does not hold a Chapter 21 TEA certification that is offered employment after January 1, 2008, by an entity contracting with a school district, and who will (1) perform continuing duties related to the contract, and **(2) has or will have direct contact with students**, must submit to a national criminal history record review, including fingerprinting, prior to starting work.

This means that any contractor / vendor engaged after January 1, 2008, providing continuing services to the District and who may be performing such work at a campus or other New Braunfels ISD facility where students are present as part of a normal school day, will be subject to a fingerprint check prior to the start of work. For companies, this means that any new employee hired after January 1, 2008, by the company to perform work for the District under the above referenced criteria, is subject to this law.

The law further provides that vendors are responsible for obtaining the fingerprinting as well as the cost associated with the process. An overview of the New Braunfels ISD process is outlined below:

1. Vendors must **first** have secured an approved contract with a New Braunfels ISD school or department; (Note: DPS fingerprinting may not be obtained in advance of a New Braunfels ISD contract.)
2. An approved New Braunfels ISD contract must be presented to a local L-1 DPS/FBI agency in order to begin the fingerprint process, (830)643-5728; and to obtain the required completion receipt.
  - a. If the company consists of 1 or 2 individuals, the New Braunfels ISD Human Resources Department (Sue Villemaire 830-643-5728) will provide the persons(s) with a LEE Pass in order to schedule a fingerprinting appointment.
  - b. If the company consists of more than 2 individuals requiring criminal history review, an approved New Braunfels ISD contract must be presented directly to a local L-1 DPS/FBI agency.
3. Upon FBI/DPS clearance/passing, the cleared individual's name and information must then be submitted to New Braunfels ISD attention to Sue Villemaire.
4. Questions regarding this process must be directed to New Braunfels ISD, Human Resources 830-643-5728.

**4.0.13 SIGNATURE BLOCK FOR ALL REPRESENTATIONS & CERTIFICATIONS**

**PROFESSIONAL ARCHITECTURAL SERVICES  
RFQ# 24-01**

These Representations and Certifications are material representations of fact upon which reliance will be placed at the time of the awarding of a contract. If it is later determined that the offeror knowingly rendered an erroneous Representation or Certification, in addition to any other remedies the District may have, the District may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the District in the future. In addition, a false entry could be a violation of the *Texas Penal Code*, Paragraph 37.10. **Offeror signs under the pains and penalties of perjury.**

Name of Offering Company:
Name of Offeror:
Main Office Address:
Telephone Number:
Fax Number:
e-Mail Address:
Sales Representative Assigned to New Braunfels ISD:
Position with company:
Web Address:
Signature:

## 5.0 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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 that (1) require an action or vote by the New Braunfels ISD Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov't Code Chapter 305. If applicable, the business entity must submit 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 Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

New Braunfels ISD must file a copy of the all-disclosure forms with the Texas Ethics Commission not later than 30 days after receiving the form. The bill applies only to a contract entered into on or after January 1, 2016.

### Definitions:

(a) 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.

(b) Interested party means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

### **Form 1295 Disclosure of Interested Parties:**

Before a contract can be amended, extended, or renewed with New Braunfels ISD, laws adopted by the Texas Ethics Commission require you to make known all interested parties.

- 1) As required by law, please complete the Texas Ethics Commission, "Form 1295 - Certificate of Interested Parties" *electronically* on the Texas Ethics Commission website:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - a. Click the "*LOG IN*" button
  - b. Click on the words "Click here if you don't have a user ID" to establish a *Business Entity* account
- 2) After your account is confirmed and verified by Texas Ethics Commission
  - a. Log in to your account, click "Manage My 1295 Forms" to start a certificate
  - b. If applicable in the "Contract ID Number" field, reference the New Braunfels ISD Contract/Request for qualifications ID number or Project ID number and a contract/request for qualifications description.
  - c. Add all interested parties for **your** business entity.
- 3) Print the Form 1295 and review the form for accuracy (The form should include a filing certification number and date)
- 4) Include the Form 1295 with your request for qualifications/RFP submission

# SAMPLE

## 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.

**Type your name or company name here**

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

**Type "Aldine Independent School District" here**

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.

**Type the Bid/RFP contract number and name here - Example:  
RFP# PURCH 1415-11 Professional and Consulting Services**

4 Name of Interested Party <b>See Definitions</b>	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>If you are an individual, type your name here. If you are a company type in the owners, presidents, or vice presidents of the company.</b>			
<b>Aldine ISD employees should NOT be listed as interested parties unless they fit the criteria of being an owner, president, etc.</b>			

**Do not use this form. Sample Only.**

5 Check only if there is NO Interested Party.

**If no interested party exist, check here.**

6 UNSWORN DECLARATION

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

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

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

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

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

**ADD ADDITIONAL PAGES AS NECESSARY**



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

**6.0 PROPOSAL FORM**

**PROFESSIONAL ARCHITECTURAL SERVICES  
RFQ# 24-01**

**Follow the Submittal Requirements outlined in the Special Terms and Conditions**



**8.0 REFERENCES**  
**PROFESSIONAL ARCHITECTURAL SERVICES**  
**RFQ# 24-01**

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

The following information must be provided and returned for consideration in the awarding of this proposal.

**Please list three references with whom you have contracted previously for the same type of services or products asked for in this proposal:**

1. Organization/Vendor Name \_\_\_\_\_

Contact person \_\_\_\_\_ Phone# w/area code \_\_\_\_\_

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

2. Organization/Vendor Name \_\_\_\_\_

Contact person \_\_\_\_\_ Phone# w/area code \_\_\_\_\_

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

3. Organization/Vendor Name \_\_\_\_\_

Contact person \_\_\_\_\_ Phone# w/area code \_\_\_\_\_

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

**Attach 3 Reference Letters in Submittal**

**9.0 AGREEMENT TERMS**

**PROFESSIONAL ARCHITECTURAL SERVICES  
RFQ# 24-01**

I agree to the terms and conditions written within this proposal.

I also agree that any deviation from the guidelines, requirements and specifications, were submitted on the Deviations Form. Once the contract has been signed by both parties, no deviation will be considered without approval. New Braunfels reserves the right to accept or deny any deviation.

_____ Company Name	_____ Date
_____ Representative Name, Title (Printed)	_____ Phone
_____ Representative Signature	_____ Email Address

A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE DISTRICT MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE *TEXAS PENAL CODE*.

**10.0 NOTICE OF NO SUBMISSION**

**PROFESSIONAL ARCHITECTURAL SERVICES  
RFQ# 24-01**

New Braunfels ISD would like know why you are not submitting a request for qualifications/proposal. Your response will be considered to determine if future changes are necessary.

Indicate reason(s) for no submission:

1. \_\_\_\_\_ We do not offer the requested product(s)/service
2. \_\_\_\_\_ Quantities offered or scope of job is too small to be supplied by my company.
3. \_\_\_\_\_ Quantities offered or scope of job is too large to be supplied by my company.
4. \_\_\_\_\_ Specifications are "too tight" or appear to be written around a proprietary product.  
(Please explain) \_\_\_\_\_
5. \_\_\_\_\_ Cannot propose against manufacturer on this item.
6. \_\_\_\_\_ Cannot propose against jobber on this item.
7. \_\_\_\_\_ Time frame for submitting a proposal was too short.
8. Other: \_\_\_\_\_

**IF YOU DO NOT SUBMIT A PROPOSAL** and wish to remain on the New Braunfels ISD proposal list for this item, please indicate:

- \_\_\_\_\_ I wish to remain on the proposal list  
\_\_\_\_\_ I do not wish to remain on the proposal list

_____	Printed Name	_____	Title
_____	Vendor Signature	_____	Date
_____	Company Name	_____	Telephone
_____	Address	_____	Fax
_____	City, State, Zip	_____	Email Address

**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.

- \_\_\_\_\_ Short Submittal Form
- \_\_\_\_\_ 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**

**SHORT FORM SUBMITTAL SHEET**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

**Please describe your firm's scope: (use additional sheet if needed)**

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

Indicate below the discount percentage that you are offering New Braunfels ISD (from shelf price, catalog price, published price list or website): \_\_\_\_\_

**Discount Offer**

If the discount above is from catalog/publication/website, list the name of the catalog/publication/website:

\_\_\_\_\_

Please indicate any exceptions to your discount:

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

Is this bid valid for all of your store locations? \_\_\_ Yes \_\_\_ No \_\_\_ Does not apply

**Return policy** – please define: \_\_\_\_\_

\_\_\_\_\_

**Warranty policy** – please define: \_\_\_\_\_

\_\_\_\_\_

Vendor will accept District Purchase Orders? \_\_\_ Yes \_\_\_ No

Vendor will accept District check for the amount? \_\_\_ Yes \_\_\_ No

**Notes/Comments:** \_\_\_\_\_

\_\_\_\_\_

**By signing below, you agree to participate in this bid with the New Braunfels ISD and you attest to the terms, representations and certifications listed in this bid:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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 - L

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

## Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	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.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

### General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**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

**EXHIBIT A**

**Draft B101-2017 as amended, Standard Form of Agreement Between Owner and Architect  
Draft A201-2017 as amended, General Conditions of the Contract for Construction**

**EXHIBIT B**

**Long Creek Stadium and Surround Property**