BARBERS HILL INDEPENDENT SCHOOL DISTRICT

9600 Eagle Drive, Mont Belvieu, TX 77523, www.BHISD.net

INVITATION TO ACCEPT REQUESTS FOR PROPOSALS
REQUEST FOR PROPOSALS

Date: April 1, 2024
Re: NOTICE of RFP #24-002 Student Accident, Catastrophic & UIL Insurance Coverage

Proposals will be received by mail, delivery, or through email.

Barbers Hill Independent School District
Attn: Amy Presley BHISD Purchasing Coordinator
9600 Eagle Drive
Mont Belvieu, TX 77523

Amy.presley@bhisd.net

RFP name: Student Accident, Catastrophic & UIL Insurance Coverage
RFP#: 24-002
RFP deadline: 5/23/24; 2:00pm

Submissions must be plainly marked with the **RFP name, number, and deadline.**

Proposals will be accepted on or before:

2:00 p.m., Thursday May 23, 2024

Proposals will be publicly opened and read immediately following the deadline. NOTE: Only the vendor names will be read aloud.

Barbers Hill Independent School District reserves the right to reject any or all proposals and to accept any proposal(s) determined to be most advantageous to the District and to waive any informality. Any proposal received later than the specified time, whether delivered in person, by mail or submitted electronically, shall be disqualified and returned to the vendor unopened.

If awarded, the term of this agreement will be: **August 1, 2024 - July 31, 2025**. With the option to renew annually for up to an additional four (4) years.

BHISD RFP #24-002
Student Accident, Catastrophic & UIL Insurance Coverage

SCOPE

Effective Date and Policy Term for Blanket & Catastrophic Insurance

Effective Date	-	August 1, 2024
Policy Term	-	One (1) Year
Option	-	Multi-Year Renewal Agreement

Student Coverage Voluntary:

BARBERS HILL I.S.D. DOES NOT PROCESS APPLICATIONS OR COLLECT PREMIUMS

24-Hour - Up to $25,000, $0 deductible, for injuries sustained during the year. The coverage will be a PRIMARY POLICY. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group.

At School - Up to $25,000, $0 deductible for injuries that occur at school or school sponsored activities and to and from school, including all sports, except varsity football. Plan will also be primary. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group.

Voluntary Football Coverage Varsity - Up to $25,000 for injuries sustained while practicing or participating in interscholastic varsity football. Benefit coverage will match requirements as outlined in the at-school plan. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group.

Voluntary Extended Dental - Pays Usual and Customary to $25,000 for injuries to sound teeth. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group.

Catastrophic – Barbers Hill Independent School District will purchase blanket catastrophic accident insurance for those students participating in all UIL sports and activities. There will be a $25,000 deductible with indemnity amount of no less than $10,000,000. Deductible period will be two (2) years and a ten (10) year minimum benefit period.

Catastrophic Cash Benefit – Barbers Hill Independent School District will purchase a catastrophic cash benefit to provide a cash benefit to the family of a severely injured student athlete (coma, paralysis, etc.) There will be a maximum benefit of $500,000 with a lump sum payment of $100,000 after six (6) months. The benefit amount will be $40,000 a year for a maximum benefit for ten (10) years. A maximum accidental death benefit amount of $10,000 will be provided in the event of the death of a student athlete. A maximum amount of $20,000 benefit will be provided in the event of accidental dismemberment.

Blanket Coverage-Interscholastic Sports and Activities Coverage - A $25,000 maximum policy with $100 deductible for injuries sustained while practicing or participating in any UIL event. The

blanket policy will cover all UIL Athletics Academics, Music and Spirit activities in grades K-12, Drill team and Competitive Dance, Cheerleading, vocational classes, FFA, ROTC, summer sports camps sponsored and conducted by the district, field trips and participation in club teams with district recognized affiliation to the schools (lacrosse, water polo, powerlifting, rugby, field hockey), and field trips. The policy will be excess and have an effective date of August 1, 2019 and expires July 31, 2020. Benefits must be accepted on full assignment through a PPO or special network group.

Special Olympics – SBISD requests insurance coverage for Special Olympics events. All Benefits shall be taken on either full assignment or fully covered under PPO or Special Network group.

Usual and Customary Policy for Blanket Coverage-Interscholastic Sports and Activities Coverage- Barbers Hill Independent School District requests pricing for a Usual and Customary Policy for Blanket Coverage for Interscholastic Sports and Activities Coverage.

Treatment of a Covered Person - Treatment must be initiated by a licensed physician within 90 days of the date of injury. Ambulance expenses must be for the first trip to a hospital not to the nearest hospital.

General Information

Barbers Hill Independent School District Demographics.

1 High Schools: enrollment approximately 2,263 PROJECTED FOR 2024-25
2 Middle Schools: enrollment approximately 1,203 PROJECTED FOR 2024-25

Total projected enrollment for 2024-24 is 8,188.

Years of Coverage	Carrier	Premium Base Plan	Loss Ratio	Claimed/Pending Amount
2019-2020	Texas Kids First	$47,800	41%	$19,387
2020-2021	Texas Kids First	$57,360	36%	$20,862
2021-2022	Texas Kids First	$57,360	44%	$25,290
2022-2023	The Brokerage Store	$46,850	131%	$61,352
2023-2024	The Brokerage Store	$46,850	69%	$32,190.00

Years of Coverage	Carrier	Premium Catastrophic Plan (Cat only & Cat Benefit)
2019-2020	Legend Insurance Agency	$1.560.00
2020-2021	Legend Insurance Agency	$2,375.00
2021-2022	Legend Insurance Agency	$2,375.00
2022-2023	The Brokerage Store	$2,019.00
2023-2024	The Brokerage Store	$2,019.00

GENERAL QUALIFICATIONS AND SPECIFICATIONS

1. The length of this contract shall be for a period of one (1) year from date of award, with an option for four (4) one (1) year renewals. The renewal shall be subject to the availability of funding, product quality, vendor performance evaluated by the District and the agreement of both parties to the renewal. Minimum discounts will remain firm throughout the term of the contract.

2. Invoices shall be sent to the below (email is preferred):

   Barbers Hill Independent School District
   Accounts Payable Department
   PO Box 1108
   Mont Belvieu,TX 77523
   accountspayable@BHISD.net

3. All proposals must be submitted with the following forms completed:

   - Proposal Form & Evaluation Criteria
   - Deviation Form
   - Notice to Vendors
   - References
   - W-9
   - Felony Conviction Notification Form
   - SB9
   - CIQ
   - Certification Regarding Terrorist Organizations
   - Certification Regarding Debarment
   - 1295
   - ACH
   - Vendor EDGAR Certifications
   - Proposal Certification
   - Coverage Plan
   - References

○ OPTIONAL: Additional information as desired by vendor to demonstrate product quality or service capabilities.

4. Proposals will be evaluated based on the following criteria:
   Bids and proposals are evaluated on a scale of 0 to 10, using the criteria specified in Subchapter B, Section 44.031 (b), Texas Education Code and the following criteria:

   - List of Providers and Facilities Sample Copy of Plan Policy
   - Voluntary and Blanket Plans
   - Plan Benefits on Full Assignment
   - PPO Network or Other Provider Assignment
   - PPO or Special Network Functions
   - Outside of the PPO or Network
   - Proposal with Price
   - Define U&C
   - Percentage of U&C Blanket Plan Reimburse
   - Online Submission of Claims & Access to Claims History
   - Cover on the Exact Participants/Groups as the Expiring Policy
   - Procedures to Assist Students/Parents in Claims Disputes
   - Have you been a vendor for the district? YES or NO

5. The Deviation form is an integral and required part of the official proposal submitted. THE DEVIATION FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL EVEN BY THOSE NOT PLANNING DEVIATIONS. In the event that the vendor intends to deviate from the specifications by utilizing any materials or processes different from those listed, all such deviations are to be listed.

6. Payment Terms - Payment will be made upon receipt and acceptance by Barbers Hill ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from the receipt of this payment.

7. The District will consider earlier payment terms if such terms are advantageous to Barbers Hill ISD.

8. Questions concerning this contract should be addressed to:

   Amy Presley, Purchasing Coordinator
   281-576-2221 ex. 1268
   Amy.presley@bhisd.net

- **END Specifications** –

AWARDS

Awards will be made to the successful vendor for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. BHISD shall comply with the Texas Public Information Act in the event BHISD receives an open records request for information relating to responses submitted in response to this RFP.

COMPETITIVE RANGE

It may be necessary for BHISD to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

ESTIMATED QUANTITIES

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

INSPECTION & ACCEPTANCE

Awarded vendor(s) shall deliver the goods or services procured on this contract to the BHISD Department issuing a Purchase Order. If delivery is not or cannot be made within proper time frame, the awarded vendor must receive authorization from the issuing BHISD Department for the delayed delivery. If defective or incorrect goods are delivered, BHISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to BHISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

FORMATION OF CONTRACT

A response to this solicitation is an offer to contract with BHISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted by BHISD after approval by the BHISD Board of Trustees.

NON-EXCLUSIVE CONTRACT

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

PRICING

BHISD requires that the pricing submitted to be set for duration of the contract. BHISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

ADDITIONAL NOTICES/REQUIREMENTS:

Proposer shall provide as a part of their Proposal at least three (3) school districts or business references where like services/supplies have been supplied by Proposer.

Any District Board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter.

By submitting a Proposal, each Proposer agrees to waive any claim it has or may have against the District, including its respective trustees, agents and employees arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of a contract.

Pursuant to Texas Government Code, Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153.

Pursuant to Section 2270.002 of the Texas Government Code, the District is, or may be, prohibited from entering into a contract with a company for goods or services if that company boycotts Israel or boycotts Israel at any time during the term of the contract. By submitting a Proposal, the Proposer certifies to the District that it is not a listed company under Texas Government Code Sections 806.051, 807.051, or 2252.153 and that, as applicable, does not boycott Israel, and will not during the term of this contract, and the Offeror thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal shall be null and void should facts arise leading the District to determine that the Proposer was a listed company at the time of this procurement or boycotts Israel.

Pursuant to Texas Government Code, Chapter 809 (effective September 1, 2021), the District is, or may be, prohibited from entering into a contract with a company for goods and services if that company boycotts energy companies or will boycott energy companies at any point during the term of the contract. By submitting a Proposal, the Proposer certifies that it does not boycott energy companies and will not do so during the term of this contract, and Proposer thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal shall be null and void should facts arise leading the District to believe that the Proposer boycotted energy companies at the time of this procurement.

Pursuant to Texas Government Code, Chapter 2274 (effective Sept. 1, 2021), the District is or may be prohibited from entering into a contract with a company for goods are services if that company discriminates against a firearm entity or a firearm trade association. By submitting a Proposal, the Proposer certifies that it does not discriminate against a firearm entity or a firearm trade association and will not during the term of this contract, and Offeror thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal shall be null and void should facts arise leading the District to determine that the Proposer discriminated against a firearm entity or a firearm trade association at the time of this procurement.

If the Proposer is awarded the Contract, the Proposer will, before any duties are performed on District's property where students are regularly present, and at least annually thereafter, obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier and/or subcontractor if the person has or will have continuing duties related to the services to be provided, and the duties are or will be performed on District's property or at another location where students are regularly present. The criminal history records shall be obtained from the clearinghouse provided by § 411.0845 of the Texas Government Code. The Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee, agent or other person who was convicted or placed on deferred adjudication community supervision for an offense for which the person is required to register as a sex offender, or who has been convicted of a felony under Title V of the Texas Penal Code if the victim of the offense was under eighteen (18) years of age at the time the offense was committed or of an equivalent offense under federal law, Texas state law, or the laws of another state.

It shall be the responsibility of the Proposer and the entities with which the Proposer contracts to ensure compliance with this provision, including, but not limited to, required certification from subcontractors, if applicable. The Proposer shall certify to the District compliance with this provision and that none of Proposer's employees have a disqualifying criminal history. Proposer agrees that if it receives information that a covered employee is arrested for or convicted of any of the disqualifying criminal history offenses during the performance of this contract, the Proposer will immediately remove the covered employee from Owner's property or other locations where students are regularly present and promptly notify the District of this removal within one (1) days of doing so. Proposer understands that any failure to comply with the requirements of this section may be grounds for termination of the contract.

GENERAL TERMS AND CONDITIONS:

1. CONTRACT AND TERM. In submitting a proposal, Proposer understands and agrees to the bound by all Specifications, Terms and Conditions, and other provisions and requirements set forth in this Request for Proposal, all of which shall be incorporated into any future contracts, agreements or purchase relating to a proposal from the successful Proposer (sometimes hereinafter "Vendor") to BHISD.

2. SPECIFICATIONS. Specifications as shown in this RFP are minimum requirements. The District may define an article by describing a proprietary product or by using a name of a manufacturer which the District knows meets minimum standards. If not shown on the specifications, "or equal" submittals are acceptable. Samples may be required of alternate products. The District shall have sole discretion in determining suitability of alternate bid items.

3. PRICING. The District shall have the right to purchase items shown on this bid for lower cost if made available through a sale or "special offer" made to the general purchasing community. Pricing shall be firm for purchases during the contract period but in no case less than ninety (90) days from acceptance of bid.

4. ADDITIONAL WARRANTIES. All equipment provided under this Contract is warranted as fit for the purpose for which it was intended. All services performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Proposal.

5. CANCELLATION. District shall have the right to cancel for default all or any part of the undelivered portion of this order if Vendor breaches any of the terms hereof including warranties of Vendor or if the Vendor becomes insolvent or commitsacts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

6. NON-PERFORMANCE. Whenever, in the opinion of the District, the equipment or services are neglected by the Vendor, the District may request to have the Vendor bring additional labor, materials, and supplies into the work. If the Contractor fails to correct the unsatisfactory condition(s) within five (5) working days, the Vendor shall be advised of so in writing. The District shall have no obligation to give the Vendor more than two (2) notices of unsatisfactory performanceduring the contract period; and, should the Vendor again fail to perform the services pursuant to the contract, the District may declare the contract in default, terminate the contract, and contract with another. The right to declare the contract in default in no way limits District's right to terminate the contract for convenience or cause.

7. INVOICES AND PAYMENTS.

a. The successful Proposer (Vendor) shall submit itemized invoices that reflect the Contract Number and the Purchase Order Number as provided by the District Business Office.

b. Federal and state taxes should not be included. Tax exemption certificates will be provided upon request.

c. Payment shall not be due until the above instruments are submitted after delivery and acceptance or services rendered. Mail invoices to Accounts Payable, PO Box 1108 Mont Belvieu, TX 77580.

d. Payments will be made to vendor via ACH. Form to be completed with submission of RFP.

e. Vendor shall keep the Accounts Payable Department advised of any changes in its

remittance addresses.

8. GUARANTEE/WARRANTY AGAINST DEFECTIVE EQUIPMENT. All equipment provided to District shall be guaranteed against defects for a minimum of 1 year from delivery date and shall carry standard manufacturer warranty. Replacements under guarantee/warranty shall be at no cost to the District. The minimum guarantee for supplies and equipment is 90 days or the standard commercial warranty, whichever is greater.

9. RIGHT TO ASSURANCE. Whenever one party of this contract in good faith has reason to question the other party's intent to perform, the party may demand that the other party give written assurance of its business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

10. REMEDIES FOR NON-PERFORMANCE/CONFORMANCE. If at any time the Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, BHISD reserves the right to: purchase on the open market and charge the Vendor the difference between contract and actual purchase price (cover), or deduct such charges from existing invoice totals due at the time, or cancel the contract within thirty (30) days written notification of intent.

11. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating an employer-employee relationship between the District and Vendor or between the District and Vendor's employees. The District shall not be subject to any obligations or liabilities of the Vendor or its employees incurred in the performance of the contract unless otherwise herein specifically authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for District employees nor be covered by the District's Worker's Compensation Program.

12. GRATUITIES. The District may, by written notice to the Vendor, cancel this contract without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of BHISD with a view toward securing this or any contract or favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event the District pursuant to this provision cancels this contract, the District shall be entitled to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

13. TERMINATION. Whenever BHISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting contract award for the District's convenience. Such termination shall be effective thirty (30) days after the District delivers written notice of such termination for convenience to the Proposer/Vendor. Upon receipt of such notice from the District, Proposer/Vendor shall not thereafter incur, and BHISD shall have no liability for, any costs under this Proposalthat are not necessary for actual performance of the Proposal between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, BHISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

13. NON-APPROPRIATION OF FUNDS. The BHISD may terminate any resulting award for this proposal with thirty (30) calendar days notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided. **Multi-term agreements are subject to review, ratification, or renewal by the Board of Trustees at the end of each term.**

14. DEFAULT AND REMEDIES. The Vendor shall be considered in default of this proposal, and such default shall be grounds for the District to terminate any resulting award for this proposal and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under its proposal and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of the proposal under this paragraph be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be

considered a termination for convenience.

15. FORCE MAJEURE. If for any reason by force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligation under this contract, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon; and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty (30) days after the event or cause relied upon, then upon written notice after the thirty days the District reserves the right to cancel this contract without any further liability.

16. INDEMNIFICATION. Vendor shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all loss, cost, damage, expense, and claims, including attorney's fees and liability of any kind for any acts or omission of Vendor, its officers, agents, or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage, expense, or cost.

17. ADVERTISING. Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

18. ASSIGNMENT - DELEGATION. No right or interest in this contract shall be assigned or delegated by the Proposer/Vendor without the written permission of the District. Any attempted assignment or delegation by the Proposer/Vendor shall be wholly void and ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER. A waiver or renunciation of the claim or right can discharge no claim or right arising out of a breach of this contract in whole or in part unless the waiver of renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. MODIFICATION. This contract may be modified only by a written agreement signed by both parties or their duly authorized agents.

21. INTERPRETATION. This contract is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. APPLICABLE LAW. The laws of the State of Texas shall govern this contract.

23. VENUE. Both parties agree that venue for any litigation arising from this contract shall lie in Chambers County, Texas.

24. DISPUTE RESOLUTION. The District and Vendor shall, as a condition precedent to filing any lawsuit arising from performance of this Agreement, endeavor to resolve all claims, disputes, and other matters in question between them by mediation.

a. Request for mediation shall be in writing, and shall request that the mediation commence not less than30 or more than 90 days following the date of the request, except upon agreement of both parties.

b. In the event the District and the Vendor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

c. At all times during the course of any dispute resolution process, the Vendor shall continue diligently and without delay to perform the services and obligations of the Agreement, unless otherwise requested by District.

25. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS. The District requires compliance with executive order 11246, entitled Equal Employment Opportunity as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

26. CONFIDENTIAL/PROPRIETARY INFORMATION TO BE MARKED. Any portion of the proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

27. RETENTION OF AND ACCESS TO RECORDS. Vendor shall retain any books, documents, papers, and records that are directly pertinent to the contract. Vendor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee, or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of the contract.

28. INSURANCE: Awarded vendor represents and agrees that it shall provide and maintain certain insurance requirements as required by BHISD, including but not limited to, professional liability, general liability, automobile liability, and worker’s compensation insurance in amounts that are satisfactory to BHISD. Upon contract award, awarded Vendor(s) shall provide to Barbers Hill ISD original certificates of insurance indicating proof of any such required insurance. All such policies of insurance shall contain a provision that they shall not be cancelled or altered, nor the amount of coverage reduced, until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Certificates of Insurance and/or notices regarding a cancellation, alteration, or reduction in limits shall be submitted to the District, as follows:

Barbers Hill ISD
Attn: Finance Department
PO Box 1108
Mont Belvieu, Texas 77580

29. DELIVERY. Delivery, handling, freight, installation, setting in place, removal of all associated debris

from the school and other charges are to be included in the per-unit bid pricing. Inside delivery must be assumed unless otherwise stated in the Proposal Form. The District has no personnel or loading docks at campus locations. Shipper must adequately provide for inside delivery. If items are damaged in shipping, the vendor must replace all items within 5 days unless special circumstances require additional time. The vendor shall handle all damage claims. The District assumes no liability for goods delivered in a damaged condition.

30. RETURNS. The successful Proposer at no cost to the District shall exchange damaged or incorrectly shipped goods. Exchanges are to be handled as quickly as possible. Items not picked up within one (1) week after proper notification will become a donation to the District for disposition. The successful Proposer guarantees that the District may return any and/or all new and unused items purchased within ten (10) days after delivery for full credit.

31. SHIPMENT. Orders shall be shipped or delivered in containers suitable for damage-free shipment and storage to the location indicated on the District purchase order. All shipments must be accompanied by a packing slip or documents showing: Vendor name and address, Delivery Address, Purchase Order Number, and Itemized List of Contents.

32. ORDERS. The District shall issue purchase orders for requisitions on an “as needed” basis. If possible, the District may choose to send orders to successful bidders via facsimile transmission. Orders must be separately packaged by order number for delivery. Substitutions may be made only with permission of the requisitioning office or department. The District cannot/will not be responsible for orders delivered without a valid purchase order.

33. FELONY CONVICTION NOTICE. Must be signed in connection with work under any contract and made a part of any contract offer. Misrepresentation of conviction will result in contract termination.

34. DISCLOSURE OF INTERESTED PARTIES. A successful Proposer shall provide a notarized Form 1295 before any award of contract by the BHISD Board of Trustees.

35. TITLE/RISK OF LOSS. The title and risk of loss of the goods shall not pass to District until District actually receives and takes possession of the goods at the point or points of delivery.

36. SAFETY WARRANTY. Proposer warrants that the product sold to District shall conform to the standards promulgated by the Department of Labor under the Occupational Safety and Health Act (OSHA) 1970. In the event the product does not conform to OSHA standards, District may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within 10 days, correction made by the District will be at Proposer's expense.

U.I.L Coverage Plan

*If benefit is not included in the plan: Write **"Not Included".**

Medical Benefits

A. IN-PATIENTS BENEFITS	**LIMITS/DEDUCTIBLES/ETC**
1. Hospital Room and Board	
2. Intensive Care (in lieu of Hospital Room & Board)	
3. Hospital Miscellaneous Services (All Charges except Room & Board)	
4. Physician's Non-Surgical Visits (other than Physical Therapy)	
5. Physical Therapy Treatment (includes whirlpool, diathermy, EMS, massage, manipulation or adjustments in any form, and/or office visits connected therewith)	
6. X-ray and Radiology Services	
7. Registered Nurse	

B. OUT-PATIENT SURGERY BENEFITS	**LIMITS/DEDUCTIBLES/ETC**
1. Day Surgery (Facility Charge) Room supplies and all other expenses for out-patient surgery	

C. OTHER OUT-PATIENT BENEFITS	**LIMITS/DEDUCTIBLES/ETC**
1. Hospital Emergency Room Charges	
2. X-ray and Radiology Services	
3. CAT Scans, MRI and Bone Scans	
4. Physician's Non-Surgical Visits	
5. Orthopedic Appliances (when prescribed by a physician for healing)	

6. Shots and Injections (within 24 hours of an injury)	
7. Prescription Drugs	
8. Physical Therapy Treatment (includes whirlpool, diathermy, EMS, massage, manipulation or adjustments in any form, and/or office visits connected therewith)	
9. Ambulance Service (Air or Ground)	
10. Eyeglass Replacement (if medical treatment is also received for a covered injury)	
11. Durable Medical Equipment (Post-Surgical Only)	

D. OTHER PHYSICIAN SERVICES	**LIMITS/DEDUCTIBLES/ETC**
1. Dental Treatment (in lieu of all other medical benefits, including X-rays of sound & natural teeth)	
2. Physician's Surgical Care (In-Patient or Out-Patient)(includes pre-operative & post-operative care for fractures, dislocations, or repair of lacerations)	
3. Assistant Surgeon Charges (In-Patient or Out-Patient)	
4. Anesthetist Charges (In-Patient or Out-Patient)	

E. MOTOR VEHICLE SURGERY	

F. OTHER BENEFITS – Concussions, Heat Stroke and Heat Exhaustion will be covered as any other accident.	

G. ACCIDENTAL DEATH AND DISMEMBERMENT – When injury covered by this policy results in Accidental Death or Dismemberment within 180 days from the date of accident, the following benefits will be payable.

1. Loss of Life	
2. Loss of an Eye	
3. Double Dismemberment	
4. Single Dismemberment	

ADDITONAL DOCUMENTS/QUESTIONS

Attach additional pages/documents if needed.

1. Please provide a list of the medical facilities and physicians in the Mont Belvieu/Baytown/Chambers County area that are in your network.

_____

_____

2. Who is responsible for outstanding balances when the parents do not have additional insurance available?

_____

_____

3. Does your plan include "zero billing" for all physicians, hospitals and other expenses? If not, please explain any limitations.

_____

_____

4 -CLAIMS ADMINISTRATION-

Please provide a description of how and where claims will be handled.

_____

_____

_____

_____

_____

5 -EXCLUSIONS-

The Policy does not provide benefits for:

1._____

2._____

3._____

4._____

5._____

-DEFINITIONS-

Accident – _____

Covered Services –_____

Company –_____

Durable Medical Equipment –_____

_____

Injury –_____

Medically Necessary –_____

Physician –_____

Sponsored and Supervised Activity –_____

_____

Usual and Customary Charges (U&C) –_____

_____

VOLUNTARY PREMIUMS

Full-Time Coverage (PK – 12)	$
School-Time Coverage (PK – 12)	$
Extended Dental Coverage (PK – 12)	$
Football Coverage (Grades 10-12 and Grades 7-9 if participating with Grades 10-12)	$
Compulsory Premium	$
Catastrophic Premium	$

Indicate which activities are included/excluded - Answer Yes or No		
Covered Activities		
Agent		
Company		
Plan		
Insurance Company		
Class		
UIL Activities	**Basic**	**Cat**
Grades		
High School		
Eighth Grade		
Seventh Grade		
Six Grade		
Day Trips		
Activities		
Motor Vehicles		
Overnight Trips		
Activities		
Motor Vehicles		
Academics		
Theater		
Journalism		
Speech and Debate		
Academic Contests		
Athletics		
Seven on Seven		
Coaches		
Camps		
Team Physician Employees		
Team Physician Volunteers		
Trainers		
Student Coaches		
Student Trainers		
Students Managers		
Student Ball Boys		
Student Yard Markers		
Band		
Cheerleaders		
Majorettes		
Drill Teams		
Dance Teams		
Banner Team		

Music		
Marching Band		
Wind Ensemble		
Solo & Small Ensemble		
Concert & Sight Reading		
Solo-Ensemble Festival		
Medium Ensemble		
Choral Groups		
UIL Type Activities if Not UIL Competition		
Non UIL Covered Activities	**Basic**	**Cat**
School Sponsored & Supervised		
All K-12 Activities		
PE Classes		
Classroom Activities		
K-5 Field Trips		
ROTC		
Class Day Trips		
Class Overnight Trips		
Intramurals		
Career & Technology		
Business Professionals		
DECA		
Family, Career & Community Leaders		
FFA & Agriculture		
Health Occupations		
Skills including Automotive		
Technology		
All other School Sponsored		
Student Participation in Booster Club Activities		
Student Participation in Charitable Activities		
Loss Reports	**Basic**	**Cat**
Reports include:		
Activity		
Date of Loss		
Name of Student		
Type of Injury		

Provider		
Claim Amount		
Paid Amount		
Deductible Amount Paid		
Reserve Amount		
Available On Line		
Frequency		
Cost		
Provide Example		

Are there any non-concurrencies in Basic & Cat policies?	
Show **Basic** policy wording for covered activities	
Show **Catastrophe** policy wording for covered activities	

Abbreviations	
UIL	UIL sanctioned
WC	Worker's Comp
Voc	Vocational students
Ex Only	Extracurricular activity

References

Please provide a list of five (5) Texas school districts that use your proposed plan. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration.

1. School _____ Phone Number (____)_____

Contact Name _____ Title _____

2. School _____ Phone Number (____)_____

Contact Name _____ Title _____

3. School _____ Phone Number (____)_____

Contact Name _____ Title _____

4. School _____ Phone Number (____)_____

Contact Name _____ Title _____

5. School_____ Phone Number (_____)_____

Contact Name _____ Title _____

BHISD RFP #24-002

Student Accident, Catastrophic & UIL Insurance Coverage

PROPOSAL FORM & EVALUATION CRITERIA

Vendor: _____ **Date:**_____

Please circle yes or no and fill in blanks when necessary.

List of Providers and Facilities Sample Copy of Plan Policy	Yes	No
Voluntary and Blanket Plans	Yes	No
Plan Benefits on Full Assignment	Yes	No
PPO Network or Other Provider Assignment	Yes	No
PPO or Special Network Functions	Yes	No
Outside of the PPO or Network	Yes	No
Proposal with Price	Yes	No
Define U&C	Yes	No
Percentage of U&C Blanket Plan Reimburse	Yes	No
Online Submission of Claims & Access to Claims History	Yes	No
Procedures to Assist Students/Parents in Claims Disputes	Yes	No
Have you been a vendor for the district?	Yes	No

Additional Comments:

Proposals will be evaluated based on the following criteria:

- The purchase price;
- The reputation of the vendor and of the vendor's goods or services.
- The quality of the vendor's goods or services; Samples will be evaluated.
- The extent to which the goods or services meet the district's needs;
- The vendor's past relationship with the district;
- List of Providers and Facilities Sample Copy of Plan Policy;
- Voluntary and Blanket Plans;
- Plan Benefits on Full Assignment;
- PPO Network or Other Provider Assignment;
- PPO or Special Network Functions;
- Outside of the PPO or Network;
- Proposal with Price;
- Define U&C;
- Percentage of U&C Blanket Plan Reimburse;
- Online Submission of Claims & Access to Claims History;
- Cover on the Exact Participants/Groups as the Expiring Policy;
- Procedures to Assist Students/Parents in Claims Disputes;
- Have you been a vendor for the district?

Please Note: Vendors who are not awarded under this RFP, are hereby informed that their services cannot and will not be utilized by Barbers Hill ISD, unless they have a valid cooperative contract that BHISD can purchase under.

BARBERS HILL
Financing Excellence

BHISD RFP #24-001
DEVIATION FORM

All deviations to the specifications must be noted on this sheet. In the absence of any entry on the Deviation Form, the vendor assures the buyer of their full compliance with the Specifications and Conditions. This form may be duplicated as needed.

Page/Item #	Deviation

☐ If bid contains no deviations, please check the box.

THIS DEVIATION FORM MUST BE SIGNED BY VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS BID.

Company Name	Authorized Signature	Date

BHISD RFP #24-002

Student Accident, Catastrophic & UIL Insurance Coverage

FORMS CHECKLIST

○ Proposal Form & Evaluation Criteria
○ Deviation Form
○ Notice to Vendors
○ References
○ W-9
○ Felony Conviction Notification Form
○ SB9
○ CIQ
○ Certification Regarding Terrorist Organizations
○ Certification Regarding Debarment
○ 1295
○ ACH
○ Vendor EDGAR Certifications
○ Proposal Certification
○ Coverage Plan
○ References
○ OPTIONAL: Additional information as desired by vendor to demonstrate product quality or service capabilities.

BARBERS HILL
Independent School District
P.O. Box 1108 · 9600 Eagle Drive · Mont Belvieu, TX 77580
281.576.2221 · bhisd.net

Notice to Vendors:

It is the goal of Barbers Hill ISD to procure the goods and services necessary to complete the educational process in accordance with all policies and procedures of our District, the Texas Education Agency, and the State of Texas.

Barbers Hill ISD requires that you complete the enclosed forms so that your company may be included on our approved vendor list. Barbers Hill ISD cannot purchase from your company until the Vendor Application is completed and returned, along with the completed Form W-9, Conflict of Interest Questionnaire, and Felony Conviction Notification, and other forms as applicable.

Vendors must accept purchase orders for all purchases. The District will not be responsible for payment for goods or services that are provided to Barbers Hill ISD staff without an approved purchase order issued by the Business Department.

All invoices must reflect the purchase order number and must be mailed, faxed or emailed to Barbers Hill Accounts Payable Department (mailing address, fax and email provided below).

All payments are net 30 days after receipt of the goods and/or services.

It shall be the responsibility of the vendor doing business with Barbers Hill ISD to inform the District of any changes such as W-9 (EIN), name, address, phone or fax number, email, etc. The District will provide a Vendor Information Update packet annually that will need to be returned to the Business Office. The updated information will help prevent any payment delays.

To increase efficiency and effectiveness, the District is a member of numerous purchasing cooperatives. A list of these purchasing cooperatives is posted below.

- Buyboard
- Harris County Department of Education
- Interlocal Purchasing Systems (TIPS)
- Region IV - Texas Co-Op Purchasing Network (TCPN)
- Region V - Southeast Texas Purchasing Co-Op
- Region VI – EPIC6
- Region XIX - Allied States Co-Op
- Region 20 – PACE
- New Caney ISD Food Purchasing Co-Op
- Sourcewell
- US General Services Admin (GSA)
- State of Texas Purchasing Co-Op (TX Smart Buy)
- TASB Energy Co-Op
- TASB Risk Management Fund
- Texas Comptroller of Public Accounts (TXMAS)
- Texas Building & Procurement Commission Federal Surplus Program

- OMNIA Partners/US Communities
- Region 16 Statewide Cooperative Purchasing Program (TexBuy)
- 1Governmental Procurement Alliance (1GPA)
- Central Texas Purchasing Alliance

Please forward all completed paperwork to: Barbers Hill ISD, Attn: Accounts Payable, PO Box 1108, Mont Belvieu, TX 77580, via fax to 281-576-5879, or email to accountspayable@bhisd.net.

Barbers Hill Independent School District

Vendor Application Form

Instructions:

1. The application form should be completed and signed by an authorized representative of the vendor.
2. The application should be submitted with all supporting documents, including but not limited to:
    a. W-9 Form
    b. Conflict of Interest Questionnaire (CIQ)
    c. Vendor Certifications (when using Federal Funds)
    d. Felony Conviction Notice
    e. Certification Regarding Terrorist Organizations and Boycott of Israel
    f. ACH Form
    g. Certification of Criminal History Record Information (if working directly with students)

Notice to Prospective Vendors:

1. Vendors must accept purchase orders for all purchases. **The district will not be responsible for payment for goods or services that are provided to Barbers Hill ISD staff without an approved purchase order issued by the Business Department.**
2. All invoices must reflect the purchase order number and must be mailed, faxed or emailed to Barbers Hill ISD Accounts Payable Department (mailing address, fax number and email address are noted below).
3. All payments are net 30 days after receipt of the goods and/or services.

***Indicates Required Field**

_____ or _____

*Federal Employer Identification Number *Social Security Number (if individual)

*Name/Business Name: _____

*Mailing Address: _____

*Telephone: _____ Fax: _____

Remittance Address (if different): _____

SALES CONTACT	ACCOUNTS RECEIVABLE CONTACT
Representative: _____	Representative: _____
Email Address: _____	Email Address: _____
Phone: _____	Phone: _____
BID NOTIFICATION CONTACT	**PURCHASE ORDER CONTACT**
Email Address: _____	Email Address: _____
Phone: _____	Phone: _____
Fax Number: _____	Fax Number: _____

Types of Goods or Services: _____ Company Website (if available): _____

***Please list any and all purchasing cooperatives that you/company have been awarded contracts from:**

_____

I hereby certify that the above information is true and correct and I am an authorized representative of this vendor.

Vendor Authorized Representative (Print Name) Title

Vendor Authorized Representative (Signature) Date

Forward completed application to BHISD Attn: Receptionist, PO Box 1108, Mont Belvieu, TX 77580, via fax to (281)576-5879, or via email to accountspayable@bhisd.net

OFFICE USE ONLY

Vendor Key: _____ Date Entered: _____ Entered by: _____

1099 Vendor: Y or N Type: _____ Fingerprint: Y or N Dte of Results: _____ TIN-Matching Date Verified: _____

Debarment Verified, if applicable: Y or N Date: _____ License Verified, if applicable: Y or N Date: _____

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

9600 Eagle Drive, Mont Belvieu, TX 77523

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www.BHISD.net

References

Please provide a list of five (5) references of Texas School Districts that you perform similar services. References will include contact name and telephone number. Proposals submitted without five references may be disqualified from consideration.

1. School _____ Phone Number (____)_____

Contact Name _____ Title _____

2. School _____ Phone Number (____)_____

Contact Name _____ Title _____

3. School _____ Phone Number (____)_____

Contact Name _____ Title _____

4. School _____ Phone Number (____)_____

Contact Name _____ Title _____

5. School _____ Phone Number (____)_____

Contact Name _____ Title _____

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See **Specific Instructions** on page 3.

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

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

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

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

[2] Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Barbers Hill ISD

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of vendor is found in the Texas Education Code §44.034.

Felony Conviction Notification

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

This Notice is NOT required of a Publicly-Held Corporation.

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

Vendor's Name: _____

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 nor operated by anyone who has been convicted of 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:

Name of Felon (s): _____

Details of Conviction(s): _____
_____

_____
Signature of Company Official

<u>Contractor</u> Criminal Background SB9 Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history records on covered employees. Covered employees with disqualifying convictions are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474. The district has no input to, or control of the DPS process.

Definitions: *<u>Covered Employee</u>*: Employees of a contractor 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 continuing duties or direct contact with students.

<u>Disqualifying criminal history</u>: (1) a conviction or other criminal history information designated by the District; or (2) 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 Penalty Code; (b) an offense for which the defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor certify to Barbers Hill ISD ("District") that [Check one]:

☐ None of Contractor's employees are *covered employees*, as defined above. I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☐ Some or all of Contractor's employees are *covered employees*. *<u>If this box is selected</u>*, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

(3) Upon request, Contractor 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.

If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Education Code, Chapter 22.

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

Submitter's Signature: _____ Date: _____

Submitter's Name & Title: _____ Company Name: _____

Telephone # ( ) _____ 800-_____ Fax No. _____

Email Address: _____

Mailing Address: _____

City, State, & Zip: _____

This form is required to be completed and signed; however, only the successful Proposers will be required to comply with requirement set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/fingerprinting shall be at the contractor's expense.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

3 **Name of local government officer about whom the information 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.

2023-2024 Local Government Officers

Board of Trustees

Eric Davis, President
Clint Pipes, Vice President
Benny May, Secretary
Mark Davis, Member
Becky Tice, Member
George Barrera, Member
Fred Skinner, Member

BHISD Personnel

Dr. Greg Poole, Superintendent
Sandra Duree, Deputy Superintendent
Rebecca McManus, Asst. Superintendent of Finance
Barbara Ponder, Asst. Superintendent of Personnel
Stephanie Martin, Asst. Superintendent of Special Services
Kristen Davis, Asst. Superintendent of Technology
Chelsea McDaniel, Director of Finance
Chloe Yowell, Asst. Superintendent of Curriculum & Instruction
Stephanie Martin, Asst. Superintendent of Special Services
Rick Kana, Executive Director of Operations
Carl Abseck, Athletic Director
Jami Navarre, Director of Community Relations
David Bloom, Director of Communications
Adeena Henning, Director of School Nutrition
Natasha Holden, Director of Program & Curriculum Integration
Lori May, Director of Safe Schools
Ami Davis, Director of Transportation
Patrick Hendricks, Director of Planning & Facilities
Chris Brannan, Director of Fine Arts
Shane McBride, Police Chief
Ashley Boothe, Coordinator of State & Federal Programs
Colleen Goundry, Coordinator of Health Services
Lance Murphy, Principal- High School
Matthew Barnett, Principal- Middle School North
Cliff Horn, Principal- Middle School South
Tina McCorkle, Principal- Intermediate School North
Barbara Ponder, Principal- Intermediate School South
Jackie Brown, Principal- Elementary School North
Michelle James, Principal- Elementary School South
Donna Billeaud, Principal- Early Childhood Center
Heron Thomas, Principal- DAEP
Chris Brannan, Director of Fine Arts

BARBERS HILL
Independent School District
P.O. Box 1108 · 9600 Eagle Drive · Mont Belvieu, TX 77580
281.576.2221 · bhisd.net

Certification Regarding Terrorist Organizations

Certification Regarding Terrorist Organizations. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Vendor's Business Name (as shown on Form W-9):

_____

Printed Name of Authorized Representative:

_____

Title of Authorized Representative:

_____

Signature of Authorized Representative:

_____

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.

2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

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

Indicate in the appropriate box which statement applies to the covered potential contractor:

☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)

Printed/Typed Name and Title of Authorized Representative

Signature of Authorize Representative

Date

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
   a. Principal investigators.
   b. Providers of audit services required by the HHSC or federal funding source.
   c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:
   (1) Principal investigators.
   (2) Providers of audit services required by the HHSC or federal funding source.
   (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is “suspended”.

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

****NOTICE ****

Here at Barbers Hill ISD as in all other districts, we are now required to adhere to the State's new regulations regarding disclosures.
In accordance with the new Purchasing guidelines as set forth by the state, Barbers Hill ISD in compliance with State regulations must have a new form filled out by our vendors. Below is the link where new vendors must go to fill out the form and print it out upon completion. Once completed and printed, the form must be notarized and returned to BHISD. The District, in turn, will file the original copy with the State in order to complete the filing. The new form is separate of the Conflict of Interest questionnaire that is currently required. This new Form 1295 will be in addition to this, it will not replace it.

Filing application is at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

FAQS are at:
https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

1. Vendor shall use the application to enter the information on the form and print a copy of the form with the certificate of filing (that has a unique certification number);

2. After the vendor submits the form to the District, the District uses the application to notify the Ethics Commission of the receipt of the filed Form 1295 and certification of filing not later than the **30th** day after the date the contract binds all parties to the contract. The District needs the unique certificate number to use the application to acknowledge the receipt of Form 1295.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

	OFFICE USE ONLY
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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

4

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address _____, _____, _____, _____, _____
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

Barbers Hill ISD is now offering payment by ACH direct deposit to all Accounts Payable vendors. Payments by ACH are deposited directly into your bank account. A notification of the upcoming deposit is sent by email with the same memo information that would appear on a check stub. If you would like your payment to be made by Electronic Funds Transfer through ACH, please complete the form below, sign, and return to the Accounts Payable department by email at accountspayable@bhisd.net or by mail at P.O. Box 1108 Mont Belvieu, TX 77580.

ACH VENDOR DIRECT DEPOSIT FORM

Vendor Information: TIN/EIN or SS#_____

Vendor Name: _____

Remittance Address: _____

Remittance City:_____State:_____Zip Code: _____

Contact Name:_____Phone #:_____

E-Mail Address:_____
(ACH Deposit notifications will be sent to this Email address)

Banking Information:

Vendor's Bank Name:_____

Bank Address:_____

Bank's City:_____State:_____Zip Code: _____

Bank Contact Name:_____Phone #: (_____)_____

ABA Routing #:_____Account #:_____

Account Type: **(Please check only one)** - Checking_____ Savings _____
(Please check only one) - Business_____ Personal_____

Vendor's Authorization:
Please sign below to confirm that you are authorizing Barbers Hill ISD to deposit payments for your invoices into the account mentioned above.

_____ _____
Signature Date

_____ _____ _____
Printed Name Title Phone No.

2024-25 EDGAR CERTIFICATIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount:**

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

(A) [Applicable ONLY to contracts in excess of $250,000.] 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 FISD expends federal funds, FISD 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) [Applicable ONLY to contracts in excess of $10,000.] 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.

> Pursuant to Federal Rule (B) above, when FISD expends federal funds, FISD 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. FISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if FISD believes, in its sole discretion that it is in the best interest of FISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by FISD as of the termination date if the contract is terminated for convenience of FISD. Any award under this procurement process is not exclusive and FISD reserves the right to purchase goods and services from other vendors when it is in FISD's best interest.
>
> Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) [Applicable ONLY to federally assisted construction contracts.] 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 FISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

(D) [Applicable ONLY to prime construction contracts in excess of $2,000 where federal funds are being used for the project] 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 DavisBacon 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 FISD 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) [Applicable ONLY to contracts in excess of $100,000 involving mechanics or laborers.] 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 FISD 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 FISD 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 FISD, Vendor certifies that during the term of an award for all contracts by FISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

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

(G) [Applicable ONLY to contracts in excess of $250,000.] 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 $250,000 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 FISD, Vendor certifies that during the term of an award for all contracts by FISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by FISD, Vendor certifies that during the term of an award for all contracts by FISD resulting from this procurement process, 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) [Applicable ONLY to contracts in excess of $100,000] Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (I) above, when federal funds are expended by FISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by FISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

(J) Procurement of Recovered Materials – When federal funds are expended, FISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered

or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

(K) Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "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, class, including optical fiber, and lumber. Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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

(L) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT When FISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it

will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

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

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

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

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

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336 Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

Vendor's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number:_____

Printed Name and Title of Authorized Representative:_____

Email Address:

_____

Signature of Authorized Representative:

_____ Date:_____

Barbers Hill ISD
Proposal Certification

The undersigned authorized representative of the bidding company indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicated below; and

2. That he/she has carefully examined this Proposal Certification, the accompanying forms, the Instructions to Proposers, the General Terms and Conditions and Specifications associated with this Proposal Invitation; and

3. That he/she proposes to supply any products or se111ices submitted under this Proposal at the prices quoted and in strict compliance with the Instructions lo Proposers, General Terms and Conditions, and Specifications associated with this Proposal Invitation, unless any exception are noted in writing with this bid response; and

4. That if any part of this proposal is accepted, he/she will furnish all products or services awarded under this proposal al the prices quoted and in strict compliance with the Instructions to Proposers, General Terms and Conditions, and Specifications associated with this Proposal Invitation, unless any exceptions are noted in writing with this response; and

5. That any and all exception to the Instruction to Proposers, General Terms or Conditions of this bid have been noted in writing in this proposal response, and that no other exceptions to the General Terms or Conditions will be claimed.

Date	Signature of Authorized Representative
Name of Bidding Company	Printed Name of Authorized Representative
Address	Title of Authorized Representative
City, State, Zip	Telephone # of Authorized Representative
Company Internet Address	Fax # of Authorized Representative
Telephone Number for Shipping Questions	Email Address of Authorized Representative

This form must be manually signed and returned with proposal. Failure to manually sign and return with proposal will result in disqualification of the proposal.