

COCISD Vendor Checklist Forms V2

On Campus with Students, Always Supervised AND > than 5 days

Contractor: _____

***** Initial by each item before sending back *****

1 _____ Checklist

2 _____ Student Involvement Form

- Department Signature & Bookkeeper signature

3 _____ Independent Contract Agreement (Signed)

- **(OR)** An equivalent Contract Agreement
- All blanks are completed
- (date of services and price)

4 _____ Vendor Information Form

5 _____ Procurement Category form

6 _____ W-9 Form

- Document is complete
- updated Information if changed

7a _____ CIQ Instructions

7b _____ CIQ Questionnaire

7c _____ Insurance requirements

7d _____ Certificate of Interested Parties

7e _____ Certificate of Residency

7f _____ Certificate of Anti-boycott Israel

7g _____ Certification of Compliance Regarding Texas
Family Code

Criminal History

10 _____ Felony Conviction Notification

11a _____ Instructions to Obtain Fingerprints thru DPS

11b _____ DPS CCH Verification form

12 _____ Criminal History Authorization form

14 _____ Form 1295 & Instructions

Independent Contractor (Vendor) / Student Involvement

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

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

____ (staff signature)

____ (Independent Contractor signature)

COMPLETE
VENDOR PACKET
V1 or V1E
(NO EXPOSURE)

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

____ (staff signature)

____ (Independent Contractor signature)

COMPLETE
VENDOR PACKET
V2 or V2E

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

SOME DEALINGS MAY WARRANT VENDOR PACKET (V3)

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

____ (staff signature)

____ (Independent Contractor signature)

COMPLETE
VENDOR PACKET
V2 or V2E

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

____ (staff signature)

____ (Independent Contractor signature)

COMPLETE
VENDOR PACKET
V3 or V3E
INCLUDES
BACKGROUND CHECK

3
INDEPENDENT CONTRACTOR AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF San Jacinto §

This Independent Contractor Agreement ("Agreement") is made by and between **Coldspring-Oakhurst Consolidated ISD "COCISD"** and _____ ("Independent Contractor"), with an effective date of _____.

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

WHEREAS, the Independent Contractor agrees to provide the professional services listed herein to NCISD on an as-needed basis during the term of this Agreement.

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

I. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

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

1. _____
2. _____
3. _____

1.2. The Independent Contractor has no authority to act for, or on behalf of, COCISD except as provided for in this Agreement. No other authority or power is granted or implied.

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

1.4. The Independent Contractor has no rights or benefits other than those set forth in this Agreement.

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

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

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

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



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

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

II. RELATIONSHIP OF PARTIES

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

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

III. TERM; EXTENSION; TERMINATION

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

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

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

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

IV. COMPENSATION

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



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

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

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

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

V. WORK STANDARDS/STANDARD OF CARE

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

VI. MATERIALS AND EQUIPMENT

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

VII. INSURANCE/INDEMNIFICATION

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

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

VIII. GENERAL AND ADMINISTRATIVE PROVISIONS

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

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



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

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

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

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

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

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

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

Please check any of the following that apply:

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

Independent Contractor

Independent Contractor's Signature

Date

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

☐ Continuing Duties (On-Going)

☐ Alone With Students (Non Supervised Contact)

FUND DESIGNATION: ☐ General Fund

☐ Title

☐ Campus Activity

☐ Student Activity (Club)

Administrator Initiating Contract

Administrator's Signature

Date

_____ (if initialed by Director of Purchasing) Liability Insurance Coverage is waived.

Judy Currie, Director of Purchasing

Date

John Kirkham, Executive Director of Finance

Date



District Use Only

Please Check One:

General Fund: _____

Activity Fund: _____

Club Fund: _____

**Coldspring-Oakhurst CISD
Vendor Information Form**

Vendor Name: _____

Sales Representative & Phone Number: _____

Address: _____ Remit to Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

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

What Coldspring-Oakhurst CISD Campus/Department has requested your services?

Name of Coldspring-Oakhurst CISD contact:

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

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

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

For COCISD Purchasing Department use only:

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

Requested by: _____

Date of Approval: _____

Approved by: _____

Vendor Number: _____

5 PROCUREMENT CATEGORIES COMMODITY CODES

Procurement Categories (Please mark all that apply)

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

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

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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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:

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

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

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.

Coldspring-Oakhurst CISD Conflict of Interest Questionnaire Instructions

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

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

Definitions:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☐ No

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

4

Signature of vendor doing business with the governmental entity

Date

INSURANCE REQUIREMENTS

The Contractor/Bidder shall purchase and maintain in force the following kinds of insurance of companies acceptable to the Buyer:

1. Employers Insurance: Workmen's Compensation in the minimum statutory limit of liability and Employers Liability in the minimum amount of \$500,000.00.
2. Commercial General Liability: Said liability Insurance shall include Coverage A for Bodily Injury and Property Damage, including Premises/Operations, Products/Completed Operations, Independent Contractors, XCU, Blanket Contractual, Fire Damage Legal Liability, Board Form Property Damage, Host Liquor, Incidental Medical Malpractice, Non- Owned Watercraft and Extended Bodily Injury; Coverage B for Personal/Advertising Injury; and Coverage c for Medical Payments. Maintain Completed Operations Liability for at least two years after the date of final completion. Said insurance shall be in the minimum amounts as follows:

a)	General Aggregate (Other than Products/Completed Operations)	\$1,500,000.00
b)	Products/Completed Operations Aggregate Limit	\$1,000,000.00
c)	Personal and Advertising Injury Limit	\$1,000,000.00
d)	Each Occurrence Limit	\$1,000,000.00
e)	Fire Damage Limit (any one fire)	\$ 50,000.00
f)	Medical Expense Limit (any one person)	\$ 5,000.00
3. Comprehensive Auto Liability: Said insurance coverage shall include non-ownership and hired care coverage as well as owned vehicle in the following minimum amounts:
 Bodily Injury and Property Damage: \$1,000,000.00 combined single limit.
4. Owner's Insurance: Carry and pay for Owner's Protective Liability Insurance in the same amounts as specified above for the Contractor's General Liability.
5. Umbrella Liability Insurance: Said liability shall be written in addition to the limits and coverage as show for Employer Insurance; Commercial Liability Insurance; Comprehensive Automobile Liability; and Owners Insurance with the following minimum amounts:

a)	General Aggregate Limit	\$2,000,000.00
b)	Product/Completed Operation Aggregate Limit	\$2,000,000.00
c)	Bodily Injury by Disease Aggregate Limit	\$2,000,000.00
d)	Each Occurrence Limit	\$2,000,000.00

I hereby certify that the Seller/Contractor has met insurance requirements as stated above with the following insurance company:

Insurance Company Name: _____

Address: _____

City/State/Zip _____

Insurance Co Contact and Phone Number: _____

Name of Seller: _____ Policy No.: _____

Signature _____

Name (print) _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES DISCLOSURE

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The proposer is responsible for first electronically filing Form 1295 with the Texas Ethics Commission. The filing process creates a certification of filing and a completed Form 1295 that must be printed, signed by an authorized agent of the business entity, and submitted to the Owner.

After the Owner receives the certification of filing with the completed Form 1295, the Owner will notify the Commission, in an electronic format prescribed by the Texas Ethics Commission, of the receipt of those documents within 30 days after receipt. **The Owner cannot enter into a contract for this Project unless the Proposer submits a disclosure.**

CERTIFICATE OF RESIDENCY

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

"Section: 2252.001

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

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

Section: 2252.002

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

I certify that. _____

(Name of Company

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

☐ Resident Bidder/Proposer

☐ Non-resident Bidder/Proposer

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

In the state of

Signature of Authorized Company Representative

Print Name

Title

Date

CONTRACTOR CERTIFICATIONS REQUIRED BY TEXAS

Contractor Name:

Name of Contract:

Date of Contract:

1. If Contractor is a "Company" as defined by Texas Government Code §808.001, Contractor certifies that it does not (1) boycott Israel and (2) will not boycott Israel during the term of any Agreement with the District. The Term "boycott" is defined in Texas Government Code §808.001 and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. In accordance with 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 of Pension Review Board. Contractor certifies that it is not a company on a list prepared and maintained under Texas Government Code ☐ 806.051, 807.051, or 2252.153 and further hereby voluntarily and knowingly acknowledges and agrees that the above-noted agreement or contract shall be null and void should facts arise leading the District to believe that the Contractor was a listed company at the time of procurement.

On behalf of Contractor:

Date:

Printed Name: _____

CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

Organization Name

Address, City, State, and Zip Code

Phone & Fax

Email Address

Printed Name and Title of Authorized Representative

Signature Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly held corporation.

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

Company: _____

Company Official: _____

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

Signature of authorized agent:

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

Signature of authorized agent:

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

Name of individual (s):

Details of conviction (s):

Signature of authorized agent:

Instructions to Obtain Fingerprints Through DPS

Vendors with less
than 4 employees

OR

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

Step 1: OBTAIN SERVICE CODE FORM

Call the COCISD Business Office at 936.653.1115 and ask for the Service code form. This form has 2 numbers that you will need.

Step 2: visit Identogo website

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

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

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

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

Step 3: Go to Fingerprint Appointment

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

Step 4: Notify School District

Provide receipt or notification to purchasing department of successful appointment.

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

*

All forms can be found on our district website under departments, Purchasing www.newcaneyisd.org/page/366

Step 1: ESTABLISH FACT CLEARINGHOUSE ACCESS

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

Email: FACT@txdps.state.tx.us

Phone: (512) 424-2474 option 1

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

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

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

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

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

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

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

Step 3: AFTER YOU HAVE COMPLETED FINGERPRINTING

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

DPS Computerized Criminal History (CCH) Verification

(AGENCY COPY)

I, _____, acknowledge that a Computerized Criminal

APPLICANT or EMPLOYEE NAME (Please print)

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

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

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

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

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

Signature of Contractor

Date

Coldspring-Oakhurst Consolidated Independent School District

Agency Name (Please print)

John Kirkham

Agency Representative Name (Please print)

Signature of Agency Representative

Date

Please:
Check and Initial each Applicable Space

CCH Report Printed:

YES ____ NO ____ ____ initial

Purpose of CCH: _____

Empl ____ Vol/Contractor ____ ____ initial

Date Printed: _____ ____ initial

Destroyed Date: _____ ____ initial

Retain in your files

Coldspring-Oakhurst CISD

Criminal History Authorization Information for Contractors

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

Last Name: _____ First Name: _____ Middle Initial: _____

Social Security Number: _____ Date of Birth: _____

Place of Birth: _____
City, County & State

Male ___ Female ___ Ethnicity: _____ Driver's License Number: _____
Issuing State: _____ Expiration Date: _____

Have you ever used another name(s) including maiden name? No ___ Yes ___
If yes, please list: _____

Have you ever lived in another state (other than Texas) or country in the past? No ___ Yes ___
If yes, please list: _____

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

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

Have you ever been convicted of any criminal offense in a country outside the jurisdiction of the United States? No ___ Yes ___
If yes, please explain: _____

Coldspring-Oakhurst Consolidated Independent School District shall obtain the criminal history record information for each independent contractor, who in the opinion of the district, is a serious candidate and may be offered a contract with Coldspring-Oakhurst CISD.

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

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

Print Name: _____

Signature: _____ Date: _____

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.

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 is _____, _____, _____, _____, _____.
 (street) (city) (state) (zip code) (country)

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

VENDOR INSTRUCTIONS TO COMPLETED FORM 1295 (4-STEPS)

As a “business entity,” all vendors must electronically complete the Texas Ethics Commission’s Form 1295, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

1. All vendors must complete Form 1295, even if no interested parties exist
2. Print a copy of the completed form (ensure it has a computer-generated certification number in the “Office Use Only” box)
3. Have an authorized agent of the business entity sign the form
4. The completed Form 1295 with certification of filing, must be filed with TCISD by attaching the form to the proposal or contract being provided to the District