V2-E VENDOR PACKET

Supervised Student Contact - Five (5) Days or Fewer + Federal (EDGAR)

Coldspring-Oakhurst Consolidated Independent School District

Purpose

Use this packet when a vendor works on campus around students for five (5) days or fewer, is always supervised by a COCISD professional employee, is never alone with students, and the purchase may use federal grant funds subject to EDGAR requirements.

Legal Vendor Name

Primary Contact

Email

PACKET GUIDE

Contents

Supporting pages are editable in Word. Official and legal forms are preserved as images.

SECTION	PAGES	CONTENTS
Start here	3	Checklist and Student-Involvement Screen
Agreement	4-7	Independent Contractor Agreement
Vendor setup	8-10	Vendor Information Form, Commodity Code Categories, and W-9 Form
Disclosures	11-33	CIQ, Insurance, Residency, Buy American Deviation, and Certifications
Safety	34-40	Felony Notification, Fingerprinting, and Criminal History Certifications
Form 1295	41-43	Certificate and Filing Instructions
District notice	44-46	Notice of Prohibitions Against DEI Activities
Resources	47	Clickable District, State, and Federal Web Resources

Submission Reminder

Complete every applicable form, attach required supporting records, and verify current requirements with COCISD Purchasing before submitting.

START HERE

Independent Contractor (Vendor)/Student Involvement

Choose one classification. COCISD staff and the contractor must sign the selected option.

COMPLETE V1 OR V1-E PACKET IF…

No Campus Access
Vendor supplies products or services remotely. Campus contact is limited to supervised delivery or pickup.

YES ☐ NO ☐

COMPLETE V2 OR V2-E PACKET IF…

Supervised Student Contact – Five (5) Days or Fewer
Vendor may be around groups of students (never alone) only while a sponsor or staff member is present.

YES ☐ NO ☐

COMPLETE V2 OR V2-E PACKET IF…

Supervised Student Contact - More Than Five (5) Days
Vendor may be around groups of students but is never alone with students and is ALWAYS accompanied by a professional employee.

YES ☐ NO ☐

COMPLETE V3 OR V3-E PACKET IF….

Unsupervised or Extended Student Contact
Vendor may be alone with students or present with students more than five (5) aggregate days (Background-check requirements apply).

YES ☐ NO ☐

r

Classification Note

Maintenance, Grounds, Technology, Facility Planning, Transportation and Police work may require a higher-level vendor packet based on access and student exposure.

INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor Agreement

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 COCISD 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, COCISD 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 COCISD 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.

INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor 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.

INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor 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.

72. THE INDEPENDENT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, SAVE, AND DEFEND COCISD AND COCISD'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.

INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor Agreement

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 Retirement System) Member: YES ☐ NO ☐

_____	_____	_____
Independent Contractor	Independent Contractor's Signature	Date

DISTRICT USE ONLY – COMPLETED BY BUSINESS OFFICE

☐ **Continuing Duties (Ongoing)**

☐ **Alone with Students (Non-Supervised Contact)**

FUND DESIGNATION: ☐ General Fund ☐ Title ☐ Campus Activity ☐ Student Activity (Club)

_____ If initialed by CFO, then Liability Insurance Coverage is waived

_____	_____
Adam Jenke, CFO	**Date**

VENDOR SETUP

Vendor Information Form

Provide current information. Purchase orders will be sent to the email listed below.

Legal Vendor Name	**Contact Name & Phone Number**
Physical Address	**Remit To Address**
City, State, ZIP	**City, State, ZIP**
Phone	**Fax**
Email	**Website**
Requesting Campus or Department	**COCISD Contact**
Purchasing Cooperatives	

DISTRICT USE ONLY

Funding Source ☐ General Fund ☐ Activity Fund ☐ Club Fund	**Vendor Number**
Requested By/Date	**Approved By/Date**
Sole-Source Affidavit Attached (Original and Notarized)	**Approval Date**

Required Attachments

- Complete W-9, CIQ, and Commodity Code Checklist (if applicable).
- If physically on campus, complete the Criminal History Record Information certification.
- If direct or unsupervised student contact is possible, complete SB 9 fingerprinting requirements.

VENDOR SETUP

Commodity Code Checklist

Mark every category that applies to the products or services your company provides.

☐ Alarm supplies and equipment	☐ Contract services - therapists	☐ Maintenance supplies - grounds equipment
☐ Animal supplies and equipment	☐ Contract services - web based	☐ Maintenance supplies - HVAC
☐ Appliances and equipment	☐ Copiers	☐ Maintenance supplies - irrigation
☐ Appraisal services	☐ Courier/delivery services	☐ Maintenance supplies - locksmith
☐ Architectural services	☐ Custodial equipment and supplies	☐ Maintenance supplies - miscellaneous
☐ Athletic/PE supplies and equipment	☐ Custom clothing/embroidery	☐ Maintenance paint and athletic marking paint
☐ Auctioneer services	☐ Data processing services	☐ Maintenance supplies - pesticides
☐ Audio equipment and accessories	☐ Document disposal/shredding	☐ Maintenance supplies - plumbing
☐ Audit services	☐ Drill team supplies	☐ Maintenance supplies - seed/sod
☐ Auto leases	☐ Drug screening	☐ Maintenance supplies - soils/mulch
☐ Awards and trophies	☐ Dry cleaning	☐ Maintenance supplies - welding
☐ Books and reading materials	☐ Engineering services	☐ Medical/EMT supplies
☐ Building construction/improvement	☐ Environmental/ecological services	☐ Mobility equipment
☐ Building maintenance	☐ Fencing materials and services	☐ Musical instrument repair
☐ Building materials and supplies	☐ Fire extinguisher inspection	☐ Musical instruments and supplies
☐ Cafeteria and commercial kitchen equipment	☐ Fire sprinkler maintenance	☐ Network cabling
☐ Cameras and photographic supplies	☐ Flags and flag poles	☐ Office equipment and supplies
☐ CTE - Agriculture	☐ Flowers and arrangements	☐ Paper
☐ CTE - Auto Technology	☐ Food service/Child Nutrition supplies & equipment	☐ Playground equipment
☐ CTE - Biomedical	☐ Food/snacks; bakery; dairy; frozen; produce; grocery/staples	☐ Police/security equipment
☐ CTE - Business	☐ Fuel	☐ Printing; construction documents; printing supplies
☐ CTE - Carpentry	☐ Furniture - classroom/cafeteria/library	☐ Promotional supplies
☐ CTE - Cosmetology	☐ Furniture - office	☐ Prosthetic/hearing devices
☐ CTE - Criminal Justice	☐ Graduation supplies	☐ Radio and telephone equipment
☐ CTE - Culinary	☐ Insect and rodent control	☐ School/campus safety supplies
☐ CTE - Engineering	☐ Instructional supplies - art	☐ Security/card access systems
☐ CTE - Fashion Design	☐ Instructional supplies - general	☐ Security systems
☐ CTE - Fire Training	☐ Instructional supplies - science	☐ Sewing supplies
☐ CTE - Floral Design	☐ Instructional supplies - special education	☐ Shop equipment
☐ CTE - Forensic Science	☐ Instructional supplies - testing	☐ Software
☐ CTE - Health Care	☐ Instructional supplies - textbooks	☐ Specialized accessibility equipment
☐ CTE - Marketing	☐ Interpreter services	☐ Technology - hardware
☐ CTE - Pharmacy Technology	☐ Laundry equipment	☐ Technology - repair
☐ CTE - Welding	☐ Legal services	☐ Technology - software
☐ Catering services	☐ Library books and supplies	☐ Technology supplies
☐ Childcare services	☐ Mailing equipment; postage meters and supplies	☐ Television equipment
☐ Choir supplies	☐ Maintenance equipment rental	☐ Theatrical services
☐ Communications and media services	☐ Maintenance/repair - appliances/furniture	☐ Tires and tubes
☐ Contract services - charter bus	☐ Maintenance/repair - athletic/grounds	☐ Toner and ink
☐ Contract services - consultants	☐ Maintenance/repair - elevator	☐ Trash disposal
☐ Contract services - custodial	☐ Maintenance/repair - flooring	☐ Travel agency services
☐ Contract services - diagnosticians	☐ Maintenance/repair - grease trap	☐ Uniform, costume, or apparel rental
☐ Contract services - DJ	☐ Maintenance/repair - HVAC	☐ Uniforms - band/cheer/choir/drill team
☐ Contract services - fire/burglar monitoring	☐ Maintenance/repair - irrigation	☐ Vehicles - bus/car/truck/van/SUV
☐ Contract services - judges	☐ Maintenance/repair - miscellaneous	☐ Vehicle parts and supplies
☐ Contract services - maintenance/repair	☐ Maintenance/repair - plumbing	☐ Vehicle maintenance/repair
☐ Contract services - misc.; choreographers/clinicians/accompanists	☐ Maintenance supplies - electrical	☐ Vehicle rental/towing/inspection
☐ Contract services - speakers	☐ Maintenance supplies - fertilizer	☐ Window coverings
☐ Contract services - staff development	☐ Maintenance supplies - flooring	

VENDOR SETUP | OFFICIAL FORM W-9

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

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

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

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

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

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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. See also *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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

DISCLOSURES

Conflict of Interest Questionnaire (Instructions)

A concise guide to the official CIQ form on the following page.

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 exists. 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 base 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 exists:

- Complete Box 1
- Type "N/ A" in Box 3
- Sign
- Date

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.

Use the Official Form

This guide does not replace Form CIQ.

Complete the preserved official form on the next page.

DISCLOSURES

Conflict of Interest Questionnaire

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.

OFFICE USE ONLY

Date Received

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.

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.)

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.

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

DISCLOSURES

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:
   a) 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	**Policy Number**
Company Contact	**Phone**
Seller/Contractor	**Authorized Signature**
Printed Name/Title	**Date**

DISCLOSURES

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 COCISD to determine the residency of its bidders/proposers for construction related services. In part, this law reads as follows:

Section: 2252.001

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

| certify that _____

(Name of Company

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

☐ Resident Bidder/Proposer ☐ Non-resident Bidder/Proposer

Company Bidding/Proposing

Principal City	**State**
Authorized Representative Signature	**Date**
Printed Name	**Title**

DISCLOSURES

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.

Contractor Name	**Contract Name**
Authorized Signature	**Date**
Printed Name	**Title**

DISCLOSURES

Family Code Compliance and Non-Collusion

As provided by 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:

|, 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. | 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.

Company Name	**Phone and Fax**
Address, City, State, and ZIP	
Email Address	**Printed Name/Title**
Authorized Signature	**Date**

DISCLOSURES

EDGAR Certifications

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

The following certifications and provisions are required and shall apply when Coldspring-Oakhurst Consolidated Independent School District ("COCISD") expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by COCISD and the COCISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the Contract between COCISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and you must complete and return this form and return it to COCISD along with your proposal:

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

(A) Contracts for more than the simplified acquisition threshold, 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 COCISD expends federal funds, COCISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

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

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

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

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

Pursuant to Federal Rule (C) above, when COCISD 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

DISCLOSURES

EDGAR Certifications

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

Pursuant to Federal Rule (E) above, when COCISD 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 COCISD 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.

DISCLOSURES

EDGAR Certifications

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

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

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

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

Pursuant to Federal Rule (G) above, when federal funds are expended by COCISD, Vendor certifies that during the term of an award for all contracts by COCISD 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 COCISD, Vendor certifies that during the term of an award for all contracts by COCISD 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) 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 COCISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by COCISD 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.

DISCLOSURES

EDGAR Certifications

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

(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) §200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

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

(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

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

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

(L) §200.322 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.

EDGAR Certifications

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, COCISD has a preference for goods, products, or materials produced in the United

when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

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

PROCUREMENT OF RECOVERED MATERIALS

Procurement of Recovered Materials – When federal funds are expended, COCISD 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 the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by COCISD 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 COCISD 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 COCISD not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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

DISCLOSURES

EDGAR Certifications

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.
Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

COCISD 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.

Legal Vendor Name	
Physical Address	**Remit To Address**
City, State, ZIP	**City, State, ZIP**
Phone	**Fax**
Printed Name and Title of Authorized Representative	**Email**
Signature of Authorized Representative	**Date**

DISCLOSURES

Suspension and Debarment Certification

COMPLIANCE WITH EDGAR (2 CFR PART 180 & 2 CFR PART 200)

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, and the Education Department General Administrative Regulations (EDGAR) at 2 CFR Part 180 and 2 CFR Part 200.214. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

By signing this document, the undersigned certifies that neither the organization nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SECTION I: VENDOR INFORMATION

Legal Business Name: _____

Doing Business As (DBA) if applicable: _____

Unique Entity ID (SAM.gov UEI): _____

Business Address: _____

City, State, Zip Code: _____

SECTION II: CERTIFICATION STATEMENTS

1. The Vendor certifies that to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. The Vendor shall provide immediate written notice to the purchasing agency if, at any time prior to a contract award or during the term of a contract, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The Vendor understands that a false statement on this certification may be grounds for rejection of the proposal, termination of the award, and/or federal prosecution under 18 U.S.C. 1001.

SECTION III: AUTHORIZED SIGNATURE

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____

DISCLOSURES

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

- By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIVILTY AND VOLUNATRY EXCLUSION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Legal Vendor Name	**PR/Award Number or Project Name**
Printed Name of Authorized Representative	**Title of Authorized Representative**
Signature of Authorized Representative	**Date**

DISCLOSURES

Contractor's Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

The CONTRACTOR agrees to abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time in District-owned or leased buildings, on District property and in District vehicles.

This policy applies to all CONTRACTOR employees, subcontractors, vendors and agents. The CONTRACTOR shall procure signs stating "**ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED**" and shall ensure that these signs are prominently displayed at all entrances to school property at all times.

PROPOSER CERTIFICATION:

By signing below, the Proposer certifies compliance with the District's Alcoholic Beverage and Tobacco-Free Campus Policy:

_____ YES, I agree to the above _____ Initial

_____ NO, I do NOT agree to the above _____ Initial

DISCLOSURES

Contractor's Certificate Regarding Drug-Free Workplace

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 835S(a) and require such employee agree to abide by the terms of that statement.

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

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

PROPOSER CERTIFICATION:

By signing below, the Proposer certifies compliance with the District's Drug-Free Campus Policy:

_____ YES, I agree to the above _____ Initial

_____ NO, I do NOT agree to the above _____ Initial

DISCLOSURES

Statement of Non-Collusion and Non-Discrimination

My signature certifies that the accompanying bid/proposal:

1. Is not the result of, or affected by an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or Federal ordinances, statutes, regulations, and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
2. During the performance of any contracted awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religions, color, sex or national origin, or handicaps, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operations of the Seller. The Seller agrees to prost in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
3. The Seller, in all solicitations and advertisements for employees placed by, or on behalf of, the Seller, will state such Seller is an equal opportunity employer.
4. Notices, advertisements, and solicitations places in accordance with Federal Law, rule, or regulation, shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Seller shall include those provisions of the foregoing paragraphs 2,3, and 4 in every subcontract or purchases over $10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller/Contractor:

Name of Seller

Address **City, State, ZIP**

Printed Name and Title of Authorized Representative

Signature of Authorized Representative **Date**

DISCLOSURES

Buy American Provision Certification

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

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

PROPOSER CERTIFICATION – COMPLIANCE WITH BUY AMERICAN PROVISION:

_____ YES, Vendor certifies products bid comply with the above

_____ NO, Vendor certifies not all products bid comply with the above

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

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

PROPOSER CERTIFICATION:

By signing below, the Proposer certifies compliance with the District's Buy American Provision:

_____ YES, I agree to the above _____ Initial

_____ NO, I do NOT agree to the above _____ Initial

DISCLOSURES

Buy American Waiver Exception List

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

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

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

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

PLEASE COMPLETE THE BUY AMERICAN DEVIATIONS ATTACHMENT IN THIS RFP.

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

DISCLOSURES | BUY AMERICAN DEVIATION FORM

Buy American Provision Exception Form

Required for compliance with Public Law 105-336 (Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998)

Instructions: School Food Authorities (SFAs) utilize this form to document required exceptions to the Buy American Provision (7 CFR 210.21(d)). Vendors/Distributors must complete this form in full for any non-domestic food or beverage product proposed within this Request for Proposal (RFP) packet. Failure to document non-domestic items may result in disqualification or administrative findings.

School Food Authority (SFA): _____

Vendor Name: _____

RFP/Bid Number: _____

Date Submitted: _____

Non-Domestic Item Description & Brand	Country of Origin	Exception Justification (Check One)	Documentation of Due Diligence & Domestic Alternatives Considered	Price Comparison (If Cost Driven)
Line Item #1		☐ **Nonavailability**: Not produced in US in sufficient/satisfactory quality. ☐ **Cost:** Domestic cost significantly higher	Identify US manufacturers/distributors contacted, alternative items evaluated, or seasonal limitations	Domestic Price $ _____ Foreign Price $ _____
Line Item #2		☐ **Nonavailability**: Not produced in US in sufficient/satisfactory quality. ☐ **Cost:** Domestic cost significantly higher	Identify US manufacturers/distributors contacted, alternative items evaluated, or seasonal limitations	Domestic Price $ _____ Foreign Price $ _____
Line Item #3		☐ **Nonavailability**: Not produced in US in sufficient/satisfactory quality. ☐ **Cost:** Domestic cost significantly higher	Identify US manufacturers/distributors contacted, alternative items evaluated, or seasonal limitations	Domestic Price $ _____ Foreign Price $ _____

Vendor Certification: By signing below, the vendor certifies that the market research and documentation provided above is true and accurate to the best of their knowledge.

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____

DISCLOSURES

Workers' Compensation Certification (Texas)

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL

Texas Labor Code § 406.096 requires workers' compensation coverage certifications for certain governmental building or construction contracts.

For an applicable public building or construction project, the contractor must certify in writing that workers' compensation insurance coverage is provided for each contractor employee working on the project.

Each subcontractor on an applicable public project must provide a corresponding coverage certificate to the general contractor.
The general contractor must provide each subcontractor certificate to COCISD.
The contractor must maintain required coverage for the duration of the applicable work and promptly notify COCISD of any cancellation or material change.

I certify that the company will comply with applicable Texas workers' compensation requirements before beginning and throughout the performance of covered work for COCISD.

PROPOSER CERTIFICATION:
By signing below, the Proposer certifies compliance with the District's applicable workers' compensation requirements:

_____ YES, I agree to the above _____ Initial

_____ NO, I do NOT agree to the above _____ Initial

For applicable building or construction work, this certification and any required subcontractor certificates must be provided to COCISD before covered work begins.

DISCLOSURES

Historically Underutilized Businesses (HUB) Minority and Women's Business Enterprise (MWBE); Small Business Enterprise (SBE) and Labor Surplus Area (LSA) Firm Participation

Per 2 CFR §200 321 contracting with MWBE, SBE, and LSA firms both as prime and subcontractors is encouraged:

1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
    a. Affirmative steps must include:
        i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises:
        iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
        v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
        vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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

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

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

_____ Minority Owned Business

_____ Women Owned Business

_____ Small Business

_____ Labor Surplus Area Firm

PROPOSER CERTIFICATION:
By signing below, the Proposer certifies compliance with the District's MWBE/SBE/LSA Participation:

_____ YES, I agree to the above _____ Initial

_____ NO, I do NOT agree to the above _____ Initial

DISCLOSURES

Iran Contracting Act: Certification of Eligibility to Proposal for Contracts of $1 Million or More

(Public Contract Code Sections § 2202 - 2208)

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

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

OPTION #1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed)	**Federal ID Number or N/A**
Printed Name	**Title**
Executed (City and State)	
Authorized Signature	**Date Executed**

OPTION #2 - EXEMPTION

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

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

COCISD reserves the right to verify vendor eligibility using the lists maintained by the Texas Comptroller and other applicable authorities.

Vendor Name/Financial Institution (Printed)	**Federal ID Number or N/A**
Printed Name	**Title**
Authorized Signature	**Date Executed**

SAFETY

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 reviewed by me and that the following information furnished is true to the best of my knowledge.

☐ **Publicly held corporation; reporting requirement does not apply.**

☐ **Not owned or operated by anyone convicted of a felony.**

☐ **Owned or operated by individual(s) convicted of a felony; details provided below.**

Company **Company Official**

Name(s) of Individual(s), if applicable

Details of Conviction(s)

Authorized Signature **Date**

SAFETY

Fingerprinting and DPS Process

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 COCISD 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.cocisd.org

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 COCISD *' Agreement for FACT and return the required paperwork that will be emailed to you, ll 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.

SAFETY

DPS CCH Verification

THIS FORM IS NOT TO BE USED AS A CONSENT/AUTHORIZATION FORM.
Agency to retain this CCH Verification Form for DPS auditing purposes.

DPS Computerized Criminal History (CCH) Verification Form

Section 1: Applicant must acknowledge the information in Section 1. Signature & date required.
Applicant Name (Print):

I acknowledge that a Computerized Criminal 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. Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411, Subchapter F https://statutes.capitol.texas.gov/.

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 Crime Records General Information | Department of Public Safety (texas.gov) 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. **Acknowledge by signing below.**

Applicant Signature:	Date:

Section 2: Agency use only. Must be completed by authorized personnel conducting search.
Agency Name:
Authorized User:
Signature of Authorized User:
Date of Name-Based CCH Search:

Section 3: Agency use only. CHRI Name Based Tracking information. Check all that apply.	
Purpose for CHRI Search.	☐ Applicant ☐ Volunteer ☐ Contractor ☐ Other:
Is any part of the Criminal History Record Information (CHRI) stored by agency?	Reminder: DPS does not recommend storing any part of CHRI. ☐ NO, CHRI is not stored by agency. ☐ YES, CHRI is stored by agency.
CHRI Retention Period	☐ Temporarily Only ☐ Annual ☐ None Stored/Saved ☐ Other:
CHRI Storage Method	☐ Physical/Printed (paper copy) ☐ Digital/Electronic (saved anywhere on device/computer)
CHRI Retention Purpose	Explain:
Date CHRI Destroyed	
Destruction Method	Explain:

CHRI + Audit Resources Link

Form provided by DPS Crime Records Division Audit & Training Unit for agency use.
Revised 8/02/2024

SAFETY

Criminal History Authorization 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:

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.

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.

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. | understand that the district is prohibited by Federal Regulations from providing me with a copy of my DPS criminal history record; however, | further understand that upon my request, the district may quote to me data from the report. Thereafter, | have the right to challenge the accuracy of my DPS criminal history record.

| understand the Information | 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

1. Have you ever used another name, including a maiden name? ☐ No ☐ Yes
   If yes, list: _____
2. Have you lived in another state (other than Texas) or country? ☐ No ☐ Yes
   If yes, list: _____
3. Have you been convicted of, pleaded guilty or no contest (nolo contendere) to, or received probation, suspension, or deferred adjudication for a felony or an offense involving moral turpitude, including theft, rape, murder, swindling, or indecency with a minor? ☐ No ☐ Yes (If yes, explain below)
4. Have you been convicted of a criminal offense in a country outside the jurisdiction of the United States? ☐ No ☐ Yes (If yes, explain below)

Last Name	**First Name/Middle Initial**	
Social Security Number	**Date of Birth**	
Place of Birth (City, County & State)	**Sex: Male/Female**	**Ethnicity**
Driver License Number/State	**Expiration Date**	
Other Names Used		
Other States or Countries of Residence		
Explanation of any applicable US Conviction		
Explanation of any applicable Foreign Conviction		
Printed Name	**Signature/Date**	

SAFETY

Certification of Criminal History Information

SUBMISSION BY CONTRACTOR OR SUBCONTRACTOR

Certifying Affidavit submitted to:

School District: **Coldspring-Oakhurst CISD**
Mailing Address : **PO Box 39**
Coldspring, TX 77331
Project/Agreement: _____

The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to **Coldspring-Oakhurst Consolidated Independent School District** (the "District") the following (please check the option that applies).

☐ Such firm has ensured that all employees of the contracting or subcontracting firm who:
1. have or will have continuing duties related to the contracted services, and
2. have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee) have submitted all information necessary for the LEE Fast Pass process, but such firm does not have access to the results of the criminal history search.

☐ If the public work involves an existing "instructional facility," as defined by Texas Education Code 46.001, such firm certifies that
1. the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
2. that the contractor has adopted a policy prohibiting employees, including subcontractor employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area. Such firm further certifies that it has an ongoing responsibility to make a reasonable effort to ensure that the aforementioned conditions/precautions continue to exist throughout the time that the contracted services are provided.

☐ No employees, including the undersigned, have or will have direct contact with students, as defined by Texas Administrative Code 153.1101(7).

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

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

Authorized Signature **Date**

Printed Name **Title**

SAFETY

Certification of Criminal History Information

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

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

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

Authorized Signature	**Date**
Printed Name	**Title**

SAFETY

Contractor's Criminal History Certification

Texas Education Code, Ch. 22, requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All 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 direct contact with students.

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

On behalf of _____("Contractor"), I certify that [check one]:

☐ None of Contractor's employees are *covered employees,* as defined above.

☐ Some or all of Contractor's employees are covered employees. If this box is selected, 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 conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
2. If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. 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.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Authorized Signature	**Date**
Printed Name	**Title**

FORM 1295

Certificate of Interested Parties

Complete the Texas Ethics Commission filing before submitting applicable contracts.

1	**File Online**	Complete Form 1295 through the Texas Ethics Commission filing system.
2	**Print the Filing**	Use the generated form containing the certification number.
3	**Complete the Declaration**	An authorized agent completes and signs the unsworn declaration.
4	**Submit to COCISD**	Attach the completed form and certification to the proposal or contract.

Online Filing Required

- The attached sample does not replace the electronic filing
- Use the Texas Ethics Commission filing system and follow the current Commission instructions
- 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 thirty (30) days after receipt.
- The owner cannot enter into a contract for this project unless the proposer submits a disclosure.

Texas Ethics Commission Filing System

FORM 1295 / INSTRUCTIONS

Form 1295 - Vendor Filing Instructions

Complete the Texas Ethics Commission filing before submitting applicable contracts.

1	**File Online**	Complete Form 1295 electronically. All vendors must complete it even when no interested parties exist.
2	**Print the Filing**	Print the completed form and verify that a computer-generated certification number appears in the “Office Use Only” box.
3	**Complete the Declaration**	An authorized agent completes and signs the unsworn declaration.
4	**Submit to COCISD**	Attach the completed form and certification to the proposal or contract.

Online Filing Required

The attached sample does not replace the electronic filing. Use the Texas Ethics Commission filing system and follow the current Commission instructions.

Texas Ethics Commission Filing System

FORM 1295

Form 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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 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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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

DISTRICT NOTICE | PROHIBITIONS AGAINST DEI ACTIVITIES

NOTICE TO EMPLOYEES, CONTRACTORS, VENDORS, and SERVICE PROVIDERS

DATE: **August 27, 2026**

TO: **All District Employees, Contractors, Independent Service Providers and Vendors**

FROM: **Office of the Superintendent**

SUBJECT: **Prohibitions against Discrimination and Diversity, Equity, and Inclusion (DEI) Activities**

This memorandum serves as notice to all employees, contractors, vendors, and service providers of the District of important changes in state law and District policy prohibiting the consideration of race, sex, color, or ethnicity in connection with District operations and decision-making. **All District employees, vendors, service providers, and contractors are required to review this memorandum in its entirety**, disseminate its contents to all personnel assigned to District accounts, and maintain operations in strict conformity with District policy. Execution of services under any current or future District agreement serves as an acknowledgment of, and consent to, these contractual conditions.

I. Discrimination Prohibited

The District prohibits discrimination on the basis of race, color, national origin, religion, sex, or disability.
Additionally, Texas Education Code Section 11.005 and District policy prohibit District employees, contractors, vendors, and service providers from performing, carrying out, or assigning certain responsibilities or job duties at, for, or on behalf of the District. This notice clarifies District policy prohibiting the consideration of race, sex, color, or ethnicity in District operations and decision-making. Consistent with Texas Education Code § 11.005, the District prohibits certain activities related to Diversity, Equity and Inclusion (DEI) initiatives. The District's policies may be accessed online at: https://pol.tasb.org/PolicyOnline?key=1049. Employees, contractors, vendors, and service providers are charged with complying with all District policies while providing services to the District.

II. Diversity, Equity, and Inclusion Duties Defined

Diversity, equity, and inclusion ("DEI") duties prohibited by District policy are any action, role, or practice that involves the following:

1. **Influencing Employment Practices:** Any effort designed to influence hiring, recruitment, promotion, or general employment practices with respect to race, sex, color or ethnicity, unless strictly necessary to maintain compliance with established state or federal antidiscrimination statutes.
2. **Promoting Differential Treatment:** Proactively promoting differential treatment of individuals, or providing special or exclusive benefits to individuals, solely on the basis of race, color, or ethnicity.
3. **Developing Protected-Class Programming:** Developing, implementing, structuring, or delivering policies, operating procedures, professional trainings, educational activities, or instructional programs that reference race, color, ethnicity, gender identity, or sexual orientation. Exceptions exist for student recruitment collaborations involving historically black colleges and universities, or as otherwise mandated by state or federal law.
4. **Compelling DEI Statements:** Compelling, requiring, inducing, or soliciting any prospective or current employee, contractor, service provider or vendor to submit a diversity, equity, and inclusion statement, or granting preferential consideration or advantage to any individual based on the provision or substance of such a statement.

III. District Policies

The following District policies are of particular importance in regulating the District's prohibition against DEI duties:

1. **Board Policy BT (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BT#legalTabContent
Provides that, except as explicitly required by state or federal law, the District shall not assign DEI duties to any person and must proactively prohibit independent contractors from engaging in such activities.

DISTRICT NOTICE | PROHIBITIONS AGAINST DEI ACTIVITIES

2. **Board Policy CJ (LEGAL) and (LOCAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#legalTabContent
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#localTabContent
These policies govern contracted services and provide that a District contract is subject to termination if a contractor or vendor intentionally or knowingly engages in DEI duties or assigns such duties to another individual. It further establishes the appeal process through which an affected contractor may appeal an adverse contract action.

3. **Board Policy DH (LOCAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DH#localTabContent
Outlines employee standards of conduct, including the prohibition against engaging in or delegating to another DEI duties.

4. **Board Policy BJA (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BJA#legalTabContent
Requiring the Superintendent to certify to the Commissioner of Education the District's compliance with TEC Sections 39.008, 11.005 and 28.0022.

5. **Board Policy CMD (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CMD#legalTabContent
Regarding the acquisition of instructional materials.

5. **Board Policy DF (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DF#legalTabContent
Providing for the appropriate discipline, including termination, of a District employee or contractor who intentionally or knowingly engages in or assigns to another person prohibited diversity, equity, and inclusion duties.

7. **Board Policy DG (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DG#legalTabContent
Providing that a teacher may not be compelled to discuss a widely debated and currently controversial issue of public policy or social affairs.
nonrenewal.

8. Board Policy BJCF (LOCAL):
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BJCF#localTabContent
Providing violation of the District's prohibition against engaging in or delegating to another DEI duties is a ground for Superintendent contract nonrenewal.

9. **Board Policy EMB (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=EMB#legalTabContent
Addressing the teaching of controversial topics, and prohibiting instruction, guidance, activities, or programming regarding sexual orientation and gender identity to students.

10. **Board Policy CDC(LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CDC#legalTabContent
Addressing legal restrictions governing private funding, donations, and grant monies.

11. **Board Policy DFBB (LOCAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DFBB#localTabContent
Addressing Diversity, Equity, and Inclusion (DEI) under Reason #35 for the proposed nonrenewal of a term contract.

12. **FOA(LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=FOA#legalTabContent
Regarding discretionary removal of a student from class: That authority is subject to state restrictions on teaching and discussing certain debated, controversial, or race/gender-related concepts under Texas Education Code 28.022.

IV. Consequences for Violation of Policies

Employees and District contractors are on notice that violation of these District policies may result in disciplinary action, up to and including termination of employees, or termination of third-party contracts with vendors and service providers:

- **Mandatory Termination of Contracts:** Policy CJ (LOCAL) https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#localTabContent provides that any intentional or knowing violation of these prohibitions constitutes a material breach of contract. If the District determines through administrative review or inquiry that a contractor has intentionally or knowingly engaged in DEI duties, assigned DEI duties to another individual, or conducted prohibited instruction or guidance, the violation shall result in the termination of the contract. Penalties for violating the District's policies apply to all contractors, vendors and service providers, regardless of whether the prohibited act was committed by an executive officer, a staff employee, or a third-party agent acting on behalf of the contracting entity.

- **Employee Discipline:** Employees who violate the District's policies and standards of professional conduct may be subject to discipline, up to and including possible termination of employment.

V. Certain Practices Exempted

Policy BT (LEGAL) https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BT#legalTabContent explicitly clarifies that these prohibitions do not apply to, restrict, or modify several cores educational and commercial functions. Contractors and employees may safely engage in the following activities without violating the District's anti-discrimination policies:

1. **Historically Underutilized Businesses (HUBs):** The policy does not limit or prohibit the District from actively contracting with historically underutilized businesses in accordance with applicable Texas procurement statutes.
2. **Commemorative and Holiday Instruction:** Contractors may acknowledge, reference, or teach the historic significance of state and federal holidays, or celebrate federally designated commemorative months, provided the curriculum aligns with the Texas Essential Knowledge and Skills (TEKS) frameworks.
3. **Constitutional Protections:** Nothing in these guidelines shall be construed to infringe upon or affect a student's core constitutional rights under the First Amendment to the United States Constitution or Article I, Section 8, of the Texas Constitution.
   Academic Achievement and Data Reporting: Data collection, standard monitoring, or state reporting are not impacted by the District's policies. Practices, procedures, or programs designed to eliminate unlawful discriminatory patterns, address academic achievement gaps, or enhance postgraduate student success is not impacted by these policies. These programs are structured and implemented entirely without regard to race, sex, color, or ethnicity.

Thank you for your attention to these important policy changes. Anyone wishing to receive a printed copy of any or all of the policies referenced in this memorandum may access the policies from the District's online policy manual https://pol.tasb.org/PolicyOnline?key=1049 or by contacting Cindy Elliott, Executive Assistant to the Superintendent, at celliott@cocisd.org or 936.653.1114.

Dr. Bryan T. Taulton

Dr. Bryan T. Taulton

Superintendent of Schools

REFERENCE

Resources

Use these links for the online resources referenced throughout the packet.

COCISD

District Website	https://www.cocisd.org/
Vendor Packets and Forms	https://www.cocisd.org/departments/business-office/purchasing-procedures-coops/vendor-packets-forms
COCISD Policy Manual	https://pol.tasb.org/PolicyOnline?key=1049

Federal and State Forms

IRS Form W-9	https://www.irs.gov/FormW9
Texas Ethics Commission Form 1295 Filing	https://www.ethics.state.tx.us/File
Texas Ethics Commission Form 1295 Information	https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
Texas Ethics Commission Form 1295 FAQ	https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Background Checks

IdentoGO Enrollment and Scheduling	https://uenroll.identogo.com/
Texas DPS Crime Records	https://www.dps.texas.gov/section/crime-records

Policies Cited in the District Notice

BT (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BT#legalTabContent
CJ (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#legalTabContent
CJ (Local)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#localTabContent
DH (Local)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DH#localTabContent
BJA (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BJA#legalTabContent
CMD (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CMD#legalTabContent
DF (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DF#legalTabContent
DG (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DG#legalTabContent
BJCF (Local)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BJCF#localTabContent
EMB (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=EMB#legalTabContent
CDC (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CDC#legalTabContent
DFBB (Local)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DFBB#localTabContent
FOA (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=FOA#legalTabContent