REQUEST FOR QUALIFICATIONS
RFQ-1226-AOREHP

BID ITEM & DESCRIPTION: Agent of record for employee health, pharmaceutical, stop loss, and all voluntary product including but not limited to dental, vision, disability, group life insurance, accident insurance, critical illness/cancer insurance, hospital indemnity insurance, universal life insurance, whole life insurance, flexible spending account, and dependent care

BID DEADLINE: Thursday, December 03, 2026
3:00 p.m. (CST)

San Benito Consolidated Independent School District (SBCISD) is interested in purchasing the above item. The qualifications will be received at **San Benito Consolidated Independent School District, ATTN: Superintendent's Office, 240 N. Crockett Street, San Benito, Texas 78586,** where they will be opened.

Interested bidders may obtain specifications and information for bidding by contacting **Eddie Cavazos, Purchasing Director, SBCISD, 240 North Crockett Street, San Benito, Texas 78586**, **email jecavazos@sbcisd.net telephone number (956) 361-6390 or at www.sbcisd.net**

Ida Ambriz
Assistant Superintendent of Finance & Operations
San Benito CISD

INVITATION FOR REQUEST FOR QUALIFICATIONS
RFQ-1226-AOREHP

AGENT OF RECORD FOR EMPLOYEE HEALTH, PHARMACEUTICAL, STOP LOSS, AND ALL VOLUNTARY PRODUCTS INCLUDING BUT NOT LIMITED TO DENTAL, VISION, DISABILITY, GROUP LIFE INSURANCE, ACCIDENT INSURANCE, CRITICAL ILLNESS/CANCER INSURANCE, HOSPITAL INDEMNITY INSURANCE, UNIVERSAL LIFE INSURANCE, WHOLE LIFE INSURANCE, FLEXIBLE SPENDING ACCOUNT, AND DEPENDENT CARE

DUE DATE: December 03, 2026 AT 3:00 P.M. (CST)

Notice to Respondents

Purpose

The purpose of this request for qualifications to solicit and select a licensed independent insurance Agent (hereinafter referred to as Agent) to act as the representative of San Benito Consolidated Independent School District for employee health, pharmaceutical, stop loss, vision, dental, disability, group life insurance, accident insurance, critical illness/cancer insurance, hospital indemnity insurance, universal life insurance, whole life insurance, flexible spending account, and dependent care.

The Agent shall effect the most advantageous placement of insurance coverage including but not limited to the terms and conditions of coverage, continuity and cost. In addition, the Agent must be capable of providing a full range of value-added services, including but not limited to, those outlined in the Scope of Services section.

Please submit one (1) original, ten (10) copies, and one electronic copy via a thumb or flash drive. Properly sealed and marked Request for Qualifications shall be received no later than the date and time state above at the San Benito Consolidated Independent School District. Mail or deliver packets to: **San Benito Consolidated Independent School District, Attn: Superintendent's Office, 240 N. Crockett Street, San Benito, TX 78586 on or before December 03, 2026 at 3:00 p.m. CST.**

Interested bidders may obtain specifications and information for bidding by contacting Eddie **Cavazos, Purchasing Director, SBCISD, 240 North Crockett Street, San Benito, Texas 78586**, **email: jecavazos@sbcisd.net, telephone number (956) 361-6390 or at www.sbcisd.net**

Proposals submitted must be sealed and plainly marked with the Submitter's Name, Address, City, State, and Zip Code, RFQ NUMBER, Opening Date and Time. Any submittal received later than the specified date and time will be disqualified. **FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.** The District reserves the right to refuse or reject any and/or all submittals for any reason or for no reason whatsoever.

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PART I
General Information

General Information

Scope of Services

The services detailed below are those services expected to be provided by the Agent pertaining to Employee Health, Pharmaceutical, Stop Loss, and All Voluntary Products Including but Not Limited to Dental, Vision, Disability, Group Life Insurance, Accident Insurance, Critical Illness/Cancer Insurance, Hospital Indemnity Insurance, Universal Life Insurance, Whole Life Insurance, Flexible Spending Account, and Dependent Care. Actual work will be directed by The San Benito Consolidated Independent School District and may involve other services that are not listed below.

1. Conduct strategic planning meetings to establish goals, priorities and identify areas of concern.
2. Financial underwriting and claims analysis, including renewal analysis and negotiations, budget projections.
3. Evaluate plan design in light of industry trends, the Affordable Care Act (or replacement) and labor market conditions, claims cost trends, alternative delivery systems and legal requirements. Evaluate eligibility, cost-sharing and benefit structure and network savings. Evaluate direct provider contracts and Cost Plus, Reference Based Pricing models.
4. Apprise the San Benito Consolidated Independent School District of local and national trends and innovative ideas, and recommend new products, programs and services to ensure a competitive benefits plan.
5. Review and analyze claims experience data, claims service, efficiency and accuracy of claims administration to ensure that the San Benito Consolidated Independent School District is receiving optimum service and benefits from all carriers and vendors.
6. Review on-going employee communications program, including a review of booklets, announcement materials and benefit statements.
7. Manage carrier/vendor relationships, review and advice on master contracts, review carrier service levels and compare to performance guarantees, resolve administrative issues, conduct periodic meetings as necessary.
8. Assist in COBRA, HIPAA, DOL, and ERISA compliance and reporting to include Summary Plan Descriptions and other Plan Documents.
9. Evaluate in-house administration procedures including recommendations for improving services and efficiency through the use of technology.
10. Provide Employee Health, Pharmaceutical, Stop Loss, and All Voluntary Products Including but Not Limited to Dental, Vision, Disability, Group Life Insurance, Accident Insurance, Critical Illness/Cancer Insurance, Hospital Indemnity Insurance, Universal Life Insurance, Whole Life Insurance, Flexible Spending Account, and Dependent Care enrollment services and provide the San Benito Consolidated Independent School District with all enrollment information in electronic form to expedite employee deduction procedures.
11. Agree to pay TPA reconciliation services.

Submittal Instructions

All Proposals submitted by the Agent ***must*** be presented in the format provided below and must clearly show Agent's response in the appropriate designated section. Failure to follow this directive will cause your submission to be deemed unresponsive and it will be rejected from any further consideration.

All submittals must include the following requested order in the appropriate sections as defined below:

Section I - Introduction

Company Information

1. Name of the proposed firm and name of the representative submitting the proposal. Include all contact information.
2. Provide an overview of your firm and its ownership/organizational structure, philosophy/culture and number of employees.
3. Describe, if applicable, how your firm is functionally tied to any insurer or provider of service and how that relationship may influence your ability to provide Agent services to the San Benito Consolidated Independent School District.
4. Identify members of your staff that would be assigned to this contract and provide a summary of their qualifications, percentage of their time you anticipate they would be dedicating to this contract and their availability to travel to the San Benito Consolidated Independent School District and/or other locations.

Section II - Company Expertise/Experience

Describe your firm's expertise in each of the following areas

1. Health and Welfare
2. Legal Counsel/Compliance
3. Benchmarking
4. Actuarial/Underwriting
5. Research and Technical Services
6. Benefits Administration
7. Benefits Communication

Marketplace Position

1. Describe your firm's marketplace leverage in negotiating with carriers in regard to rates, policy terms and plan design.
2. Describe your view of the role of an Agent in this type of relationship and what differentiates your firm from other firms.
3. Identify a minimum of three (3) other accounts with a similar demographic make-up as San Benito Consolidated Independent School District for which you are presently serving as Agent which can serve as a reference for your service.

If a flat cost is imposed, Insurance Carrier and Health Plan Selection Process

1. Describe how your firm would handle the selection of insurance carriers and other service providers for the San Benito Consolidated Independent School District.
2. Describe your firm's consulting approach for bidding and selecting the most appropriate health plan alternative.

Description of Agent Services and Ability

1. Describe the process your firm utilizes to manage and administer the enrollment process of a benefit package of our size throughout a contract year.
2. If a flat cost is imposed, what strategy does your firm utilize to manage and forecast a benefit package over a 2-3-year period?
3. Describe all services your firm/agency will offer.
4. What type of performance measures would your firm use to evaluate customer service and San Benito Consolidated Independent School District employee satisfaction? Are you willing to provide performance guarantees to the San Benito Consolidated Independent School District for your services?
5. Describe your procedure for dealing with employee inquiries.
6. Do you offer assistance with claims and/or coverage questions?
7. Describe the action that would be taken, the support provided, and the personnel who would be involved in investigating and settling a disputed claim.
8. Describe the steps you anticipate will be needed to ensure a smooth transition if you are selected as the new Agent of Record.
9. Describe past experience in assisting plan sponsors in direct contracting with health care providers, with underwriting results for a period no less than three years ending 2025.

Section III - Cost

Compensation

1. Provide a description of the compensation structure proposed by the firm. The description shall include all bases for remuneration proposed by the firm, i.e., fixed cost (fee) or commission, other.

Fee Structure

1. Describe all available fee structures offered by your firm; including travel charges and any other cost that may be passed on to the San Benito Consolidated Independent School District.

Section IV - Overview of Current Insurance Programs

The following is provided as Agent information only. This is a general overview of the San Benito Consolidated Independent School District current employee benefits program. This information is to be used in the preparation of your proposal only.

Type of Coverage	Carrier
Medical	BCBS
Pharmacy	Serve You RX
Stop Loss	Liberty Mutual
Vision	MetLife
Disability	New York Disability
Dental	MetLife
Group Life	MetLife
Accident	MetLife
Critical Illness/Cancer	MetLife
Hospital Indemnity	MetLife
Universal Life Insurance	Texas Republic
Cancer	Colonial
Flexible Spending Account	David K Young
Dependent Care	David K Young

Section V - Evaluation Criteria

The proposals received will be evaluated, scored, and ranked by the Board of Trustees and will use, but not limited to, the following criteria:

No.	Evaluation Criteria
1.	The purchase price – **Cost of services-50 Points**
2.	Reputation of the vendor and of the vendor's goods or services –**References-10 Points**
3.	The quality of the vendor's goods or services.-**10 Points**
4.	The extent to which the goods or services meet the district's needs.-**10 Points**
5.	The vendors past relationship with the district **-A listing of previous projects with the district.-5 Points**

6.	The total long-term cost to the district to acquire the vendor's goods or services -**Financial statement-5 Points**
7.	The impact on the ability of the District to comply with the laws and rules relating to Historically Underutilized Business-**HUB certification form.-5 Points**
8.	Vendor's ultimate parent company or majority owner; has its principal place of business in the state; or employs at least 500 persons in this state(location).-**3 Points**
9.	Any other relevant factor specifically listed in the Request for Proposal.-**2 Points**

Section VI - Final Evaluation and Selection

Based on a review of the written response, the San Benito Consolidated Independent School District's Board of Trustees will make a selection based on the Board's evaluation of the proposals in light of the scoring criteria and ranking of proposals. The Board of Trustees requires anyone submitting a proposal for Insurance Agent of Record to make an oral presentation at the Administrative Committee Meeting or at a Regular Board Meeting at 240 North Crockett Street, San Benito, Texas. The date for said meeting is to be determined.

Section VII - Submittal Timetable

The timetable below sets forth the expected due dates for each event regarding this Request for Qualifications process and our selection of the successful Agent.

Proposals Due	**December 03, 2026 3:00 p.m. CST**
Final Selection and Award	**TBD**

Section VIII - Proposal Due Date and Contact Information

Mail or deliver submittals to: San Benito Consolidated Independent School District, Attn: Superintendent's Office, 240 N. Crockett Street, San Benito, TX 78586 on or before December 03, 2026 at 3:00 p.m. CST.

Interested bidders may obtain specifications and information for bidding by contacting **Eddie Cavazos, Purchasing Director, SBCISD, 240 North Crockett Street, San Benito, Texas 78586**, **email: jecavazos@sbcisd.net, telephone number (956) 361-6390 or at www.sbcisd.net**

Proposals submitted must be sealed and plainly marked with the Submitter's Name, Address, City, State, and Zip Code, RFQ NUMBER, Opening Date and Time.

Any submittal received later than the specified date and time will be disqualified. **FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED**. The District reserves the right to refuse or reject any and/or all submittals for any reason or for no reason whatsoever.

Questions regarding this RFQ may be directed to Mr. Eddie Cavazos by email to jecavazos@sbcisd.net

Thank you for your review, consideration, and reply to this RFQ for Insurance Agent of Record for the San Benito Consolidated Independent School District.

PART II
General Terms and Conditions

(The supplemental and/or special terms and conditions will supersede the general terms and conditions.

The word "RFQ" may be substituted for "proposal" and/or "bid" throughout this document.)

GENERAL TERMS AND CONDITIONS

1. **TAX EXEMPT:** San Benito Consolidated Independent School District hereby claims an exception from the payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas for the purchase of tangible personal property described on the face hereto and purchased from the vendor shown and is exempt from all taxes. San Benito Consolidated Independent School District is a political subdivision of the State. Tax Identification Number is 74-6002224.

2. **APPLICABILITY:** These terms and conditions are applicable to and form a part of all contract documents, including purchase orders.

3. **GOVERNING LAW:** The parties agree that the laws of the State of Texas and Cameron County shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from this quotation and/or bid offer. The parties agree that venue for any dispute affecting this Agreement or the obligations thereunder shall be in Cameron County, TX.

4. **APPROPRIATED FUNDS:** For any fiscal year beginning July 1st, the District's obligation under any purchase order, contract or service agreement is contingent upon the availability of appropriated funds from which payment for purchase orders, contracts or service agreements can be made. No legal liability on the part of the District nor any payment or continuation of any agreement may arise until funds are made available to the District for this purchase order, contract, or service agreement and until vendor receives notice of such availability.

5. **VENDOR RESPONSIBILITY:** The District will not be responsible for any material being delivered or services performed without a purchase order signed by the Purchasing Agent or an authorized representative of the District.

6. **FORM:** Quotations must be submitted on the form provided only. Proposals/ Bids not submitted on District's proposal/bid forms will be rejected.

7. **PROPOSAL/BID RETURN:** The Request for Qualifications submitted must be sealed and plainly marked with the Submitter's Name, Address, City, State, and Zip Code, RFQ NUMBER, Opening Date and Time in an envelope clearly marked on the (outside) front with (big bold letters). Address to Superintendent's Office, San Benito Consolidated I.S.D. 240 N. Crockett Street, San Benito, Texas 78586.

8. **LATE PROPOSALS/BIDS:** Proposals must be in the designated office prior to the closing date and time. NO LATE PROPOSALS/BIDS WILL BE ACCEPTED.

Proposals/Bids received after the time and date specified will not be considered and shall be returned to the vendor unopened.

9. **ACCEPTANCE:** San Benito Consolidated I.S.D. reserves the right to reject any and /or all proposals /bids and to make awards on the individual items as they may appear to be most advantageous to the District and to waive all formalities in the proposal/bid process.

10. **ERROR / QUANTITY:** Proposals/bids must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit prices shall govern. Any suggestions as to quantity, to secure a better price, are welcome.

11. **FIRM PRICES:** Proposal/bid prices must be for a minimum of 90 days from the date of the proposal/bid closing. In case of Annual Contract Request for Quotations, the price must remain firm for the period as specified on the proposal/bid. "Discount from List" proposal/bid is not acceptable unless specifically requested.

12. **AUTHORIZED SIGNATURE:** Proposals/bids **MUST** show full firm name and address of the vendor and be manually signed. Failure to do so will disqualify proposal/bid Person signing proposal/bid must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT.

13. **WITHDRAWAL / ALTERATION OF BIDS:** Proposals/bids CANNOT be altered or amended after opening of the proposal. No proposal/bid may be withdrawn after opening without acceptable reason in writing and with the approval of the Chief Financial Officer.

14. **INVOICES**: Invoices and statements shall be sent directly to the San Benito Consolidated I.S.D. Business Office, 240 N. Crockett Street, San Benito, Texas 78586. Payments are processed according to the Vernon's Texas Civil Statues, Article 601f, the Prompt Payment Act, and after the business office has been notified that the items have been received in good condition and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the San Benito Consolidated I.S.D. purchase order number.

15. **INSURANCE:** If insurance and /or workers' compensation are required by the School for said proposal/bid item(s), proof of insurance and /or workers' compensation should be submitted with the proposal/bid. The School District reserves the rights to review all insurance policies pertaining to proposal/bid item(s) to guarantee that the proper coverage is obtained by the vendor.

16. **SPECIFICATIONS/ REQUIREMENTS:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. If other than specified brands

of items are offered, please complete (DEVIATIONS FORM) and include specifications, illustrations and complete descriptive literature must be submitted with proposal/bid unless previously filed with the District. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities.

17. **WARRANTY/MAINTENANCE AGREEMENT:** Any information regarding warranties and/or maintenance agreements pertaining to said proposal/bid items) are to be included in the proposal/bid.

18. **INVOICING REQUIREMENTS**: All invoices shall include the following: Purchase Order Number; Invoice Date; Name of Company; Brief description of the item; quantity; unit price; extended price; complete mailing address and telephone number; any other substantiating documentation or information as required by the purchase order.

19. **PURCHASE ORDER NUMBERS:** The Purchase Order Number must be included on all invoices, packing slips, etc. Prices listed on invoice(s) must agree with signed bid document submitted by company.

20. **PATENT RIGHTS:** The vendor agrees to protect the School District from any claim involving patent right infringement of copyrights on goods supplied.

21. **NO PROPOSAL/BID:** Quotation forms must be returned at once if vendor is unable to quote.

22. **PROPOSAL/BID EVALUATION:** All proposals/bids are evaluated for compliance with specifications before the proposed price is considered. Response to specifications is primary in determining the best low proposal.

23. **SAMPLES:** Samples when required for submission shall be delivered to the attention of the Purchasing Director or designated representative to 240 N. Crockett Street, San Benito, Texas 78586. Each sample MUST be clearly tagged showing the vendor name, address, product item number, and also must reference the Bid /RFQ number if applicable, for which submitted. The District shall be the sole authority in evaluating and determining the suitability of all items. If requested, sample items shall be returned to the supplier. Supplier shall arrange and provide return transportation and prepay or accept return shipment, freight collect. Samples must be delivered free of charge, and those carelessly soiled in the process or spoiled by examination or testing will not be paid for by San Benito Consolidated Independent School District. The school district reserves the right to destroy samples when it is considered necessary for the purpose of testing. Samples not mutilated or destroyed will be returned to the bidder at their expense, if such return is requested.

    1. if applicable to this bid/RFQ: for a contract for goods and services, other than goods and services related to telecommunications and information services, building

construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

a. has its principal place of business in this state; or
b. employs at least 500 persons in this state; and
c. any other relevant factor specifically listed in the request for bids or proposals

24. **PROPOSAL VALIDITY PERIOD**: Unless specifically noted as an exception, proposals must be valid for acceptance for a minimum of ninety (90) days from the bid opening date, and pricing must be firm through delivery.

25. **NON-EXCLUSIVE AWARD:** Except as noted in SPECIAL TERMS AND CONDITIONS, proposal award(s) resulting from this request is (are) **NOT EXCLUSIVE AGREEMENTS** to purchase. The District reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the District, are necessary and in the best interest of the District.

26. **EXCEPTIONS:** Any exceptions taken to the terms and conditions of this proposal request must be clearly stated, in writing, and MUST BE LISTED ON THE DEVIATION FORM.

27. **DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:**

RIGHT OF AWARD - The DISTRICT reserves the right to award as is in its best interest and may therefore choose items from different vendors. The DISTRICT may negotiate with the top three proposers. A written Notice of Award letter will be sent to the awarded vendor(s). The District may either enter into a contract with the vendor(s) or the award letter followed by a purchase order to the successful bidder(s) may result in a binding contract without further action by either party.

RIGHT TO REJECT PROPOSALS - The DISTRICT reserves the right to reject any and all proposals, waive all irregularities, and to choose the most advantageous price for each item.

RIGHT TO HOLD PROPOSALS - The DISTRICT reserves the right to hold proposals for 90 days before awarding the contract.

RIGHT TO INCREASE OR DECREASE QUANTITIES - The quantities required are substantially correct, but the DISTRICT reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the District. The District also reserves the right to decrease quantities during the period the bid/proposal is guaranteed to be firm. Items are to be ordered "as needed" over the estimated contract period.

RIGHT TO EXTEND AWARDED CONTRACT – The DISTRICT and the vendor may mutually agree to extend the contract on a monthly basis, or other agreed upon period, if needed.

RIGHT TO AMEND RFQ/RFP/CSP/SOQ - The DISTRICT reserves the right to amend the RFQ prior to bid opening date. The DISTRICT may also consider and accept an alternate proposal as provided herein when most advantageous to the DISTRICT.

RIGHT OF NEGOTIATIONS – The DISTRICT reserves the right to conduct discussions and negotiate.

28. **LIST PRICE OR DISCOUNT PERCENT:** For list price proposals, the price shall be fixed for the entire contract period. For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages shall be for the contract period specified. If the per-unit price will fluctuate at the quarterly intervals, proposer must disclose the maximum increases being proposed.

29. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Federal Government requires that the District obtain current and accurate Material Safety Data Sheets for each product which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The vendor must furnish these sheets on all applicable items with the initial delivery of each item to each delivery location and/or warehouse.

30. **ASBESTOS OR PCB'S:** No asbestos in any form or PCB's may be used in the manufacture or processing of any product purchased by this school district. If any product called for by name in this specification should contain any asbestos material or PCB's, the supplier must notify the Purchasing Agent immediately for the name of a suitable substitute asbestos free product.

31. **VENUE:** It is understood and agreed that nothing in these General Conditions shall be construed as an agreement by which the undersigned parties are waiving any statutory defenses or immunities to which they may be entitled, nor is it to be construed as an agreement to indemnify against claims or causes of action prohibited by law or which are precluded or limited by the Texas Tort Claims Act or any other local, state or federal laws. It is further understood and agreed that this agreement shall be construed and interpreted pursuant to Texas law, and venue of any causes of action or disputes arising from the terms or agreements contained herein shall be in a court of competent jurisdiction in Cameron County, Texas.

32. **WHEN TO COMMENCE:** The vendor shall begin his work upon receipt of a purchase order and/or written notice from the District.

33. **PROGRESS REPORTS:** When applicable and as requested by the District, successful Vendors will provide regular periodic detailed forecasts and progress reports to

include unpriced copies of purchase orders to sub-suppliers for materials, equipment and/or services covered by the terms and conditions of this proposal request or any purchase order arising therefrom

34. **CERTIFICATIONS:** VENDOR INFORMATION SHEET/NOTICE OF NO SUBMISSION, FELONY CONVICTION NOTIFICATION CERTIFICATE, NON-COLLUSIVE PROPOSAL CERTIFICATE, REFERENCES, CLEAN AIR AND WATER ACT, U.S DEPARTMENT OF AGRICULTURE, DEBARMENT AND SUSPENSION, and DEVIATION FORM are required submissions by all Vendors. Failure to complete and submit all of these documents shall make the vendor's submission subject to less favorable consideration or disqualification.

35. **PLEASE NOTE CAREFULLY:** In quoting, give complete information in space(s) provided, otherwise your quotation and/or bid offer may be given NO CONSIDERATION. Failure to manually sign bid will disqualify bid. Person signing bid should show title and authority to bind their firm to a contract. Obligations assumed by such signature must be fulfilled.

36. **INDEMNIFICATION:** The Contractor(s) hereby agrees to indemnify and save harmless San Benito Consolidated ISD, its Board and all employees from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action of any and every nature whatsoever, arising out of, resulting from, or in any manner connected with or concerning the performance, of the work hereunder, and the contractor hereby agrees to defend any and all such actions brought against San Benito Consolidated ISD for any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by San Benito Consolidated ISD, and/or by reason of any such suit or suits.

37. **CANCELLATION:** Cancellation of this contract may take place if any of the following conditions are observed:

    a. The Successful vendor proceeds in a manner that does not comply with the contract.
    b. The Successful vendor does not carry out the provisions of this contract in its true intent and meaning as indicated in the scope of work. Prior to contract cancellation.
    c. The Successful Vendor will be served written notice to provide satisfactory compliance with the contract without penalty.
    d. If the Successful Vendor neglects or refuses to follow such notice within thirty (30) days, the District may cancel the contract and Successful Vendor may be held liable for any loss or expense sustained by the District as a result of Successful Vendor's failure to conform to this contract. If at any time during the term of the contract it is cancelled, the District reserves the right to offer award of the remainder of the contract to the next lowest qualified Vendor(s) meeting specifications.
    e. The successful vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such

right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have lawfully or in equity.

f. The District providing a 30 day notice, if District determines it is in the best interest of the District.

38. **NON APPROPIATION CLAUSE:** Renewal of multi-year contracts will be in accordance with Local Government Code 271.903. San Benito Consolidated Independent School District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

39. **HARMLESS FROM NEGLIGENCE CLAUSE:** It is understood and agreed that Vendor shall indemnify and hold SBCISD harmless from all claims for negligence, gross negligence, violations of civil rights, and intentional torts resulting directly or indirectly from vendor's products and/or performance.

40. **COMPLIANCE OF FEDERAL, STATE & LOCAL STATUES:** It is understood and agreed that in providing SBCISD any service under any Agreement, Vendor shall observe and comply with all applicable federal, state, and local statutes, ordinances, rules and regulations.

41. **PERFORMANCE AS INDEPENDENT CONTRACT:** It is understood and agreed that Vendor shall perform the services under this Agreement in accordance with generally accepted standards applicable thereto. It is further understood and agreed that Vendor shall perform hereunder as an independent contractor under the sole supervision, management, direction, and control of Vendor. It is further understood and agreed that SBCISD shall look to Vendor for results only. It is further understood and agreed that Vendor's personnel and staff are employees of Vendor and shall not for any purposes be considered employees or agents of SBCISD.

42. **INVALID, VOID OR UNENFORCEABLE:** It is understood and agreed that if any provision, section, subsection, paragraph, sentence, clause or phrase of these General Conditions, or the application of same to any person or set of circumstances, is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions continue in full force and effect.

43. **EXTENSION CLAUSE:** This contract may be renewed for (3) three additional years if in the best interest of San Benito Consolidated Independent School District and mutually agree with no increases in cost, except that incurred for the growth of district.

44. **DISTRICT OPTIONS:** The District reserves the right to cancel a contract with thirty (30) days written notice if the vendor's products and/or services do not perform satisfactorily and/or in accordance with the contractual terms, or in cases of unacceptable price escalation or if the District determines it is not in the best interest of the District to continue with services.

45. **MANUFACTURER'S REFERENCE OR BRAND NAMES:** Manufacturer's reference or brand name used in this bid request is descriptive not restrictive. It is intended to indicate type, function, minimum standard of design, efficiency and quality desired. Bidders shall indicate the manufacturer's brand, product number, and catalog number of the item (along with the page number it can be found on) that is being bid.

46. **PRICING DISCREPANCIES:** Sums of money shall be indicated both by Unit Price and Total Extended Amount. In case of discrepancy, the Unit Price will govern.

47. **PLEASE NOTE CAREFULLY**: Bids submitted must be sealed and plainly marked with the Bidder's Name, Address, City, State, and Zip Code, BID NUMBER, Opening Date and Time. Faxed Bids will not meet this requirement and will NOT be accepted

48. **LATE BID:** Bids received later than the time and date specified, whether delivered in person or mailed, shall be returned unopened.

49. **BID SUBMISSION:** ALL BIDS SHALL BE DEEMED FINAL, CONCLUSIVE, AND IRREVOCABLE. NO BIDS SHALL BE SUBJECT TO CORRECTION OR AMENDMENT FOR ERRORS OR MISCALCULATIONS BY THE BIDDER. ANY SPECIAL CONDITIONS OR QUALIFICATIONS CONCERNING PRICE, DELIVERY, ETC. OF BID ITEMS MUST BE NOTED ON THE DEVIATION FORM

50. **RIGHTS OF THE DISTRICT:** San Benito Consolidated Independent School District reserves the right to accept or reject any or all quotations and/or bids, and waive all informalities and irregularities and to accept or reject each item separately or as a whole, whatever is deemed most advantageous to the District. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any offer. By submitting a bid, the vendor agrees to waive any claim that it might have against the District regarding any claim made in connection with the administration, evaluation, or recommendation of any bid.

It is understood and agreed that any modification or amendment to this agreement by either party shall be done in writing and shall be signed by both parties.

I have read these standard terms and conditions and fully understand them, and will fully execute them, if I am awarded this proposal.

_____	_____
Print-Type Name of Company Officer	Title
_____	_____
Signature	Company Name
_____	_____
Address	City, State, Zip Code
_____	_____
Telephone No. Fax No.	Date
_____	
Email Address:	

PART III
DISTRICT FORMS

CHECKLIST

Please answer the following questions. (Use check marks)		Yes	No
1.	Have you read the SBCISD Standard Terms and Conditions attached and agreed to abide by these?	☐	☐
2.	Did you fill out and sign the Deviation Form?	☐	☐
3.	Did you fill out and sign a Felony Conviction Notification?	☐	☐
4.	Did you fill out and sign the Non -Collusive Certificate?	☐	☐
5.	Did you fill out and sign the Checklist?	☐	☐
6.	Did you sign your quote sheets and other forms as required?	☐	☐
7.	Are your prices firm for the contract period?	☐	☐
8.	Have you signed and submitted any required Addenda Acknowledgment Forms, if any?	☐	☐
9.	Have you marked and sealed your enveloped?	☐	☐
10.	Conflict of Interest Questionnaire	☐	☐
11.	W-9	☐	☐
12.	Did you fill out and sign Vendor Information Form	☐	☐
13.	Did you fill out and sign References/Questionnaire Form	☐	☐
14.	Did you fill out and sign Notice of No-Submission Form	☐	☐
15.	Did you submit original bid/proposal and required copies?	☐	☐

_____ _____

Signature of Company Official **Company Name**

_____

Date

VENDOR INFORMATION
REQUIRED FORM – RETURN THIS PAGE AS PART OF RFQ
FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN DISQUALIFICATION.

COMPLETE USING COMPUTER, TYPEWRITER, OR BALLPOINT PEN ONLY. (All changes must be crossed out and initialed in ink)	240 N. Crockett Street San Benito, TX 78586 Phone: 956) 361-6100 Fax: 956) 361-6115	Direct Inquiries to: San Benito Consolidated Independent School District Purchasing Department Eddie Cavazos

Type of Procurement: **RFQ-1226-AOREHP** TITLE: Agent of Record for Employee Health, Pharmaceutical, Stop Loss, and All Voluntary Products Including but Not Limited to Dental, Vision, Disability, Group Life Insurance, Accident Insurance, Critical Illness/Cancer Insurance, Hospital Indemnity Insurance and Universal Life Insurance, Whole Life Insurance, Flexible Spending account, and Dependent Care. RFQ'S WILL BE **ACCEPTED UNTIL:** December 03, 2026 3:00 P.M. CST. at the Attn: Superintendent's Office, 240 N. Crockett Street, San Benito, Texas 78586, at which time they will be publicly opened and proposers name read. RFQs may not be withdrawn after opening. Procurement results will become available seven business days after approval by the Board of Trustees.

Vendor Offers (original and ten copies – please mark copy ―COPY‖) must be in a sealed envelope, plainly marked on the outside with RFQ NAME, RFQ NUMBER, AND DATE. Faxed RFQs will NOT be accepted. Offer received after the specified time shall not be considered. Late mail deliveries will be returned unopened.

PLEASE TYPE OR PRINT VENDOR IDENTIFICATION DATA

BUSINESS/COMPANY NAME

NAME OF AUTHORIZED REPRESENTATIVE: _____TITLE _____

REPRESENTATIVE E-MAIL ADDRESS: _____

COMPANY WEBSITE ADDRESS: _____

TYPE OF BUSINESS (CHECK ALL THAT APPLY):

☐ Manufacturing ☐ Broker ☐ Franchise ☐ Distributor ☐ Retail ☐ Construction ☐ Wholesale ☐ Service ☐ Other:_____

ORDER PLACEMEMT/BID REQUEST ADDRESS:

ADDRESS:_____ CITY:_____ STATE:_____

ZIP CODE:_____ PHONE #:_____ FAX #:_____

PAYMENT REMITTANCE/MAILING ADDRESS:

ADDRESS:_____ CITY:_____ STATE:_____

ZIP CODE:_____ PHONE #:_____ FAX #:_____

VENDOR CERTIFICATION AND IDENTIFICATION: I certify that I have carefully examined the Notice to Vendors, RFQ Requirements and Specifications, Special Terms and Conditions, General Terms and Conditions, Certifications, RFQ Sheets, and attachments (if any are included). I agree to furnish supplies and/or services in strict compliance with the specifications and conditions contained in this document.

_____ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

FAILURE TO COMPLETE THE FOLLOWING INFORMATION MAY RESULT IN DISQUALIFICATION.

QUESTIONNAIRE

a. Is there any litigation pending against your organization? If yes, explain: _____

_____

_____

b. List other trade names by which your company has been known (DBA/AKA):_____

_____

_____

Organization Name:

Name and Title of Authorized Representative:_____

Signature_____ Date: _____

REFERENCES

List a minimum of three (3) other accounts with a similar demographic make-up as San Benito Consolidated Independent School District for which you are presently serving as Agent which can serve as a reference for your service. Suppliers will be disqualified if sufficient references are not provided that demonstrate a proven ability to service an account the size of San Benito Consolidated Independent School District.

Name_____Street Address_____

City/State/Zip_____ Contact's Name _____

Phone Number_____

Name_____Street Address_____

City/State/Zip_____ Contact's Name _____

Phone Number_____

Name_____Street Address_____

City/State/Zip_____ Contact's Name _____

Phone Number_____

SAN BENITO CONSOLIDATED INDENDENT SCHOOL DISTRICT

VET HUB CERTIFICATION

San Benito CISD would like to know if your company is a State of Texas registered VET HUB (Historically Underutilized Business).

	VET HUB		**Texas VET HUB)**
	☐ Yes	☐ No	

(Attach copy of VET HUB certificate if applicable)

DEVIATIONS FORM

If the Undersigned Vendor intends to deviate from the specifications set forth by utilizing any different materials, items, treatments, finishes, tailoring details, under construction, etc., contrary to those listed as standards in the specifications, then the Vendor shall enter "No deviations" on this form. The Proposer then assures the Buyer of their full compliance with the specifications and conditions set forth.

FAILURE TO LIST SUCH DEVIATIONS, IN DETAIL, WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL/BID.

_____

_____

_____

_____

_____
Print Name

_____ _____
Authorized Signature Date

_____ _____
Address City, State, Zip Code

_____ _____
Phone Fax

FELONY CONVICTION NOTICE FORM

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

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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

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

   Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

   Signature of Company Official: _____

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

   Name of Felon(s): _____
   (Attach additional sheet if necessary)

   Details of Conviction(s): _____
   (Attach additional sheet if necessary)

   Signature of Company Official: _____

NON-COLLUSIVE CERTIFICATE

By submission of this bid or proposal, the Vendor certifies that:

a) This bid or proposal has been independently arrived at without collusion with any other vendor or with any competitor;

b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids, or proposals for this project, to any other vendor, competitor or potential competitor;

c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the vendor as well as to the person signing in its behalf.

I, _____, have read the standard terms and conditions,
(Print/Type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this proposal.

Company _____

Address _____

City, State, Zip Code _____

Telephone Number _____

_____
Authorized Signature

_____

Title

_____

Date

NOTICE OF NO-SUBMISSION

VENDOR NAME: _____

ADDRESS: _____

CITY:_____ STATE:_____ ZIP: _____

ACKNOWLEDGMENT

If you do not wish to submit a RFQ response at this time, please return this page acknowledging receipt of our RFQ request. Please list the reasons for your no response in the spaces provided.

PLEASE NOTE

If your company **DOES NOT** respond to our RFQ, please return this acknowledgment to avoid being removed from our vendor mailing list for this type of RFQ request.

SIGNATURE:_____ DATE: _____

TITLE:_____

RETURN THIS PAGE IF NOT SUBMITTING A RFQ

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ Signature of officer administering oath

_____ Printed name of officer administering oath

_____ Title of officer administering oath

OR

(2) Unsworn Declaration

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

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

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

_____

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says “Signature of Local Government Officer” (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say “Signature of Local Government Officer (Declarant)” (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): “Family relationship” means 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.

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

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

***

(2) the vendor:

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

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

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

Confidential*

The San Benito Consolidated Independent School District is required by Texas Education Code Chapter 22, Subchapter C to review the criminal history of applicants, employees, independent contractors, student teachers, and certain volunteers. The information requested below is necessary to obtain criminal history record information.

Please print.

Name _____
Last *First* *Middle*

Social Security Number _____ Date of birth _____

Driver's License _____
State and Number

Mailing Address _____
Street *City* *State* *Zip*

Sex: ❑ Male ❑ Female Ethnicity: ❑ Black ❑ White/Other

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

_____
Signature

_____
Date

* This form will be removed from the application and filed separately in the HR office.

San Benito CISD, an equal opportunity employer, does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities.

DPS Computerized Criminal History (CCH) Verification

(AGENCY COPY)

I, _____, have been notified that a Computerized Criminal
APPLICANT or EMPLOYEE NAME (Please print)
History (CCH) verification check will be performed by accessing the Texas Department of Public Safety Secure Website and will be based on name and DOB information I supply.

Because the name based information is not an exact search and only fingerprint record searches represent true identification to criminal history, the organization conducting the criminal history check for background screening is not allowed to discuss any criminal history record information obtained using name and DOB method. Therefore, the agency may request that I have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

For the fingerprinting process I will be required to submit a full and complete set of my fingerprints for analysis through the Texas Department of Public Safety AFIS (Automated Fingerprint Identification System). I have been made aware that in order to complete this process I must make an appointment with L1 Enrollment Services, submit a full and complete set of my fingerprints, request a copy be sent to the agency listed below, and pay a fee of $24.95 to the fingerprinting services company, L1 Enrollment Services.

Once this process is completed and the agency receives the data from DPS, the information on my fingerprint criminal history record may be discussed with me.

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

_____
Signature of Applicant or Employee

_____
Date

SAN BENITO CISD
Agency Name (Please print)

_____
Agency Representative Name (Please print)

_____
Signature of Agency Representative

_____
Date

For Agency Use Only:

Please:
Check and Initial each Applicable Space

CCH Report Printed:

YES ☐ NO ☐ _____ initial

Purpose of CCH: _____

Hire ☐ Not Hired ☐ _____ initial

Date _____ _____ initial

Destroyed _____ _____ initial

Retain in your files

Rev. 02/2011

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
VENDOR CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. **NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.**

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

The following provisions are required and apply when federal funds are expended by SBCISD, and/or its cooperative members, for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by SBCISD, and/ or its cooperative members, SBCISD, and/or its cooperative members, 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.

Proposer Certification (Antitrust Certification Statement):
_____**YES, I agree to the above.** (Initial:____**)**
_____**NO, I do not agree to the above.** (Initial:____)

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

Pursuant to Federal Rule (B) above, when federal funds are expended by SBCISD, and/ or its cooperative members, SBCISD, and/or its cooperative members, 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. SBCISD, and/or its cooperative members, also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if SBCISD, and/or its cooperative members, believes, in its sole discretion that it is in the best interest of SBCISD, and/or its cooperative members, to do so. The vendor will be compensated for work performed and accepted and goods accepted by SBCISD, and/or its cooperative members, as of the termination date if the contract is terminated for convenience of SBCISD, and/or its cooperative members. Any award under this procurement process is not exclusive and SBCISD, and/or its cooperative members, reserves the right to

purchase goods and services from other vendors when it is in the best interest of SBCISD, and/or its cooperative members.

Proposer Certification (Antitrust Certification Statement):
_____YES, I agree to the above. (Initial:____**)**
_____NO, I do not agree to the above. (Initial:____)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of —federally assisted construction contractll 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 Opportunityll (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,ll and implementing regulations at 41 CFR part 60, —Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.ll

Pursuant to Federal Rule (C) above, when federal funds are expended on any federally assisted construction contract, the equal opportunity clause is incorporated byreference herein.

Proposer Certification (Antitrust Certification Statement):
_____YES, I agree to the above. (Initial:____**)**
_____NO, I do not agree to the above. (Initial:____)

(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 Constructionll). 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-Kickbackll 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 Statesll). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
___NO, I do not agree to the above. (Initial:____)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Proposer Certification (Antitrust Certification Statement):
_____YES, I agree to the above. (Initial:**___)**
____ **NO, I do not agree to the above.** (Initial:____)

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

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

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
___NO, I do not agree to the above. (Initial:____)

(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 $50,000 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 SBCISD, and/ or its cooperative members, the vendor certifies that during the term of an award for all contracts by SBCISD, and/or its cooperative members, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
___NO, I do not agree to the above. (Initial:____)

(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.ll 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 SBCISD, and/ or its cooperative members, the vendor certifies that during the term of an award for all contracts by SBCISD, and/or its cooperative members, resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
___NO, I do not agree to the above. (Initial:____)

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – All Contractors that apply or bid for an award exceeding $100,000 must file the required Lobbying 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 SBCISD, and/or its cooperative members, the vendor certifies that during the term and after the awarded term of an award for all contracts by SBCISD, and/or its cooperative members, 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: https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf,
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $50,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
___NO, I do not agree to the above. (Initial:____)

EMPLOYMENT VERIFICATION
FAR 22.18

As applicable, and as a condition for the award of any Federal contract at $50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
____NO, I do not agree to the above. (Initial:____)

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by SBCISD, and/or its cooperative members, for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
____NO, I do not agree to the above. (Initial:____)

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $50,000 OF FEDERAL FUNDS

When federal funds are expended by SBCISD, and/or its cooperative members, for any contract resulting from this procurement process in excess of $50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
____NO, I do not agree to the above. (Initial:____)

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by SBCISD, or its cooperative members, for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
____NO, I do not agree to the above. (Initial:____)

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
____NO, I do not agree to the above. (Initial:____)

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Proposer Certification (Antitrust Certification Statement):
___YES, I agree to the above. (Initial:____)
____NO, I do not agree to the above. (Initial:____)

CERTIFICATION OF DEI, Diversity, Equity, and Inclusion Statement

Probation on Diversity, Equity, and Inclusion (DEI) Duties: Vendor hereby certifies that, except as required by state or federal law, it will not assign, and will prohibit its employees, contractors, subcontractors, agents, and volunteers from engaging in DEI duties (as defined in TEC § 11.005(a)) at, for, or on behalf of Region One ESC or any participating school district. Vendor acknowledges that violation is material breach subject to termination.

Proposer Certification (DEI Certification Statement):
___YES, I agree to the above. (Initial:____)
___ NO, I do not agree to the above. (Initial:____)

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Phone #: _____

Fax #: _____

Email Address: _____

Corporate/Company Website: _____

DUNS #: _____

CAGE #: _____

CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies know to have contracts with, or supply services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. See Texas Government Code § 2270. 808 and 2252.151-2252.154.

Proposer Certification (Terrorist Organizations & Boycotting of Israel):

- ☐ **YES, I agree to the above.** (Initial: _____)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)

San Benito CISD Purchasing Office (Internal Review):

Comptroller List was reviewed and The Vendor (IS) (IS NOT) on the list (Circle One)

Verified by: (Name and Date):_____