

Cooperative Name: \_\_\_\_\_  
(Buyboard/TIPS/Choice Partners/PACE/DIR/Omnia/Sourcewell/TxBuy)

Contract #: \_\_\_\_\_  
Contract End Date: \_\_\_\_\_

## VENDOR PACKET CHECKLIST EDGEWOOD INDEPENDENT SCHOOL DISTRICT

**Business/Individual Name:** \_\_\_\_\_

**Primary Contact Name/Title:** \_\_\_\_\_

**Primary Contact Phone # & Email:** \_\_\_\_\_

**Doing business with which school/department:** \_\_\_\_\_

**School/department contact person:** \_\_\_\_\_

**Briefly describe the types of services/products you will be providing:** \_\_\_\_\_

The table below lists the documents that require completion to be set up as a vendor. ***To avoid any delay in the setup process please submit these documents in the same order (listed below) and ensure that they are filled out accurately and in their entirety.*** Email the completed documents (including this checklist) to the school/department you will work with.

DOCUMENT NAME
<input type="checkbox"/> W-9 FORM
<input type="checkbox"/> EFT FORM
<input type="checkbox"/> EDGAR CERTIFICATION FORM
<input type="checkbox"/> CONFLICT OF INTEREST QUESTIONNAIRE
<input type="checkbox"/> HOUSE BILL 89
<input type="checkbox"/> FELONY CONVICTION NOTICE
<input type="checkbox"/> CERTIFICATE OF CRIMINAL HISTORY RECORD
<input type="checkbox"/> SYSTEM OF AWARD MANAGEMENT (SAM.GOV)-{INTERNAL USE}

**District Requirements:** All vendors shall refrain from rendering services to the District until this vendor packet has been completed and a District Purchase Order has been received. If there are any questions regarding the Vendor Packet/Forms please get in touch with the EISD Purchasing Department via e-mail at [purchasing@eisd.net](mailto:purchasing@eisd.net).

### **TO BE COMPLETED BY PURCHASING DEPARTMENT**

Completed Vendor Packet Received on: \_\_\_\_\_

Vendor #: \_\_\_\_\_

Request for Taxpayer  
Identification Number and CertificationGo to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give form to the  
requester. Do not  
send to the IRS.**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor   <input type="checkbox"/> C corporation   <input type="checkbox"/> S corporation   <input type="checkbox"/> Partnership   <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____</p> <p>5 Address (number, street, and apt. or suite no.). See instructions.      Requester's name and address (optional)</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
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**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
or						
Employer identification number						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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
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**General Instructions**

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

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

**What's New**

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

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

**Purpose of Form**

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

## REMIT ADDRESS/VENDOR AUTHORIZATION FOR PAYMENT ELECTRONIC FUNDS TRANSFER (EFT)



**Go Green!** Please sign up for *Electronic Funds Transfer* (EFT) for payment. **EFT Benefits:** no risk of stolen or lost checks, immediate deposit of funds the day after payment is processed and **it's free** to enroll.

Please complete form and U.S. Mail, fax or email to:

Address: **EISD**

1930 Herbert Lane  
San Antonio, TX 78227

Phone: 210/898-4000  
Fax: 210/898-4073

Email (questions):  
Purchasing@eisd.net

**NEW – EFT Enrollment**       ← Check **ONLY** if this is an address change

### *Vendor Information*

### *Remit Address Information (if different):*

Company Name: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Remit Email address (if different):  
\_\_\_\_\_

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

Company's Website: \_\_\_\_\_

Please fill in the bank account information below for EFT payment:

New EFT Set-up     Bank Change

Account Type:

Bank Name: \_\_\_\_\_  Checking     Savings

Bank Routing Number (9 digits):

Account Number: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Bank Phone Number: \_\_\_\_\_

Bank Point of Contact: \_\_\_\_\_

Use this picture to help you find your account number & routing transit number. Although, banks have a different routing number for ACH (i.e., EFT) versus paper checks.



Authority is given to Edgewood Independent School District ("EISD") to make payments (initiate credit entries) to the account shown above through EFT (electronic funds transfer). This authorization will remain in effect until Edgewood ISD (EISD) receives written notification of a change.

Name of Authorized Representative

Phone Number (including area code)

Signature of Authorized Representative

Date Signed

## EDGAR CERTIFICATIONS

### ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

#### **(NON-CONSTRUCTION CONTRACTS)**

This EDGAR Certifications addendum ("Addendum") is made a part of a contract ("Contract") between the Edgewood Independent School District ("Edgewood ISD" or "District") and the vendor ("Vendor"), where such contract and Vendor are referenced on the last page of this Addendum. The following certifications and provisions are required and apply when Edgewood ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of this Addendum and the terms of the underlying Contract, the terms of this Addendum shall prevail.**

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#### I. REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

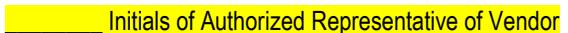
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#### APPENDIX II TO 2 CFR PART 200

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**(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.**

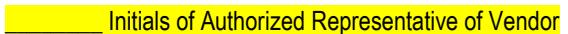
Pursuant to Federal Rule (A) above, when Edgewood ISD expends federal funds, Edgewood ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

 Initials of Authorized Representative of Vendor

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

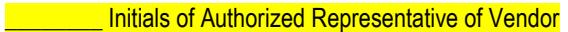
- 1. Termination for Cause:** Pursuant to Federal Rule (B) above, when Edgewood ISD expends federal funds, Edgewood ISD reserves the right to immediately terminate any contract in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor 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.
- 2. Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts:** Performance by Edgewood ISD under the Contract for years subsequent to the current may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.
- 3. Termination for Convenience:** Edgewood ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Edgewood ISD believes in its sole discretion that it is in the best interest of Edgewood ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Edgewood ISD shall compensate Vendor for any work performed and accepted and goods accepted by Edgewood ISD as of the termination date. Any award under this procurement process is not exclusive and Edgewood ISD reserves the right to purchase goods and/or services from other vendors when it is in Austin ISD's best interest.

 Initials of Authorized Representative of Vendor

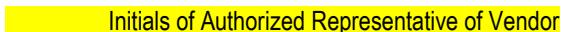
**(C) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of 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 Edgewood ISD, Vendor certifies that during the term of an award for all contracts by Edgewood ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

 Initials of Authorized Representative of Vendor

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

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

 Initials of Authorized Representative of Vendor

**(E) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Edgewood ISD, Vendor certifies that during the term of an award for all contracts by Edgewood ISD resulting from this procurement process, 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.

 Initials of Authorized Representative of Vendor

**(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Edgewood ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Edgewood ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

**(G) Procurement of Recovered Materials** — Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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## II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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## IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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## V. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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**VI. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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

Initials of Authorized Representative of Vendor

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**VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Vendor agrees that all contracts it awards to any subcontractors pursuant to the Contract with Edgewood ISD shall be bound by the foregoing terms and conditions.

Initials of Authorized Representative of Vendor

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**THE FOLLOWING SECTION TO BE COMPLETED BY EDGEWOOD ISD PROCUREMENT SERVICES DEPARTMENT ONLY:**

- Contract / Solicitation Number (if applicable): \_\_\_\_\_
- Contract / Solicitation Title (if applicable): \_\_\_\_\_
- General Description of Underlying Contract Covered Under this Addendum:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Vendor's Business Name: \_\_\_\_\_

Address, City, State, and Zip Code (Principal place of business): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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

This questionnaire is being filed in accordance with Chapter 176 of The Local Government Code by a person doing business with the Governmental entity.

By law this questionnaire must be filed with the records administrator of the Local entity not later than 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person violates Section 176.006, Local Government Code an offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**  
**Date Received**

1 Name of person doing business 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 No later than September 2 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and no later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity****page2**

**5** Name of local governmental officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES)

This section, item 5 including subparts, A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

YES       NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local Government officer named in this section AND the taxable income is not from the local governmental entity?

YES       NO

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer

Serves as an officer or director, or holds an ownership of 10 percent or more?

YES       NO

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

Signature of person doing business with the governmental entity

Date

## HOUSE BILL 89 VERIFICATION

*All fields must be completed*

I, \_\_\_\_\_,  
*[Person Name]*

the undersigned representative of \_\_\_\_\_  
*[Company or Business Name]*

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, do

hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott the country of Israel currently; and
2. Will not boycott the country of Israel during the term of the contract the above-named Company, business or individual with the Edgewood Independent School District.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Contract No. \_\_\_\_\_

## FELONY CONVICTION/DEBARMENT NOTICE

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 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 (Please **CHECK APPROPRIATE BOX** below and **COMPLETE BOTH SIGNATURE BLOCKS**)

Company's Name: \_\_\_\_\_

Authorized Company Official's Name (printed) \_\_\_\_\_

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

My firm is neither owned nor operated by anyone who has been convicted of a felony.

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

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Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

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*I hereby further certify that my company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register Rules and Regulations.*

Signature of Company Official: \_\_\_\_\_

Date \_\_\_\_\_

## **Certification of Criminal History Record Information** **(1 OF 2)**

SB 9, passed during the 80<sup>th</sup> Legislative Session, requires that all Texas public school districts receive certification from any entity with which it contracts to provide services that the entity has obtained a criminal history background check on all employees hired before January 1, 2008, who (1) have continuing duties related to contracted services; and (2) have direct contact with students.

The required criminal history record information can be obtained from either of the following: A law enforcement or criminal justice agency.

A private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.)

Although state law provides guidance as to which employees must have a criminal background check, there is no specific definition or description as to what equals an employee who (1) has continuing duties related to contracted services; and (2) has direct contact with students.\* The law states that the Commissioner of Education may adopt rules necessary to implement this requirement; however, at this time none have been adopted. Therefore, all entities and individuals who contract with the District to perform services, must complete the attached form that includes an information sheet related to the services to be performed and the duties related to those services that employees will be performing and the type of contact that those employees might have with students.

\* Employees who are hired by an entity that contracts with a school district after January 1, 2008 must also submit to a national criminal history record information review which may include fingerprints and photographs before serving in the capacity described.

The District may not allow any employee of the entity or an individual to serve at the District if information is obtained through this review that the employee has been convicted of one of the following:

- (1) A Title 5 felony offense
- (2) An offense requiring the individual to register as a sex offender
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 felony in the state of Texas or that would require registration in the Texas sex offender databank

If an employee of a contracting entity who will be serving at the District has a criminal history that does not automatically prohibit his or her employment by law for the reasons set forth above, a copy of that criminal history should be forwarded to the Purchasing Department prior to any service by the employee. The District requires that the employees of contracting entities who will serve at the District be in compliance with state law and with District Policy CJA (Legal) regarding arrests, indictments, convictions, and other adjudications.

At any time, a school district administrator, including a campus principal or designee, may request copies of the actual criminal background check or national criminal history record information review which may include fingerprints and photographs from the entity or individual who has contracted with the school district or may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to an individual described above.

**Certification of Criminal History Record Information**  
**(2 OF 2)**

Name of Entity or Individual: \_\_\_\_\_

Type of service to be performed on school campus: \_\_\_\_\_  
\_\_\_\_\_

Answer Y for Yes or N for No:

Will employees, including yourself, have continuing duties related to the services described above?

Until it receives further guidance, the District considers “continuing duties” to mean repetitive work duties rather than a one time appearance or engagement.

Will those employees, including yourself, have direct contact with students?

Until it receives further guidance, the District considers “direct contact” to mean services that may be performed independently from school district staff involvement. Direct contact can include chance contact such as performing routine inspections or maintenance; contact with groups of students during organized activities; or more obvious examples such as tutoring or therapy.

This certification does not apply to volunteers receiving no payment for services, employees of the school district, or visitors. Other policies and laws will apply to attendance on campus for these individuals.

Employees of the company or individuals who have not received the required criminal background check because the above description does not apply to them will be considered visitors when on school campus and must follow school district and campus policies related to visitors on school campuses.

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I, \_\_\_\_\_, certify that all employees, including myself, of the company that I own, operate or manage, or myself as an independent contractor, who have continuing duties related to the service to be performed on an Edgewood Independent School District Campus and who also have direct contact with students have undergone the required criminal history background check or national criminal history record information review which may include fingerprints and photographs and that no prohibited contact as described herein was revealed. Additionally, I have attached the criminal history records of any employee whose background check did reveal a criminal history for District review.

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Signature

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Date

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Position



## STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **Award of Contract/Acceptance of Purchase Order:** A response to an Edgewood ISD solicitation and/or Contractor's fulfillment of the Purchase Order constitutes Contractor acceptance of the PO and its terms and conditions. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Sections 2155.074, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal action must be filed in Bexar County, Texas.
2. **New and Unused:** Unless otherwise specified, items ordered shall be new and unused and of current production. Items shall be free from all material defects and shall conform to the requirements of their intended purpose.
3. **Substitutes:** No substitutions or cancellations are permitted without written approval from the District.
4. **Freight:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
5. **Delivery:**
  - A. Show a number of days required to place material in the receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates Contractor to deliver in fourteen (14) calendar days. Unrealistic delivery promises may cause solicitation to be disregarded.
  - B. Vendor(s) shall deliver all goods to the references location(s) and brought into the facility and "NOT" left outside exposed to the elements.
  - C. If a delay is foreseen, Contractor shall give written notice to the District. Contractor must keep the District advised at all times of status of order.
  - D. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the District to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Contractor.
  - E. **Substitutions:** No substitutions permitted without written approval of the District.
  - F. Delivery shall be during normal working hours only unless prior approval is obtained from ordering agency. Normal working hours are 8:00AM until 4:00PM Monday through Friday except State, National Holidays and District Holidays.
  - G. Orders are in aggregate; back-orders due to lack of stock availability shall not pose an extra delivery cost to the District.
  - H. All furniture deliveries shall be sent to 525 Cupples Road, San Antonio, Texas 78237 (for asset tags).
  - I. All textbook deliveries shall be sent to 525 Cupples Road, San Antonio, Texas 78237.
  - J. All Technology order deliveries shall be sent to 1930 Herbert Lane, San Antonio, Texas 78227 (for tagging).
  - K. No Products/Services shall be forwarded for "PERSONAL" use. Only authorized products may be delivered through a District issued Purchase Order.
6. **Testing and Inspection:**
  - A. The district may test and inspect goods and services purchased under the Contract/Purchase Order to ensure compliance with the specifications of this solicitation and the contract/Purchase Order. The district may also test and inspect goods and services before they are purchased under the Contract/Cooperative Contract, or quote(s). Authorized District personnel shall have access to the Contractor's place of business for the purpose of inspecting the goods. To the extent practicable, the district inspections will not disrupt the Contractor's daily operations. Tests shall be performed on samples submitted with the Bid/Proposal/Quote or on samples taken from regular shipments. All costs of testing and inspection shall be borne by the Contractor. In the event the goods tested fail to meet or exceed all conditions and requirements or the solicitation, Contract, or Purchase Order, the goods will be rejected in whole or in part, at the district's option, and returned to the Contractor or held for disposition at the Contractor's expense. Latent defects may result in cancellation of the Contract/Purchase Order at no expense to the district.
  - B. If material fails to meet specifications, the Contractor will be notified by fax/mail. The Contractor will have ten (10) working days after receipt of the notification to remove the rejected material from District property. Material will be removed at the Contractor's expense. Material not removed in the allotted time will be disposed by the district. The Contractor will be charged for all disposal expenses conducted by the district.

7. **Changes:** The District may at any time, by a written order, make changes within the general scope of this Contract / Purchase Order, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance / delivery thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the service/delivery under this Contract/Purchase Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or time of performance/delivery or both and the Contract/Purchase Order shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change, provided, however, that the District, if it decides that the facts justify such action, may receive and act upon such claims asserted at any time prior to final payment under this Contract/Purchase Order. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract/Purchase Order entitled "Dispute Resolution."
8. **Insurance and Other Security:**
  - A. Contractor represents and warrants that it will, within ten (10) business days of executing this Contract/Purchase Order, provide the district with current certificates of insurance or other proof acceptable to the district of the required insurance coverage.
  - B. The Contractor represents and warrants that it will obtain and maintain for the term of the Contract/Purchase Order all insurance coverage required. Contractor's failure to obtain the specified coverage during the term of the Contract/Purchase Order will be considered a breach of Contract/Purchase Order.
  - C. The Contractor represents and warrants all coverage will be obtained from companies that are licensed in the State of Texas, having an "A" rating from A.M. Best Company, and are authorized to provide the coverage. The Contractor shall furnish proof of insurance upon request of the district.
9. **Termination:** This Contract/Purchase Order shall terminate upon full performance/delivery of all requirements contained in this Contract/Purchase Order, unless otherwise extended or renewed as provided in accordance with the Contract/Purchase Order Terms and Conditions.
  - A. **Termination for Convenience:** The District reserves the right to terminate the Contract/Purchase Order at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice if the district determines that such termination is in the best interest of the district. In the event of such termination, the Contractor shall, unless otherwise mutually agree upon in writing, cease all work immediately upon the effective date of termination. The district will be liable for payments limited only to the portion of work authorized by the district in writing and completed prior to the effective date of cancellation, provided that the district shall not be liable for any work / delivery performed that is not acceptable to the district and/or does not meet contract requirements. All work products produced by the Contractor and paid by the district shall become property of the district and shall be tendered upon request. Termination under this paragraph shall not relieve the Contractor of any obligation or liability that has occurred prior to cancellation.
  - B. **Termination for Cause/Default:** If the Contractor fails to provide goods or services contracted for according to the provisions of the Contract/Purchase Order or fails to comply with any of the terms or conditions herein, the district may, upon written notice of default to the Contractor, terminate all or any part of the Contract/Purchase Order after providing an opportunity to cure the default.
    - i. Contractor will be responsible for paying damages to the district including but not limited to re-procurement costs, and any consequential damages to the district resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation / quote and may not be considered in future solicitations/quotes for the same type of work unless the specification or scope of work is significantly changed.
    - C. The rights and remedies of the district provided in this clause shall be exclusive and are in addition to any other rights and remedies provided by law or under this Contract/Purchase Order.
    - D. The district may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract/Purchase Order, or to recover damages for the breach of any agreement derived from the Contract/Purchase Order. The exercise of any of the following remedies will not constitute a termination of the Contract/Purchase Order unless the district notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the Contract/Purchase Order. The Contractor shall be liable for all costs and expenses, including court costs, incurred by the district with respect to the enforcement of any of the remedies listed herein.

10. **Amendments:** The Contract may be amended only upon written agreement between the District and Contractor. However, any amendment of the Contract/Purchase Order that conflicts with the laws of the State of Texas shall be void. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract/Purchase Order amendment.
11. **Change Management:** The Contractor agrees that the key personnel assigned to the Contract/Purchase Order shall remain available for the entirety of the project throughout the term of the Contract/Purchase Order if that individual is employed by the Contractor or unless the district agrees to a change in the key personnel.
12. **Invoicing:**
  - A. Contractor must submit an invoice to the location listed in the Agency to Invoice box of the Purchase Order. The invoice must include the following information:
    - (1) The Contractor name as shown on the Purchase Order and correct "Remit to:" address.
    - (2) A valid Tax Identification Number (T.I.N.) issued by the Comptroller of Public Accounts.
    - (3) The Purchase Order Number and Requisition Number, if applicable.
    - (4) A description of each item for the goods or services listed on the Purchase Order in sufficient detail to identify the order that relates to the invoice. Item numbers shown must correspond with the item numbers on the Purchase Order.
    - (5) Quantity delivered, unit and total price of each item must be shown, and all prices extended on the invoice. All extensions on the invoice must be totaled with a grand total shown.
    - (6) Discounts, if applicable, must be stated, and deducted to arrive at a Net Total for the invoice.
    - (7) Shipment date or merchandise or completion date of services.
    - (8) Other relevant information supporting and explaining the payment requested or identify a successor organization to an original Contractor, if necessary.
13. **Payment:**
  - A. Payment normally will be made to the Contractor within thirty (30) days after receipt of a properly prepared invoice or the receipt and acceptance of goods ordered or services rendered, whichever is later. State agencies are required by state law to pay properly submitted invoices within thirty (30) days or the Contractor will receive an overdue payment fee established by law.
  - B. Payments for merchandise purchased with state appropriated funds may be made by warrants or electronic payments drawn upon the State Treasury by the Comptroller of Public Accounts. Warrants are forwarded to the district for distribution to the Contractor. Electronic payments are preferred. To set-up electronic payments please contact the Purchasing Department at 210-898-4064 ext. 7023.
  - C. Partial payments are an exception with prior written approval.
  - D. If a Purchase Order extends beyond a state biennial appropriation period, payments for consumables merchandise delivered or services completed after the end of the state biennium are contingent upon the continued availability of appropriations to make such payments.
  - E. According to Texas Government Code, Section 403.903, any payments due under this Contract/Purchase Order will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
14. **Taxes:** The District is exempt from the State of Texas Tax and Federal Excise Tax. Do not include in your invoice. Excise Tax Exemption Certifications are available upon request.
15. **Independent Contractor:** The Contract/Purchase Order shall not render the Contractor an employee, officer, or agent of the district for any purpose. The Contractor is and shall remain an independent contractor in relationship to the district. The district shall not be responsible for withholding taxes from payments made under this Contract/Purchase Order. The Contractor shall have no claim against the district for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability, unemployment insurance benefits, or employee benefits of any kind.
16. **Cybersecurity Training:** If Contractor has access to any District computer system or database, Contractor shall complete Cybersecurity Training and verify completion of the training program to the district pursuant to and in accordance with Texas Government Code §2054.5192.
17. **Material Safety Data Sheets:** A Contractor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the Purchase Order. If OSHA or Federal or State laws have additional requirements, those requirements must be met in addition to the MSDS requirement.

18. **OSHA**: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.
19. **Cancellation of Purchase Order(s)**: Purchase Orders are cancelled in writing. Order may be cancelled without the consent of the Contractor for failure to meet contractual/Purchase Order obligations. If cancellation is requested by the district for other reason(s), through no fault of the Contractor, the Contractor's permission to cancel is required except for funding and budgeting reasons.
20. **Advertisement**: Contractors are prohibited from using award information, sales values/volume and/or State of Texas customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the district.
21. **Indemnification Clause**: To the extent permitted by law, **the Contractor shall defend, indemnify, and hold harmless the State of Texas/Edgewood Independent School District, all officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this Contract/Purchase Order.**
22. **Damage to Government Property**: Contractor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract/Purchase Order. Contractor shall notify the district in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under the Contract/Purchase Order.
23. **Dispute Resolution**: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code will be used by the District and the Contractor to attempt to resolve all disputes arising under this Contract/Purchase Order.
24. **Right to Audit**: Contractor understands that acceptance of funds under this Contract/Purchase Order acts as acceptance of the authority of the State Auditor's Office, district, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.
25. **Records Retention**: Contractor shall maintain and retain all records relating to the performance of the Contract/Purchase Order including supporting fiscal documents adequate to ensure that claims for Contract/Purchase Order funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the Contract/Purchase Order expiration date or until all audit, and litigation matters are resolved, whichever is later.
26. **Conflict of Interest**: Contractor represents and warrants that the provision of goods and services under this Contract/Purchase Order will not constitute an actual or potential conflict of interest or create an appearance of impropriety.
27. **Vendor Performance**: All state agencies must report unsatisfactory Contractor performance in accordance with Texas Government Code §2155.089. Contractor performance may be used as a factor in future awards.
28. **Force Majeure**: Neither Contractor nor the district shall be liable to the other for any delaying, or failure of performance, of any requirement in the Contract/Purchase Order caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, fires, explosions, hurricanes, floods, epidemics, or pandemics, national or regional emergency, failures of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. The burden of proof for the need of such relief shall rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with the district promptly from the time the force majeure even occurs.
29. **Assignment of Purchase Order or Contract**: Contractor shall not assign its rights under the Contract/Purchase Order or delegate the performance of its duties under the Contract/Purchase Order without prior written approval from the district. Any attempted assignment in violation of this Section is void and without effect.

30. **Funding:** Contract/Purchase Order is subject to termination or cancellation, without penalty to the district, either in whole or in part, subject to the availability of funds. The district is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the District becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render the District or Contractor's delivery or performance under the Contract/Purchase Order impossible, the Contract/Purchase Order will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, the District will not be liable to Contractor for any damages, which are caused, or associated with such termination, or cancellation and the district will not be required to give prior notice.

31. **Public Disclosure / News Releases:** No public disclosures or news releases shall be made without prior written approval of the district.

32. **Drug Free Workplace:** Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq) and maintain a drug-free environment.

33. **Equal Employment Opportunity:** Contractor represents and warrants that it will comply with all applicable duly enacted state and federal laws governing equal employment opportunities.

34. **Human Trafficking Prohibition:** Under Section §2155.061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response/Contract/Purchase Order is not ineligible to receive the specified Contract/Purchase Order and acknowledges that this Contract/Purchase Order may be terminated, and payment withheld if this certification is inaccurate.

35. **Immigration:** Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act and all subsequent immigration laws and amendments.

36. **Buy Texas:** In accordance with §2155.4441, Gov't Code, the Contractor agrees the performance of a Contract/Purchase Order for services it shall purchase products and materials in Texas when they are available at a price and time comparable to products and materials produced outside Texas.

37. **Prevailing Order:** In the case of conflicts between the Contract/Purchase Order, the following shall control in this order of priority:

- A. Signed Contract/Purchase Order (or Notice of Award).
- B. Attachments to the Contract/Purchase Order (or Notice of Award).
- C. Contractor's Response to the Solicitation and Contractor's Best and Final Offer, if applicable.

38. **Accessibility Standards:** Under Texas Government Code, Chapter 2054, Subchapter M, the District must procure products that comply with the Accessibility Standards defined in the Texas Administrative Code, 1 TAC 206 and 1 TAC 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated product documentation and technical support that complies with these Accessibility Standards (in the form of a Voluntary Product Accessibility Template, or "VPAT"). Contractors who do not already have accessibility documentation should complete the form located here: <http://www.itic.org/policy/accessibility/>.

39. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:** Contractor certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subject to suspension, debarment, or similar ineligibility determined by any federal, state or local government entity and the Contractor is in compliance with the State of Texas Statutes and rules relating to procurement and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

40. **System of Award Management (SAM):** Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System of Award Management (SAM) maintained by the General Services Administration. Prior to awarding state funds for goods/or services rendered, the State of Texas/District will conduct a required search of firm using SAM. This is a Federal Government maintained database that records and tracks organizations, either known to or suspected to contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list. The district reserves the right, at its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

41. **E-Verify Program:** Contractor certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify System to determine the eligibility of:

1. All persons employed to perform duties within Texas during the term of the contract.
2. All persons, including subcontractors, assigned by Contractor to perform work pursuant to the Contract/Purchase Order within the United States of America.

42. **Federal Disaster Relieve Fraud:** Sections 2155.006 and 2261.053 of Gov't Code, prohibits state agencies from accepting a response or awarding a Contract/Purchase Order that includes proposed financial participation by a person who, in the past five (5) years has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Gov't Code, occurring after September 24, 2005, under Sections 2155.006 and 2261.053 of the Texas Gov't Code, Contractor certifies that the individual or business entity named in this response or Contract/Purchase Order is not ineligible to receive the specified Contract/Purchase Order and acknowledges that this Contract/Purchase Order may be terminated, and payment withheld if this certification is inaccurate.

43. **Vendor Background and Fingerprint Requirements:** Contractors, Subcontractors, and Consultants shall **“NOT”** provide on-site services until background checks and fingerprints are conducted successfully for each employee of said Contractors, Subcontractors and Consultants.

- A. Texas Administrative Code Title 19, Chapter 153.1101(4): Criminal history record information: In accordance with the Texas Government Code, §44.082(2), information collected about a person by the Department of Public Safety (DPS), a law enforcement or a criminal justice agency, or a private entity governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) that consists of identifiable descriptions and notations of arrests, detentions, indictments, information, and other formal criminal charges and their dispositions.
- B. Texas Administrative Code Title 19, Chapter 153.1101(6): Date of Securing Services: For purposes of the TEC, §22.0834, the date of securing the services of covered employee or a subcontractor by an entity that contracts with a school district shall be deemed to be the date of employee or subcontractor accepts an offer from the service contractor for a specific job position or for the performance of a specific project that is to be begin on a date that is certain or reasonably ascertainable.
- C. Texas Administrative Code Title 19, Chapter 153.1101(8): National Criminal History Record Information: In accordance with TEC §22.081, criminal history record information obtained from both DPS, and the Federal Bureau of Investigation based on fingerprint identification information.
- D. Pursuant to the Texas Government Code §44.0845, the Texas Department of Public Safety maintains the Criminal History Clearinghouse (DPS Clearinghouse) to provide fingerprint criminal history record information to approved persons and entities.
- E. Contractors, Subcontractors and Consultants are subject to fingerprint requirements once their background checks have cleared. The district utilizes Identogo electronic fingerprinting services, which has locations throughout the country.

Schedule appointments by visiting: [IDENTOGO Service Code Instruction](#)