



Patricia “Pat” Gonzales, Business Manager

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SABINAL INDEPENDENT SCHOOL DISTRICT

Making Excellence an Everyday Event!

April 17, 2023

REQUEST FOR PROPOSALS (RFP) Third Party Benefits Administrator

The Sabinal Independent School District (SISD) invites qualified firms to submit Proposal responses for a Third Party Administrator. Proposals will be received until the time and date indicated below, by the Sabinal Independent School District, 409 W Cullins, P.O. Box 338, Sabinal, Texas 78881. The envelope containing **one (1) clearly identified original** of the Proposal response, and **two (2) clearly identified, identical copies of the original**, shall be plainly marked:

**Proposal Response for Third Party Administrator
Closes 2:00 P.M., Tuesday, May 2, 2023**

All interested vendors are encouraged to read thoroughly the RFP to ensure that all required documentation is included in their Proposal response. Any questions should be directed to the Business Manager, Patricia “Pat” Gonzales at pgonzales@sabinalisd.net. Failure to provide all required documentation may be grounds for rejection of the response.

The Board of Trustees reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

No proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of Proposal responses without the prior written consent of the Board of Trustees, Sabinal Independent School District.

Thank you for your interest.

Respectfully,

Patricia “Pat” Gonzales
Business Manager

Date	Event*
Monday, April 17, 2023	Web Posting/Issue RFP
Thursday, April 20, 2023	1 st Advertisement (Uvalde Leader News)/Issue RFP
Thursday, April 27, 2023	2 nd Advertisement (Uvalde Leader News)
Wednesday, April 26, 2023	Deadline for Questions – 2:00 PM (CST)
Friday, April 28, 2023	Response for Questions – 2:00 PM (CST)
Tuesday, May 2, 2023	Deadline for Submittals – 2:00PM (CST)
Tuesday, May 9, 2023	Recommendation for approval to the Board of Trustees
Friday, September 1, 2023	Contract Effective Date

**The District will make every effort to adhere to this schedule; however, dates are subject to change. Any changes will be released in the form of an addendum through SISD website. All addendums may be released at the discretion of SISD. Potential respondents are responsible for watching for such notifications.*

SABINAL ISD
REQUEST FOR PROPOSAL
THIRD PARTY ADMINISTRATOR

SCOPE:

The Sabinal Independent School District (SISD) is hereby requesting sealed proposals for a **Third Party Benefits Administrator** to provide services and/or insurance products to SISD, Online Benefit Management of Section 125, COBRA administration, and consolidated billing services. The Proposal will be awarded to the best qualified and highest ranking criteria responsible proposer. The District reserves the right to accept any of the proposals submitted and/or to reject all proposals and to waive any irregularities in any proposal as its interests are best served.

SISD employs approximately 100 employees with an annual payroll of \$5.8 million with payrolls occurring on a monthly basis for all employees.

The "Third Party Administrator" will solicit and provide ancillary and voluntary employee benefit insurance products in accordance with relevant insurance statutes and will provide third-party administration services including, but not limited to, an on-line enrollment system for all employee benefit insurance plans, including health insurance, full integration with the District's financial management systems, Cafeteria Plan Administration, on-site enrollment meetings as requested, and a call center to respond to employee insurance questions, on an as needed basis.

The "Third Party Administrator", in exchange for the above agreed upon services, will be entirely compensated by the insurance commissions received, and that all income received in relation to these services will be fully disclosed to the District on an annual basis, and that the receipt of such commissions shall preclude the Agent from providing independent insurance consulting or advisory services to the District.

Cafeteria Plan Benefits (Section 125): Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums, like flexible spending accounts, health savings accounts, medical, dental, vision, and cancer on a pre-tax basis. A third-party administrator handles employee claims made on these accounts. New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the open enrollment specified time period. Other Benefit Programs Group Life Insurance: SISD provides Group Basic Life insurance of \$10,000 for full-time employees.

SUBMISSION:

SISD will not accept a faxed or emailed submission. In accordance with the instructions set out herein, the envelope containing **one (1) clearly identified original** of the Proposal response, and **two (2) clearly identified, identical copies of the original**, shall be plainly marked:

**Proposal Response for Third Party Administrator
Closes 2:00 P.M., Tuesday, May 2, 2023**

and delivered as follows:

If delivered by US Postal Mail:

Sabinal Independent School District
Business Office
P.O. Box 338
Sabinal, TX 78881

If hand delivered, including in-person, UPS, FedEx, etc...:

Sabinal Independent School District
Business Office
409 W Cullins Ave.
Sabinal, TX 78881

Submissions will be received until 2:00 pm. Tuesday, May 2, 2023. Late deliveries will not be accepted.

STANDARD PROVISIONS.

1. Supplemental Instructions or Changes made by Addendum.

Any supplemental instructions or changes will be in the form of written addenda to this Solicitation. Verbal instructions or guidance shall not be considered binding. Any addenda will be made available to all prospective Proposers, prior to the due date for submittal of Proposals.

It shall be presumed by the District that any addenda so issued have been received by the Proposer and such addenda shall become a part of the Proposal submittal. Proposers who have not obtained this Proposal solicitation document directly from SISD shall be responsible for immediately notifying SISD to receive all written addenda on a timely basis. Proposers who do not so notify SISD and submit Proposals without receipt of all addenda issued may be deemed to have submitted Proposals not responsive to this RFP.

2. Conflict of Interest: Disclosure of Certain Relationships with Local Government Officials.

Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Sabinal ISD must file a Vendor Conflict of Interest Questionnaire with the SISD Business Office in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of facts that require filing. This requirement applies to a person who is an agent of a vendor in the vendor's business with the District.

3. Conflict of Interest: District Employee Relationships.

As referenced in SISD Policies CH (Local) Purchasing and Acquisition, and DBD (Local) Employment Requirements and Restrictions, all Proposers must disclose the name of any SISD employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

Failure to provide such information may be grounds for disqualification of the Proposal response or cancellation of a contract resulting from this Solicitation. Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process. Services that might be provided by the employee as an extension of the employee's regular job responsibilities is exempted from consideration.

4. Proposal Retention.

The District reserves the right to retain all Proposal responses for a period of 90 days after the Proposal closing date for examination, evaluation, comparison, and potential negotiations. The District also reserves the right to determine and waive non-substantial irregularities in any Proposal response, to reject any or all Proposal responses, to reject one part of a Proposal response and accept the other, except to the extent that the Proposal responses are qualified by specific limitations, and to make award as the interest of the District may require.

5. Withdrawal of Proposals.

Any Proposer who is extended the privilege of withdrawing a Proposal response because of having proven mechanical error in their response may not be allowed to submit a response to a future SISD solicitation on similar products and/or services for a period of not more than two (2) years.

6. Confidentiality of Documents.

All documents submitted as part of a Proposal response to this Solicitation will be deemed confidential during the evaluation process. Proposal responses will not be available for review by anyone other than SISD Business Office personnel, the evaluation team, or its designated agents, if so applicable. There shall be no disclosure of any Proposer's information to a competing Proposer prior to award of the contract. Following award of contract, all Proposal responses become public documents and are available for public viewing upon written request to SISD.

7. District Waiver.

The District reserves the right to waive as informality, minor deviations from specifications; waive any minor informality in any Proposal procedure; reject or cancel any or all Proposals; reissue a Proposal invitation; extend the Proposal opening time and date; consider and accept alternate Proposals, if specified in the Solicitation, when it is considered in the best interest of the District.

8. Availability of Funds.

In the event that sufficient funds are not available for the project, the District reserves the right to make an incremental or phased award, negotiate the scope of this contract, delay implementation, reject all Proposals, or award another type of contract other than that required in this RFP.

Evaluations:

Evaluations will be based on Education Code 44.031(b):

THIS IS A NEGOTIABLE PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest priced Proposal. The District shall accept the Proposal response it deems to be in the best interest of the District through the evaluation process.

In making the determination which Proposal responses are deemed acceptable and may be reviewed further, the District shall consider the following criteria during the Step 1 evaluation process:

Step 1 Evaluation	Points
Cost/Fees (to district & employees)	20
Company History / Financial Strength and Stability / Reputation, References, and Past Performance	20
Compliance Capabilities – Ability to monitor & maintain ongoing regulatory compliance	20
Administrative Services / Resources / Integrated Systems / Technology Initiative	20
The extent to which the goods or services meet the district's needs	20
TOTAL	100

The District anticipates that the evaluation process may include multiple levels of evaluation, as example, but not limited to:

Step 1: Initial review of the Proposal responses by the District's Evaluation Team;

Step 2: Interview(s) and/or presentation(s) of top Proposal response(s) from Step 1; and

Step 3: Administrative review of finalist(s) from Step 2.

The District reserves the right to add, remove or modify the above steps, and establish additional evaluation points for each step. If the District determines that additional evaluation steps are required to determine the best value between Proposers, the District reserves the right to consider any or all of the following additional criteria; the proposed price, the Proposer's experience, references and record for responsibility, or any other relevant factor that the District deems necessary to determine best value.

SISD reserves the right to make an award without discussion with any Proposer, after Proposal responses are received. Proposer responses should therefore be submitted on the most favorable terms.

The award of this contract will be a term contract for an initial three (3) year period and may be renewed for two (2) additional two (2) year periods with the mutual consent of the awarded vendor and the Sabinal ISD Board of Trustees. If at any time during the term of any contract that may result from this proposal the District or the awarded vendor cannot come to an agreement, the offended party must notify the other party (90) days before the end of the contract period of nonrenewal. Notwithstanding the term of any contract, the District will have the ability to terminate the contract for convenience at any time with no cost or penalty.

EMPLOYER INFORMATION:

Benefits are effective on the 1st of the month following date of hire. Effective with the 2023-2024 school year, our plan year is September 1st to August 31st.

REQUIREMENTS: Please answer or provide evidence of the following. If there are any variances, please list with the item.

1. Must have capability of enrolling Medical via the Online Enrollment System and export enrollment data to the carrier, or any of the designated plan administrators.
2. Must be able to provide a custom benefit website with full access to carrier information, product brochures, claim forms and full access for employees to login and view benefit information and flex spending accounts.
3. Must have an assigned Account Manager that reports regularly to the district.

RESPONSIBILITIES: If you are unable to assume the responsibilities, please list any variance with the item.

1. Responsible for all claims incurred on or after the effective date and within the contract period. An appropriate transition program will need to be developed before the effective date.
2. Keep SISD informed of new developments impacting employee benefit plans, including:
 - a. State/Federal regulatory compliance requirements (e.g. the Affordable Care Act)
 - b. Industry trends
 - c. Making recommendations for compliance or changes to plan
 - d. Monitoring the regulatory compliance benefits vendors
 - e. Reporting to SISD staff issues that need to be addressed
 - f. Providing compliance resources
3. Conduct meetings and enrollments with all personnel on mutually agreed upon days to educate and inform, answer questions, and give a presentation on the Section 125 plan, benefits and products every year.
4. Provide an annual review of insurance products, performance and status to assess the integrity of the benefits offered to employees.
5. Act as District liaison for plan operations to assist with the resolution of employee, participant and administrative problems as they arise.

COMPANY QUALIFICATIONS:**Qualifications required of responding companies:**

If Proposer/company cannot meet any of the following qualifications, such exceptions must be notated on the company's cover letter.

- Company must be licensed as a Third Party Administrator in the State of Texas and maintain a good relationship with school districts in Texas. Included with the company's submittal should be at least five references located in Texas, preferably within the Region 20 Education Service Center area.
- Company should provide a toll-free telephone line for customer service.
- A bilingual representative(s) of the company will be available during normal working hours for customer service.
- Consolidated one-check billing and EFT (electronic fund transfer).
- Keep the District informed of all changes in both state and federal laws and regulations pertaining to Section 125 to assure that the District and its plan remain in compliance.
- Work closely with administrators and committees to determine plan design and the type of insurance products which best serve the employees' and the District's needs.
- Assist administrators and committees in determining which products are qualified under Section 125.
- Review, evaluate, and analyze all proposals received from insurance providers under Section 125 and submit findings to administrators and committees.
- Conduct annual surveys of insurance products' performance and status to assure that products continue to be qualified under Section 125 and carriers maintain proper ratings.
- Report any recommendations concerning possible improvements or changes in approved products to administrators and committees who are ultimately responsible for communication.
- Conduct meetings and enrollments with all personnel on mutually agreed upon days to educate and inform, answer questions, and give presentations on the Section 125 plan, its benefits, and products.
- Assure continuing compliance with I.R.C. and Department of Labor regulations and rules of the employer for Section 125; including but not limited to, reviewing Benefit Election Forms, Plan Documents, Summary Plan Descriptions, Plan Changes and Amendments, Form 5500 and other IRS filings. Additionally, maintain all plan records in a fashion conducive to providing verification of plan compliance.
- Process and administer all new and existing payroll deductions with insurance companies for payroll deducted financial and insurance products under Section 125.
- Relieve payroll department responsibility by providing consolidated monthly billings, including plan recaps which allow payroll department to submit one check to Third Party Administrator for all payroll deducted products. Third Party Administrator will disburse appropriate amounts to individual carriers within two working days after receipt of funds.

- Provide information to plan participants concerning participation status on a routine basis and address other inquiries on an as needed basis.
- Process all medical reimbursement and dependent care spending account claims in house and assist with carrier claims and associated follow-up as needed.
- Act as District liaison for plan operations to assist with the resolution of employee, participant, and administrative problems as they arise.
- Provide the District with all needed forms to facilitate plan operations and compliance.

GENERAL QUESTIONNAIRE:

All companies must complete this entire questionnaire. The responses to the questionnaire need to be in the order for which it appears in this RFP.

Benefit Consultant

1. Provide your name, address, city, state, zip code and telephone number of home office of firm.
2. Does your firm have any affiliation with an insurance carrier? If so, please identify the name of the insurance company and if your firm is required or encouraged to sell products offered by this company.
3. Is your company an approved vendor for any purchasing cooperatives? If so, please list all that apply.
4. Does your firm review, evaluate and analyze all proposals received from insurance providers and submit findings to administrators and committees?
5. Does your firm conduct an annual review of insurance products, performance and status to assess the integrity of the benefits offered to employees?
6. Does your firm meet with districts to review products prior to renewal and make recommendations on proposed products?
7. Does your firm charge any fees to the district for your consultant services or is your firm willing to accept commission from carriers to offset fees?
8. Will your company provide enrollment material and enrollment professionals during the annual open enrollment event?
9. Identify the individuals who will be assigned to the District. Provide a brief bio for each of them, highlighting relevant experience with similar clients.
10. Will an individual assigned to the district be available to meet face-to-face at New Teacher Orientation and during Teacher Preparation days during the first two weeks of the school year?
11. Please verify that a bilingual customer service representative will be available during normal business hours.
12. How many school district clients are currently served? Please provide the largest group, the smallest group and the number of employees covered.
13. Do you perform discrimination testing? If yes, what type, how often and list all costs.
14. Do you provide online enrollment and automated benefit eligibility management? Please describe and list all costs.

15. What enrollment materials will be provided by your company? At what cost?
16. Upon completion of enrollment, how will data be returned to the district?
17. Will data be loaded into our ASCENDER payroll software system? If yes, please list all costs.
18. Will you provide consolidated billing for the District? Will all participants and contributions be identified? Can this be done electronically? Please describe in full your consolidated billing process.
19. Please describe your administration services for flexible spending accounts. Do you upfront money to the annual election for medical reimbursement claims?
20. Does your company assume the risk of loss on the Medical Reimbursement accounts? If so, at what dollar amount per participant?
21. Where is the location of your claims department?
22. How often are claims reimbursed?
23. What is your average turnaround time of an "approved" claim?
24. Are reimbursements sent directly to participants?
25. What steps will you take to ensure a claim is valid under IRS guidelines?
26. Do you provide a mobile phone app for the flexible spending account? If so, cost associated for this services?

System Administration:

1. Describe the computerized system used to collect, assimilate and integrate the data of the program.
2. List institutions, businesses, providers, insurance/mutual fund carriers and other entities that have input and access to the data collected.

Section 125 Administration

1. Does your firm administer school districts within the State of Texas? If so, how many schools are currently administered by your firm in the State of Texas and Nationwide?
2. Do you employ an onsite attorney that governs the Section 125 Administration? If so, does the district have access to seek counsel from the Section 125 attorney?
3. Is your company wholly owned, a subsidiary or a division of another company? If your firm is a subsidiary or division of another company, please identify the company name and address.
4. Have any principals or the firm ever been named in a lawsuit dealing with the management of the Section 123 Cafeteria Plan? If so, please provide details.

5. Does your firm conduct meetings and enrollments with all personnel on a mutually agreed upon day to educate and inform, answer questions, and give presentation on the Section 125 plan, benefits and products every year?
6. Describe the ways you will inform and educate employees about various benefit programs.
7. Are your account managers or enrollers required to meet sales quotas?
8. Does your firm provide districts with a customized benefit website? If so, is this a service that you provide for all your accounts, and is there a cost to the district for this service?
9. Do you provide a Flex Debit Card for Medical Reimbursement Flexible Spending Accounts? If so, is there a cost to the employee or employer?
10. Are there any fees assessed to the district associated with the 125 Administration?

Online Benefit Management

1. Does your firm offer an online enrollment system? If so, indicate the name of the enrollment software. Also, if changes need to be made to the online enrollment system specific to SISD, do you employ or contract with programmers to adapt the software to meet the needs of the district and what is the normal turnaround time for these changes?
2. How many school districts are currently utilizing your online enrollment system? Do all your clients enroll on your online enrollment system?
3. How long has your firm offered an online enrollment system?
4. What is the total count of employees administered through this online enrollment system?
5. Is the online enrollment system HIPM compliant?
6. Does the platform hold any certifications that demonstrate the platform's financial data processing integrity? How often is the certification renewed?
7. Does your online enrollment system have the capability of enrolling TRS Medical? If so, did you enroll TRS Medical for every one of your schools?
8. For how many school districts is your firm currently enrolling TRS Medical? Please reference three districts you are enrolling TRS Medical.
9. Does your online enrollment system have the capability of exporting enrollment data to the insurance carriers? If so, is this done for all enrolled carriers?

10. Does your online enrollment system have the capability of generating payroll files? If so, will it import to payroll software and provide ongoing payroll files? Please provide names of three districts that are accepting payroll files from your online enrollment system via payroll software and the software system receiving the import.
11. Does your online enrollment system have the capability of importing personnel data from payroll software?
12. Does your online enrollment system facilitate ACA reporting, or is it able to generate periodic files compatible with payroll software utility for ACA reporting?
13. Does your online enrollment system allow for district Administrative access? If yes, what features would Administrators have access to?
14. Please describe your process of training our districts personnel on the benefit administration system.
15. Can your online enrollment system be programmed to determine complex eligibility rules for enrollment of medical and supplemental benefits?
16. Do employees have 24/7 access to login and view benefit related items? If so, briefly explain what employees will have access to.
17. Explain how your online enrollment system is used to educate employees on the benefits offered to the district?
18. Are there any fees assessed to the district associated with the online enrollment?

COBRA Administration

1. Will the firm offer COBRA compliance for employees leaving the district?
2. Does employer have access to view COBRA system for status of COBRA participants?
3. Do you employ an onsite attorney that governs the COBRA Administration? If yes, does the district have access to seek counsel from the compliance attorney?
4. Do you provide initial notice to all covered employees?
5. Do you provide COBRA notification and election rights?
6. Do you provide annual open enrollment notifications?
7. Do you provide HIPAA certificates?
8. Do you track elections?
9. Do you provide premium billing?

Consolidated Billing Services

1. What is the average turnaround time from the receipt of contributions to your disbursement to vendors?
2. Describe the administrative procedures for consolidated billing services.
3. Describe in detail your process of reconciling monthly billing.
4. Describe how funds are held and accounted for.
5. Identify who will be assigned to manage the district's billing and highlight their experience as it relates to school district billing.

Unique Characteristics and Qualifications

Please comment on any characteristics of your organization that are considered unique in the industry.

INFORMATION:

1. Organization

Please provide an organizational chart for the proposed account manager and service team assigned to SISD. Be sure to also attach the following information for each team member:

- a. Biography
- b. Primary responsibility on this account
- c. Years of experience in managed care/insurance
- d. Years with the company
- e. Proposed percent of time dedicated to this account (based on a 40-hour week)
- f. Contact information (title, phone, fax, address, e-mail)

2. Financial

- a. Provide a copy of your most recent annual report and the annual report of your parent company.
- b. Insurance companies quoting on a fully insured basis must provide most recent A.M. Best, Standard & Poor's, Weiss, and Moody's rating (if applicable). If no rating, please explain.

3. Contracts

Vendors should list specific services included.

4. Implementation Timetable and Materials

Please provide a detailed implementation timetable, including an outline of the activities you expect to be performed prior to the stated effective date, completion dates, and the individuals or groups who will have major responsibility for each activity, including:

- a. Contracts completed
- b. Customer service toll-free phone line operational
- c. Electronic access established with SISD
- d. Program operational and ready to deliver benefits to members
- e. Summary plan documents
- f. Welcome packets
- g. Sample claim forms

**SABINAL INDEPENDENT SCHOOL DISTRICT
409 W. CULLINS AVE, P.O. BOX 338
SABINAL, TEXAS 78881**

CERTIFICATION AND REPRESENTATIONS

Proposal Certification and Affirmation

NOTE TO PROPOSER: Failure to complete and submit this certification and affirmation page will be grounds for disqualification of the associated Proposal response.

The undersigned affirms that he or she is duly authorized to execute this certification and Proposal response, that this company, corporation, firm, partnership or individual has not prepared this Proposal response in collusion with any other person, firm or entity making or considering making a Proposal response to SISD for any future District projects and that contents of this Proposal response as to prices, terms or conditions of said Proposal response 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 response.

The foregoing is true and correct. SISD, or any authorized representative of SISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information that SISD might determine as being desirable.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included and/or referenced herein, if accepted within ninety (90) calendar days after Solicitation closing.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Company Phone No: _____

Company Fax No: _____

Authorized Representative _____

Representative Title: _____

Representative Phone No. _____

Representative Email Address: _____

Representative Signature: _____

Date: _____

SABINAL INDEPENDENT SCHOOL DISTRICT
409 W. CULLINS AVE, P.O. BOX 338
SABINAL, TEXAS 78881

AFFIDAVIT OF NON-COLLUSION

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

- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor;
- b. This bid or proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other bidder, competitor prior to the opening of bids or proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a bid or proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing on his behalf.

Email Address: _____

Company Name: _____

Address: _____ City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

**SABINAL INDEPENDENT SCHOOL DISTRICT 409
W CULLINS AVE, P.O. BOX 338
SABINAL, TX 78881**

CERTIFICATE OF RESIDENCY

The state of Texas has passed a law concerning non-resident proposers. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the Sabinal Independent School District to determine the residency of its proposers. In part, this law reads as follows:

“Section: 2252.001

(3) ‘Non-resident proposer’ refers to a person who is not a resident.

(4) “Resident proposer’s refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident proposer under proposals the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to under proposal the nonresident proposer to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that _____
(Name of Company Proposing)

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

_____ Resident Proposer

_____ Non-resident Proposer

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

_____ in the state of _____

(a) Does your “resident state” require proposers whose principal place of business is in Texas to underbid proposers whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? Yes ___ No ___

(b) If yes, what is that amount or percentage? _____

Signature of Authorized Company Representative

Printed Name of Authorized Company Representative

Title/Position with company

Date

SABINAL INDEPENDENT SCHOOL DISTRICT
409 W. CULLINS AVE, P.O. BOX 338
SABINAL, TEXAS 78881

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract 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.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel. List located at

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

SABINAL INDEPENDENT SCHOOL DISTRICT
409 W. CULLINS AVE, P.O. BOX 338
SABINAL, TEXAS 78881

**Chapter 809 (VERIFICATION)
DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES**

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section 2, Subtitle F, Title 10, as amended by adding Chapter 2274, (TX SB13 | 2021-2022 | 87th Legislature), if Contractor is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents and warrants to the Sabinal I.S.D. that the Company:

1. Does not boycott energy companies; and
2. will not boycott energy companies during the term of the contract (if any) between the above-named Company, business or individual with the Sabinal Independent School District

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Section 1.A.8.809 and Section 2.F.10.2274:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company:
(A) invests in or assists in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy; or
(B) does business with a company described by Paragraph (A).
2. "Listed company" means a company listed by the comptroller under Section 809.051.
3. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE SABINAL ISD, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON SABINAL ISD'S RELIANCE ON THIS VERIFICATION.

Exempt due to (select applicable condition): Sole Proprietorship 10 or fewer employees

Signature of Company Representative

Date

Printed Name

Title

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with SISD

SABINAL INDEPENDENT SCHOOL DISTRICT
409 W. CULLINS AVE, P.O. BOX 338
SABINAL, TEXAS 78881

**Chapter 2274 (VERIFICATION)
DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

Pursuant to Texas Government Code, Chapter 2274, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents and warrants to the Sabinal I.S.D. that the Company:

1. Does not Discriminate Against the Firearm and Ammunition Industries, and;
2. Will not Discriminate Against Firearm and Ammunition Industries during the term of the contract (if any) between the above-named Company, business or individual with the Sabinal Independent School District

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Sections 2274.001:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
(A) refuse to engage in the trade of any goods or services;
(B) refrain from continuing an existing business relationship;
(C) terminate an existing business relationship; or
(D) otherwise express a prejudice against the entity or association.
2. Does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and
3. will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.
4. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE SABINAL ISD, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON SABINAL ISD'S RELIANCE ON THIS VERIFICATION.

Exempt due to (select applicable condition): Sole Proprietorship 10 or fewer employees

Signature of Company Representative

Date

Printed Name

Title

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with SISD

SABINAL INDEPENDENT SCHOOL DISTRICT
409 W. CULLINS AVE, P.O. BOX 338
SABINAL, TEXAS 78881

Certification regarding Excluded Nations and Foreign Terrorist Organizations

A school district may not enter into a governmental contract with a company identified on a list prepared and maintained under Texas Government Code 806.051 (now Government Code 2270.0201) (companies with business operations in Sudan), 807.051 (now Government Code 2270.0102) (companies with business operations in Iran), and 2252.153 (companies known to have contracts with or provide supplies or services to foreign terrorist organization). Tex. Gov't Code 2252.152.

“Governmental contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain professional services subject to Government Code 2254. Gov't Code 2252.151(3).

By signature below, I certify and verify that the vendor responding to this solicitation is not on the Texas Comptroller's lists identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Sabinal Independent School District

409 W. Cullins / PO Box 338

Sabinal, Texas 78881-0338

(830) 988-2472 - Phone (830) 988-7151 - Fax

Email: eflores@sabinalisd.net

VENDOR APPLICATION FORM

Instructions:

1. The application form should be completed and signed by an authorized representative of the vendor.
2. The application should be submitted (as noted below) with all supporting documents, including but not limited to:
 - IRS Form W-9
 - Conflict of Interest Questionnaire
 - Felony Conviction Form
 - Certification-Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion for Covered Contracts & Grants
 - Certificate of Insurance (as appropriate for on-site professional services)
 - Criminal History Authorization Form or Certification of Criminal History Record Information
(if working directly with students)

Notice to Prospective Vendors:

1. Vendors must accept purchase orders for all purchases. The district will **not** be responsible for payment for goods or services that are provided to Sabinal ISD staff without an approved purchase order issued by Sabinal ISD.
2. Sabinal ISD is a tax exempt entity. The Business Office will provide a Sales Tax Exemption Form upon request.
3. All invoices and shipping labels must reflect the purchase order number and must be mailed, faxed, or emailed to the Sabinal ISD Accounts Payable Department (mailing address, fax number and email address are noted above).
4. All payments are net 30 days after receipt of the goods and/or services.
5. If there are any changes to this information, a new vendor packet will need to be completed and submitted to the Business Office.

VENDOR IDENTIFICATION

Vendor Name	
Vendor DBA, if appropriate	
Federal Tax ID or Social Security Number	
Type(s) of Goods or Services	
List any Co-Op Contracts (such as Region 20, Buy Board, etc.)	

VENDOR CONTACT INFORMATION

Vendor Mailing Address	
Vendor Remit Address (if different from mailing)	
Vendor Phone Number	
Vendor Fax Number	
Vendor Website URL	
Vendor Email Address (for distribution of Purchase Orders)	

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

Vendor Authorized Representative (Print Name)

Title

Vendor Authorized Representative (Signature)

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</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 FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p> <p>Sabinal Independent School District 409 W Cullins/PO Box 338 Sabinal, TX 78881-0338</p>
		<p>6 City, state, and ZIP code</p>	
		<p>7 List account number(s) here (optional)</p>	

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 ▶
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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.

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.



Business Office
P.O. Box 338
409 West Cullins Ave
Sabinal, Texas 78881-0338
PHONE: (830) 988-2472
FAX: (830) 988-7151

SABINAL INDEPENDENT SCHOOL DISTRICT
Providing an Exemplary Education Leading to a Successful Future

FELONY CONVICTION NOTIFICATION

The Texas Education Code, Section 44.034(a) states that 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 the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

- () My firm is a publicly held corporation; therefore this requirement is not applicable.
- () My firm is not 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: _____

Description of conduct resulting in a felony: _____

Name: _____

Description of conduct resulting in a felony: _____

Name: _____

Description of conduct resulting in a felony: _____

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

Vendor's Name: _____

Authorized Company Official's Name: _____

Authorized Company Official's Title: _____

Date

Signature

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

Federal Executive Order 12549 requires the **Sabinal Independent School District (District)** to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

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

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the District may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the District, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? ____ YES ____ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government or District may pursue available remedies, including suspension and/or debarment.

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

Indicate which statement applies to the covered potential contractor/grantee:

- ____ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- ____ The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE _____

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. _____

DUNS Number: _____

CAGE Code: _____

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Date

INSTRUCTIONS FOR CERTIFICATION

- 2 -

1. By signing and submitting this proposal, the prospective contractor/grantee is providing the certification set out below.
2. The inability of a contractor/grantee to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor/grantee shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor/grantee to furnish a certification or an explanation shall disqualify such contractor/grantee from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the District may terminate this transaction for cause or default.
4. The prospective contractor/grantee shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor/grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contractor/grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective contractor/grantee further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the District may terminate this transaction for cause or default.