

**REQUEST FOR PROPOSALS (RFP)**  
**Enterprise Data Warehouse and Performance Management**  
**Software and Related Items**  
**RFP #26-10**



Completed proposals for **RFP #26-08 for an Enterprise Data Warehouse and Performance Management Software and Related Items** must be received **on or before 10:00 AM June 8, 2026.** Electronic submissions in the online bidding system [www.publicpurchase.com](http://www.publicpurchase.com) must contain all required proposal documents (including forms, completed specifications, and any other documents required by the proposal invitation). Proposers must ensure that all required content for each part of the submission is fully uploaded. In lieu of electronic submissions, Cleveland ISD will also be receiving in-person or mailed proposals. Proposers choosing this method must submit a sealed envelope or carton, properly marked with the RFP number and submittal date and time, containing all required proposal documents (including forms, completed specifications, and any other documents required by the proposal invitation). You must choose one method or the other, not both, to submit your proposal. **Late proposals will not be accepted.**

**RFP TIMELINE**

**Release Date: May 21, 2026**

**Questions Due: May 27, 2026, 12:00 a.m., CST**

**Responses to Questions: May 28, 2026, 5:00 p.m., CST**

**Proposals Due: June 8, 2026 – 10:00 a.m., CST**

**Award Date: June 15, 2026**

In an effort to maintain fairness in this process, all inquiries concerning this procurement are to be directed only to the Cleveland ISD Purchasing Department, in writing. Attempts to contact Cleveland ISD Board of Trustee members, Superintendent of Schools, Assistant Superintendents, Directors, or other employees, during this period beginning with the issuance of this document through approval of award are strictly prohibited unless authorized by the Cleveland ISD Purchasing Department. Any attempt by a vendor or representative of the vendor to contact or influence a member or members of the aforementioned, will be grounds to disqualify a respondent from award of items or services in this RFP.

Cleveland Independent School District  
Attn: Alfonso Saldivar  
1901 E. Houston St.

**INTENT TO RESPOND**

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

**To:** \_\_\_\_\_

**From:** \_\_\_\_\_

\_\_\_\_\_  
Name and Phone Number

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

Reference: Vendor's intent to respond to RFP No. #26-10, Enterprise Data Warehouse and Performance Management Software and Related Items

In order that Cleveland Independent School District may assess potential vendor's interest in this job, please check one of the statements below and email to [Alfonso.Saldivar@clevelandisd.org](mailto:Alfonso.Saldivar@clevelandisd.org) or fax form to (281) 592 - 8283, on or before 5/26/2026, thank you.

Our company intends to respond to this job: ☐

Our company declines to respond to this job: ☐

Optional: Reason for declining: ☐

Declining to respond will not eliminate the vendor from future consideration to jobs with Cleveland Independent School District.

## **1. GENERAL INFORMATION**

### **1.1 Purpose**

Cleveland Independent School District (the “District”) desires to receive sealed proposals from qualified suppliers (the “Vendor”) for an Enterprise Data Warehouse and Performance Management Software and Related Items as set forth in this proposal invitation.

### **1.2 Term of Contract**

The term of this contract will be for one (1) year with four (4) additional one (1) year optional renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The District will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to the District. To the extent provided for in the contract, the District, at its sole option, may renew this contract for four (4) additional one-year terms by giving the Vendor written notice no later than thirty (30) days prior to the expiration of the current term. If the option to renew is exercised, the contract will continue under the same terms and conditions set forth herein. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

### **1.3 Scope of Work**

**The District requires a turn-key solution that includes, but is not limited to:**

- Enterprise Data Warehouse platform
- Data integration and ETL/ELT services
- Historical data conversion and warehousing
- Dashboarding and analytics tools
- Predictive analytics and early warning systems
- Training and implementation services
- Ongoing support and maintenance
- Security and governance controls
- Texas-specific reporting and accountability support

The proposed solution must support districtwide analytics and operational intelligence across instructional, operational, financial, accountability, attendance, staffing, and strategic planning functions.

The system must be scalable to support the District’s continued rapid enrollment growth and expanding analytics needs.

**Minimum software requirements include, but are not limited to, the following:**

#### **1. Texas Educational Data and Accountability Support**

The proposed solution must support the integration and analysis of Texas educational data utilized for operational reporting, accountability monitoring, attendance analytics,

assessment analysis, staffing analytics, CCMR tracking, and strategic decision-making. The platform should support the consumption and analysis of data originating from systems related to:

- **Student Information Systems**
- **Assessment platforms**
- **Attendance systems**
- **HR/Finance Systems**
- **Accountability Reporting Systems**
- **TSDS/PEIMS**

## **Vendor Qualifications and Experience**

### **Vendors must demonstrate:**

- Significant experience supporting K-12 school districts
- Significant experience supporting Texas public school districts
- Expertise in educational analytics, dashboarding, and enterprise data warehousing
- Successful implementations of similar scope and size
- Experience integrating data from multiple educational and operational systems into centralized analytics environments

### **Vendors should have:**

- A minimum of five (5) years providing K-12 data warehouse and analytics solutions
- At least five (5) successful Texas K-12 implementations
- Existing Texas-based references from similarly sized school districts
- An established educational analytics and dashboarding platform currently in production use within K-12 environments

## **Texas K-12 Analytics Experience**

**Vendors should demonstrate experience supporting Texas public school districts with:**

- Student performance analytics
- Attendance and ADA analytics
- STAAR and EOC analytics
- CCMR tracking and reporting
- Longitudinal student analytics
- Cohort analysis
- Executive and operational dashboarding
- Enrollment and staffing analytics
- Accountability and strategic planning analytics

**Vendor references should demonstrate proven success supporting school districts with enterprise educational analytics, operational reporting, dashboarding, and strategic decision-making.**

## **System Integration Experience**

**Vendors should demonstrate experience integrating data from systems such as:**

- Student Information Systems (SIS)
- HR/Finance systems
- Assessment platforms
- Attendance systems
- Transportation systems
- Special program systems
- Third-party educational applications

**The District prefers vendors with mature, scalable integration frameworks and existing K-12 data integration experience.**

### **Product Maturity**

The proposed solution should be a commercially available, vendor-supported K-12 analytics and data warehouse platform.

### **The District is not seeking:**

- a replacement Student Information System,
- or a TSDS/PEIMS submission platform.

**The proposed solution must function independently of any requirement to replace existing District core systems.**

## **1.4 Proposal Requirements**

### **a) Background**

Cleveland ISD is a mid-size growing district located approximately 50 miles northeast of Houston, Texas. The Texas Education Agency (TEA) has labeled Cisd as a growing district in Texas since October 2019. Enrollment was 7,747 students for the 2019-20 PEIMS Snapshot; as of February 16, 2026, that number has exceeded 12,700 students. Cleveland ISD facilities currently includes twelve (12) campuses (Douglass Learning Academy, Southside Elementary, Ninth Grade Center, Eastside Elementary, Cottonwood Elementary, Pine Burr Elementary, Cleveland Middle School, Cleveland High School, DAEP, Santa Fe Middle School, Santa Fe Elementary School, and Northside Elementary School).

Each firm shall be responsible for familiarizing themselves with Cleveland ISD, its boundaries, structures, and any other data that may be important to consider when preparing a response. Firms shall organize responses in the order listed below and include the content as requested. Please note: Duplicate information may be requested in more than one evaluation criteria section. This information will be used for the Evaluation Criteria noted below. Cleveland ISD reserves the right to reject as non-responsive any responses that do not contain the information requested in this RFP. Additionally, Cleveland ISD reserves the right to reject, as non-responsive, any responses that are not organized and formatted as described in this RFP.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

#### **b) Pricing**

The District is looking for a turn-key Data Warehouse and Performance Management Software and Related Items software solution to include training, full implementation, software updates, important/exporting data if necessary, maintenance and customer support.

#### **c) Quality**

Proposed services must conform to the highest standards of trade practice and include use of commercial grade equipment and tools maintained according to manufacturer standards and recommendations. Proposed services shall not be performed with inferior equipment and tools.

Utilization of only experienced, responsible, and capable personnel in performance of the work shall be mandatory. Performance of all work required under this agreement shall be done in a manner consistent with the highest industry standards. Work shall be done with a minimum amount of disruption to the District activities.

#### **d) Samples**

The District may request a product sample. Proposer must furnish the requested sample at no cost to the District, and, unless otherwise specified, the District must receive the sample within 72 hours of the request. The submitted sample must be labeled with the proposal invitation name and number, item number, product identification number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The District will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the District will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the District may permanently retain samples submitted by awarded Proposers for the purpose of determining that the quality and workmanship of awarded products delivered to the District is comparable to the samples. The District is not liable for samples that are damaged, destroyed, or consumed during examination or testing.

#### **e) All or Nothing and Certain Item Proposals**

Unless otherwise indicated in this proposal invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Proposers.

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The District will consider items individually and make awards on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit.

#### **f) Confidential Information**

**Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential. The District will treat such information as confidential to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law. If Proposer fails to properly identify the information, the District shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure laws. The District will not be responsible for Proposer's failure to clearly identify information Proposer considers confidential or proprietary. Proposer will be notified of any third-party request for information that Proposer has identified as Confidential/Proprietary.**

## **1.5 Submission of Proposals**

Proposer shall be responsible for any cost incurred in the preparation of proposals and participation in the evaluation process. There is no expressed or implied obligation by Cleveland ISD to reimburse Proposer for any costs incurred in preparation or submission of proposals, for providing additional information when requested by Cleveland ISD, or for participating in any selection demonstration, interviews, and contract negotiations.

Submittals **must be signed by an individual authorized to contractually bind their firm.** By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Proposer. A facsimile or imaged signature will be deemed as original. Unsigned proposals will be considered non-responsive.

Sealed Proposals will be received electronically at:

**[www.publicpurchase.com](http://www.publicpurchase.com)**

Or in person at:

**Cleveland ISD – Purchasing Department  
1901 E. Houston St., Cleveland, Texas 77327**

Until **Monday, June 8, 2026, at 10:00 AM.** Proposals received after the time and date specified above will be considered non-responsive and will be unopened and returned to vendor. **Delivery of proposals to other Departments within Cleveland ISD is not considered as delivery to the Purchasing Department.**

In person submissions must be received as a sealed envelope or carton marked with RFP number and title in the lower left corner and must include one (1) original in unbound hard copy format and one (1) electronic format (USB flash drive). The electronic format must include all catalogs and/or pricelists when applicable.

**Faxed or emailed proposals are not acceptable. Any faxed or emailed proposals received will be considered non-responsive and will be filed unopened. Copyrighted proposals are unacceptable and will be considered non-responsive.**

### **a) Addenda**

Any interpretation, correction or change to this proposal invitation will be made by addendum and updated information contained in an addendum will prevail over the information contained in the original proposal invitation or a previous addendum. The District is the sole authority for the issuance of any addendum and any communication related to this proposal invitation that is not from the District is invalid. Although the District may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Proposer's responsibility to monitor the District website and/or designated electronic bidding site for possible addenda and incorporate any posted addendum into the Proposal. Proposer must acknowledge each addendum in accordance with the instructions accompanying the addendum.

**All questions must be submitted in writing and received no later than May 27, 2026 at 12:00 (noontime), CST.** Responses will be posted to the designated website as a final addendum on **May 28, 2026 by 5:00 p.m. CST.** No verbal responses will be provided.

**Contact:**  
**Cleveland ISD - Purchasing Department**  
Alfonso Saldivar, Director of Purchasing  
E-mail : [Alfonso.Saldivar@clevelandisd.org](mailto:Alfonso.Saldivar@clevelandisd.org)

#### **b) Withdrawal**

Proposer may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time.** Proposer must submit a written request to the District to withdraw in person submissions. The request to withdraw must be signed by an individual authorized to enter into contracts on Proposer's behalf. If the District has any question or doubt regarding Proposer's identity or the identity of its Proposal, withdrawal will not be allowed. If the District decides to allow the withdrawal, Proposer's duly authorized representative will be required to complete and sign a written receipt satisfactory to the District before the proposal will be released. The decision of the District relating to matters concerning withdrawal of a Proposal is final.

Proposer may resubmit the withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this proposal invitation. If Proposer resubmits a Proposal that was withdrawn and makes any change to any document in the proposal package, the change must be made in accordance with the District's instructions for Proposal submissions, and Proposer will be deemed to have authorized such change.

**Proposals that are in the District's possession at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Proposer after the Proposal Due Date and time specified in this proposal invitation.**

#### **1.6. Evaluation of Proposals**

All response material will be evaluated to determine best value. Each Proposer's price, experience and reputation, quality of goods or services, impact on the ability of the District to comply with rules relating to historically underutilized businesses, safety record, proposed personnel, financial capability, and any other relevant factors specifically listed in this RFP will be evaluated.



Cleveland ISD reserves the right to ask for presentations during the evaluation process. Notice will be given to the proposers who are in the “zone of consideration” for award. Evaluation of the presentations may result in scoring changes to the appropriate category.

The prequalified list of vendors will be presented to the Cleveland ISD Board of Trustees for consideration at the earliest opportunity following the official proposal opening date.

| Best Value Criteria |                                                                     | Maximum Points |
|---------------------|---------------------------------------------------------------------|----------------|
| 1                   | Price Competitiveness                                               | 40             |
| 2                   | Vendor Experience and Reputation                                    | 15             |
| 3                   | Quality of Goods or Services                                        | 15             |
| 4                   | The extent to which the goods or services meet the District’s needs | 15             |
| 5                   | Value Added Service                                                 | 5              |
| 6                   | Total Long-Term Cost to the District                                | 10             |
| TOTAL:              |                                                                     | 100            |

### 1.7. Award of Proposals

This contract will be awarded based on the evaluation and award criteria set out in Section 1.6 and other legal requirements relevant to federal, state, and local procurement law.

Awarded pricing may include line item pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the proposal invitation. Vendor shall hold awarded pricing firm during the Contract term. For awards based on discount off catalog or pricelist, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the District, and shall provide upon request such supporting manufacturer documentation as the District may require. Such pricelists or catalogs must be provided in the same format required by the proposal invitation for catalogs and pricelists submitted with Proposals. All pricelist or catalog changes must be supported by manufacturer price changes or similar market changes. The District reserves the right to reject any or all catalog or pricelist price changes as it deems to be in the best interest of and to provide best value to the District. Unless otherwise provided in the proposal

invitation, no catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted within 180 days of Vendor’s Proposal submission or within 180 days of submission of a prior revised catalog or pricelist. Updated pricelists or catalogs must be limited to awarded products or the pricelist or catalog may be rejected by the District in its entirety. Vendor must provide the District with prior notice of catalog and pricelist changes. Until such time as updated pricelists have been submitted to the District, or in the event the District rejects or determines further information is required before accepting a revised catalog or pricelist, Vendor shall be required to continue to apply the prior catalog or pricelist pricing, with applicable discount, to District. All awarded discounts must remain firm during the Contract term. In the event Vendor decreases the price of awarded products or services for any or all of its other customers in similar market circumstances below the Contract price, Vendor must offer such decreased pricing to District. If it is determined that a Vendor has sold products or services to the District through the Contract at a price higher than the

applicable awarded pricing, Vendor shall be in default of its Contract and subject to termination.

The District reserves the right to accept or reject all or any part of any submittal, waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered and to award to a single vendor, multiple vendors, each line item separately or in any combination. The final decision as to the best overall offer, including as to price and suitability of the proposed products or services to meet the needs of and provide best value to the District, rests solely with the Cleveland ISD Board of Trustees.

A proposal does not become a Contract unless and until the Proposal is accepted by the District through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by the District by the issuance of a Purchase Order. Vendor must honor all purchase orders issued by the District.

## **2. CERTIFICATIONS**

### **2.1. Compliance with Applicable Laws**

By signing this Proposal, the Proposer certifies that Proposer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regards to awarded products and/or services. Vendor further warrants that all products provided under the Contract meet applicable OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories. If awarded products are chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to the District during the Contract term. Vendor must provide additional MSDSs to District upon request, promptly and at no additional cost.

### **2.2. Non-Collusion**

Proposer agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Proposer's Proposal:

- 1) Neither Proposer nor any business entity represented by Proposer has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this proposal invitation;
- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the District or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote,

or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;

4) Neither Proposer, nor any business entity represented by Proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and

5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

### **2.3. Legal, Ethical, and Other Matters**

Proposer agrees and certifies to the following:

1) Proposer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;

2) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;

3) Proposer is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal;

4) Proposer has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this proposal invitation, and Proposer will comply with any reasonable request from the District to supply information sufficient to substantiate the foregoing representations;

5) Proposer has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;

6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Proposer's most favored customer under equivalent circumstances;

7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;

8) Proposer will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;

9) The person whose signature appears on the Proposal Acknowledgements of this RFP hereby certifies that neither the individual nor their firm or principals of the firm are listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U.S. General Services Administration (GSA) effective as of the date of opening (proposal submission deadline) of the Proposal. The District will use the Federal Government's System for Award Management (SAM) system managed by the GSA, found at [www.sam.gov](http://www.sam.gov), to determine Contractor's eligibility prior to contract award;

10) By submitting a response to this request, each Proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public

Access to Certain Information. A list of local government Officers may be obtained at [www.clevelandisd.org](http://www.clevelandisd.org). Failure to comply with this provision may result in the Proposal being considered non-responsive;

11) Upon notification of intent to award, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016 by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at [www.ethics.state.tx.us/index.html](http://www.ethics.state.tx.us/index.html)

12) Proposer will maintain, at Proposer's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the District from all claims for bodily injury, death, or property damage that might arise from the performance by Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law;

13) Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state of Texas. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies; and

14) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.

#### **2.4. Prevailing Wages, Bonding, and Insurance Requirements**

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code. Vendor must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code. Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the District from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

### **3. CONTRACT TERMS AND CONDITIONS**

#### **3.1. Contract Term**

Length of this RFP shall be for a period of one (1) year. To the extent provided for in the contract, the District, at its sole option, may renew this contract for four (4) additional one-year terms.

### **3.2. Non-Appropriation**

Goods and/or services to be provided by Vendor in years subsequent to the first fiscal school year will be dependent upon the appropriation and allotment of funds. Cleveland ISD under this agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature and/or allocation of funds by the Cleveland ISD Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Cleveland ISD will issue written notice to Vendor and Cleveland ISD may terminate this agreement without further duty or obligation under this agreement. Vendor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Cleveland ISD.

### **3.3. Central Texas Purchasing Alliance**

Cleveland Independent School District is a member in good standing of the Central Texas Purchasing Alliance (CTPA / [txctpa.org](http://txctpa.org)), an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services, and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements. In support of this collaborative effort, all awards made by Cleveland Independent School District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district's needs, as long as such modifications are directly related in nature to the original contract. To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

### **3.4. Termination of Contract**

Cleveland ISD reserves the right to cancel any contract resulting from this RFP at any time, for any reason, or for no reason with a thirty (30) day written notice to the Vendor. Any notice required or permitted to be delivered to the vendor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage

prepaid, and addressed to the Vendor's address appearing on the face of the RFP (or as subsequently revised or changed). Any compensation due the vendor(s) will be limited to services performed and accepted by the District.

At the District's option and in addition to any other remedies it may have available, the District may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- 1) Delivery of product or services that fail to meet the item specifications;
- 2) Delivery of product or services that are defective or substandard or fail to pass product inspection;
- 3) Delivery of a product substitution, except as specifically authorized;
- 4) Failure to meet required delivery schedules;
- 5) Failure to timely supply the awarded products or services at the contract price;
- 6) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the District;
- 7) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- 8) Selling non-awarded goods or services under the Contract;
- 9) Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to District unless caused by a Force Majeure event.

Notwithstanding any other provision of these Terms and Conditions, in the event of Vendor's default under or breach of any provision in the Contract, the District reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of, or necessary or appropriate to protect or provide best value, to the District. Without limiting the scope of the foregoing, the District may temporarily inactivate (suspend) Vendor as a District vendor, with or without prior notice to Vendor, if the District determines that the nature of the breach under the Contract with Vendor or a potential public health and safety issue warrants such action, and the temporary inactivation will remain in effect pending further action or termination of the Contract by the District. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the District terminates the Contract, in whole or in part, the District reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the District determines to provide best value.

The District shall not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

### **3.5. Assignment**

It is understood that in the performance of any services herein provided, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Cleveland ISD and shall furnish such services in its own manner and method, except as required by this contract. Further, Vendor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Vendor

in the performance of the services hereunder. Vendor shall be solely responsible for, and shall indemnify, defend, and save Cleveland ISD harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

If any services to be rendered by Contractor under the Contract will be (or may be) performed by individuals other than the Contractor's own employees (hereinafter referred to as "Subcontractors"), then Contractor must inform District of such Subcontractor engagement and shall describe the extent of the work to be performed by the Subcontractor. Contractor shall disclose to District the name of the firm and/or individuals Subcontracted and any other information the District may require to ensure the Subcontractor is qualified to perform such services in connection with the Contract. Subcontractors shall operate under, and shall be bound by, the same terms and conditions of the Contract. Compensation and supervision of Subcontractors shall be the sole responsibility of the Contractor. The District reserves the right to, at any time, reject services provided by a Subcontractor and reserves the right to interview the Subcontractor prior to accepting any services from such. Any assignment by Vendor of this contract or any part thereof without written consent of Cleveland ISD shall be void.

Cleveland ISD reserves the right to select another Vendor to continue with additional scope(s) of work or determine that the scope for additional tasks will not be performed for any reason. All work products from any SOW as well as any work paid for by Cleveland ISD, are the property of Cleveland ISD. The Vendor will deliver all of its documentation and records from any SOW performed to Cleveland ISD in an orderly and timely manner. Cleveland ISD reserves the right to use the work product as Cleveland ISD requires including, but not limited to, use by a replacement vendor in performing other SOW's.

### **3.6. Intellectual Property**

Without limiting these Terms and Condition, if any claim is asserted, or action or proceeding brought against the District that alleges that all or any part of the products supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the District, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the District harmless, against any such claim or action and shall indemnify the District against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either (a) procure for the District the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the District to return the product and refund the purchase price (less reasonable depreciation for use.)

### **3.7. Indemnification**

VENDOR SHALL HOLD CISD AND ITS PAST AND PRESENT AND FUTURE TRUSTEES, OFFICERS AND EMPLOYEES (COLLECTIVELY "INDEMNIFIED PARTIES") HARMLESS AND SHALL INDEMNIFY ALL SUCH INDEMNIFIED PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF VENDOR AND ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS DONE IN CONNECTION WITH THIS CONTRACT.

### **3.8. Force Majeure**

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The District and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The District will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless the District has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of these Terms and Conditions, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the District may, at its sole option, terminate the Contract. This section does not limit or otherwise modify any of the District's rights as provided elsewhere in the Contract.

### **3.9. Applicable Law, Venue and Dispute Resolution**

This Request for Proposals and any resulting award(s) shall be interpreted within the laws of the State of Texas. Venue for any legal action filed relative to this Request for Proposals or any resulting contract shall be in Liberty County, Texas.

In the event that any one or more of the provisions contained in this RFP (or resulting contract) shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provisions shall not affect any other provision hereof, and this RFP (or any resulting contract) shall be construed as if the invalid, illegal, or unenforceable provision(s) had never been contained herein.



## 4. OTHER CONTRACT PROVISIONS

### 4.1. Criminal History Checks

Contractor shall certify compliance with Texas Education Code 22.0834 and Education Commissioner's rules regarding criminal history record review for all employees, applicants for employment, agents or subcontractors of the Contractor. Contractor shall obtain criminal history record information through the criminal history clearinghouse as provided by Government Code 411.0845 when the employee, applicant, agents or subcontractor has or will have continuing duties related to the contracted services and will have direct contact with students. The District considers "continuing duties" to exist when a Contractor will be providing services on District grounds over a term that spans beyond one (1) calendar day or school day, whichever applies. The District considers "direct contact" to exist either when a Contractor will be providing services to students directly or providing services in a manner that could lead to opportunities for significant verbal or physical contact with students. The Contractor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present."

Should an environment develop where there is direct and ongoing unsupervised contact with student(s), then, at a minimum, the Qualified Vendor shall cease work immediately, notify CISD, and obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work on CISD premises. The following steps should be followed to complete the process:

- If you are a **sole proprietor** (one-person company) you must:
  1. Contact CISD Purchasing Department to obtain FAST pass.
  2. After fingerprinting is completed, email Alfonso Saldivar, Director of Purchasing, at [alfonso.saldivar@clevelandisd.org](mailto:alfonso.saldivar@clevelandisd.org) and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state characterization card.
- All other **suppliers, contractors, and subcontractors** must:
  1. Receive award letter or signed contract from the Purchasing Department. **Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.**
  2. Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.
  3. Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

After fingerprinting is completed, email Alfonso Saldivar, Director of Purchasing at [alfonso.saldivar@clevelandisd.org](mailto:alfonso.saldivar@clevelandisd.org) and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state characterization card.

If an employee is arrested while under contract, you must contact CISD. The incident must be reported within 3 business days of the arrest.

Notify CISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on CISD property.

## **4.2. Insurance Requirements**

The successful Vendor shall provide and maintain such insurance as will protect the Vendor and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Vendor shall file with the Purchasing Department, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection.

**The Vendor agrees to add Cleveland ISD as an additional insured with a Waiver of Subrogation.** The Firm shall, during the performance of this Agreement, keep in force the following insurance:

- Commercial General Liability, \$1,000,000 per occurrence;
- Texas Workers' Compensation and Employers' Liability, \$1,000,000 each accident per statute;
- Auto Liability, \$500,000 per occurrence any auto;
- Umbrella Liability, \$1,000,000 per occurrence

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District.

The Certificate of Insurance must be presented prior to start of service. The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

## **5. SPECIFIC CONDITIONS AND SPECIFICATIONS**

### **5.1. Proposal Requirements**

Proposer shall organize the response in the order listed below and include the content as requested. Please note: Duplicate information may be requested in more than one evaluation criteria section. This information will be used for the Evaluation Criteria noted below. Cleveland ISD reserves the right to reject as non-responsive any responses that do not contain the information requested in this RFP. Additionally, Cleveland ISD reserves the right to reject, as non-responsive, any responses that are not organized and

formatted as described in this RFP.

## **5.2. Vendor Experience and Reputation**

How many years has your firm been in business providing Data Warehouse and Performance Management Software to K-12 schools in Texas?

Indicate all other names by which your firm has been known and length of time known by each name. Goods and or services provided by firm and number of employees.

Be authorized to do business in the State of Texas and possess all registrations in accordance with all applicable statutes, regulations, and rules.

## **5.3. Quality of Goods or Services**

How does your company keep your software up to date and relevant with regard to state and federal educational changes?

Supply three (3) references where you have provided the Data Warehouse and Performance Management Software to other K-12 schools in Texas. Include name of firm, address, telephone number, and name of representative (see Reference Forms Attachment B).

## **5.4. Meets District Needs**

Provide a comprehensive statement detailing how your Data Warehouse and Performance Management Software meets the needs of the District. Are there any outstanding/pending litigation involved with your company's ability to provide stated goods and or services, or any other factors associated with your firm? If so, please provide an overview.

## **5.5. Long Term Cost to District**

Long term cost is defined in this RFP to include additional hardware, personnel needed to implement and renewal fees to support the Data Warehouse and Performance Management Software.

## **5.6. Value Added Services**

These are goods or services provided by the vendor at no additional cost i.e. additional training, 24/7 customer support, user groups, software customization, etc. for the Data Warehouse and Performance Management Software.

## 6.0. Price and Delivery Table (Price Competitiveness)

Pricing and Delivery Table- Vendor shall complete all blanks failure to do so may disqualify your proposal. CISC reserves the right to award by line item, partial award, entire award or none at all. **This is a turn-key pricing and shall include all training, implementation, data importing/exporting, and no additional cost will be allowed.**

| Item               | Description (Term Period 9/1/2026 to 8/31/2027)                                                                                | Unit of Measure | Qty. | Unit Price      |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------|------|-----------------|
| 1.                 | Data Warehouse and Performance Management Software (annual license fee)                                                        | Lot             | 1    | \$ _____        |
| 2.                 | Turn-key implementation cost i.e. importing/exporting, training, customer support, etc. (no additional cost shall be allowed). | Lot             | 1    | \$ _____        |
| <b>Grand Total</b> |                                                                                                                                |                 |      | <b>\$ _____</b> |

### Renewal Option Years 1-4

| Item | Description                                                                                          | Renewal Option Year | Unit of Measure | Unit Price |
|------|------------------------------------------------------------------------------------------------------|---------------------|-----------------|------------|
| 1    | Data Warehouse and Performance Management Software Program as listed above for 9/1/2027 to 8/31/2028 | 1                   | Lot             | \$ _____   |
| 2    | Data Warehouse and Performance Management Software as listed above for 9/1/2028 to 8/31/2029         | 2                   | Lot             | \$ _____   |
| 3    | Data Warehouse and Performance Management Software as listed above for 9/1/2029 to 8/31/2030         | 3                   | Lot             | \$ _____   |
| 4    | Data Warehouse and Performance Management Software as listed above for 9/1/2030 to 8/31/2031         | 4                   | Lot             | \$ _____   |

**Related Items:** These are other goods or services that Cleveland ISD may wish to purchase from your company in the future. The discount rate will need to remain constant but MSLP, catalog pricing and hourly rates can change at renewal periods.

| Item | Description                       | Percentage Discount off MSLP* or Catalog Price | Percentage Discount off Normal Consulting and or Analyst Rates |
|------|-----------------------------------|------------------------------------------------|----------------------------------------------------------------|
| 1    | Other Software Modules            | _____%<br>Discount Off                         |                                                                |
| 2    | Consulting Services               |                                                | _____%<br>Discount Off                                         |
| 3    | Implementation Analyst Technician |                                                | _____%<br>Discount Off                                         |

\*Manufactures Suggested List Price

## **Cleveland Independent School District Forms**

All forms with an asterisk (\*) must be completed and submitted with proposal.

1. Vendor Questionnaire – Attachment A\*
2. Reference Form – Attachment B\*
3. Proposal Acknowledgement – Attachment C\*
4. Deviation and Compliance -Attachment D\*
5. Vendor Certification Forms – Attachment E\*

**Vendor Questionnaire**  
**If more space is needed add 8.5" X 11" sheet(s)**

1. How long has your company been in business providing Data Warehouse and Performance Management Software to K-12 schools in the State of Texas?  

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2. Is your company up for sales at this time?  

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3. Is your company involved in any legal lawsuits at this time?  

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4. When was your Data Warehouse and Performance Management Software last updated?  

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5. Can you guarantee—in writing—that student PII (Personally Identifiable Information) will never be sold or used for targeted advertising?  

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6. Is the platform StateRAMP certified? Texas mandates that state and local agencies—as well as associated contractors—use cloud services that meet StateRAMP or TX-RAMP security standards.  

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7. Where are your servers physically located i.e. in Texas or other parts of the United States?  

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8. How easily does the software system aggregates regional data, such as local property taxes, Texas Education Agency (TEA) metrics, or Texas Comptroller reports.  

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9. How does the software system handle missing, duplicate, or malformed data before it gets loaded into reports, and verify the accuracy of the sync?  

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10. Does the software system offer automated, customizable reporting?  

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11. Can you implement your software system (live plus complete training) by 7/31/2026?  

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**Reference Form**

Provide at least three (3) references where your company has supplied Enterprise Data Warehouse and Performance Management Software for K-12 schools in the State of Texas. The school district should be comparable in size to our District in the last three (3) years. If more space is needed add 8.5" X 11" sheet(s).

1. Name of School: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date Software Implemented: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of School: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date Software Implemented: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of School: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date Software Implemented: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PROPOSAL ACKNOWLEDGEMENTS

Attachment C.

The undersigned Respondent has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and certifies that: The undersigned, in submitting this Proposal and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Proposal; that he/she will abide by all the policies and procedures of CISD; and that he/she has read this entire Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this Proposal.

Proposer represents that prior to preparing this Proposal, he/she has carefully read the RFP Documents, examined the site of the Project, and has made an investigation such that he is fully informed of the conditions, facilities, difficulties, restrictions and requirements which he/she will/may encounter in the completion of the Project in accordance with the terms of the RFP Documents.

By submission of this proposal, the vendor certifies that: a) This proposal has been independently arrived at without collusion with any other vendor/proposer or with any competitor. b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other proposer, competitor or potential competitor; c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing on its behalf.

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: • The employer has contracted with the district to provide services. • The particular employee will have continuing duties relating to the contract with the district. • The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: (1) they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law (2) they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: (a) Any offense against a child (b) Any sex offense (c) Any felony offense involving controlled substances (d) Any felony offense against property (e) Any other offense the District believes might compromise the safety of student, staff, or property. A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school property. The use of tobacco products are not allowed on school district property.

By signing and executing this proposal, I further certify on behalf of my organization and represent to Cleveland Independent School District that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN. § 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Cleveland ISD concerning this proposal on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this proposal; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Cleveland ISD in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Cleveland ISD in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

**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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**DEVIATION/COMPLIANCE FORM**

If the undersigned supplier intends to deviate from the Terms and Conditions or Specifications listed in this proposal invitation, all such deviations shall be listed on this page, with complete detailed conditions and information included or attached.

Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively “deviations”) from these Terms and Conditions or any of the item specifications in the Proposal at the time the Proposal is submitted. The submission of any such deviation may place Proposer at a competitive disadvantage or otherwise prevent the District from considering the Proposal on the affected item(s).

The District may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The District reserves the right to accept or reject a proposal based upon any submitted deviation.

Please list deviations below (attach additional sheets, if needed):

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# Cleveland Independent School District

## VENDOR CERTIFICATIONS FORM

When Cleveland Independent School District ("CISD" or "the District") seeks to procure goods and services, specific state and federal laws, regulations, and requirements may apply. All Vendors submitting proposals must complete this Vendor Certifications Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific District purchases.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete all applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the District will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of Cleveland ISD to purchase from the Vendor.*

### 1. Vendor Certification of Residency:

The State of Texas has a law concerning nonresident vendors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for CISD to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Nonresident bidder" refers to a person who is not a resident." "Resident bidder" refers to a person whose principal place of business is in this state, including a [vendor] whose ultimate parent company or majority owner has its principal place of business in this state."

Section: 2252.002: "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in . . . the state in which the nonresident's principal place of business is located . . ."

Company submitting bid is a resident bidder:

☐

Yes

☐

No

City and state of Vendor's principal place of business: \_\_\_\_\_

### 2. Vendor Employment Certification:

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

☐ Yes

☐ No

3. Cleveland Independent School District Felony Conviction Notice Form

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement 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 the agreement 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.”

Subsection (c) states “this section does not apply to a publicly held corporation.”

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

Contractor's Name/Company Name:

\_\_\_\_\_  
Authorized Official's Name (Printed or Typed):

**You must select one and sign below:**

- ☐ Firm is a publicly held corporation; therefore, the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- ☐ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- ☐ Contractor/Firm is operated or owned by the following individual(s) who has/have been convicted of a felony:

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

\_\_\_\_\_  
*(Attach additional pages if necessary)*

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

#### 4. Certification Regarding Contracting Information:

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by CISD; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by CISD in a fiscal year of CISD, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CISD for the duration of the Agreement; (2) promptly provide to CISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of CISD; and (3) on completion of the Agreement, either (a) provide at no cost to CISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CISD.

Initials of Authorized Representative of Vendor, if applicable

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#### 5. Historically Underutilized Business Certification:

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) ☐

Vendor certifies that this firm is a HUB (Required by some participating agencies) ☐

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

**I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.**

Contractor's Name/Company Name: \_\_\_\_\_

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

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

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

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

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

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

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6. Certification Regarding Terrorist Organizations:

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

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

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7. Certification Regarding Boycotting of Israel:

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

\_\_\_\_ Initials of Authorized Representative of Vendor, if  
applicable

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8. Certification Regarding Boycotting Certain Energy Companies:

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87<sup>th</sup> session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

\_\_\_\_ Initials of Authorized Representative of Vendor, if applicable

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9. Certification Prohibiting Discrimination Against Firearm and Ammunition Industries:

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) CISD has determined that Vendor is not a sole-source provider or CISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this

certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87<sup>th</sup> session), Vendor hereby certifies and verifies that Vendor, or 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 these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

Initials of Authorized Representative of Vendor, if applicable

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**10. Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure:**

CISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by CISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

Initials of Authorized Representative of Vendor, if applicable

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**11. Conflict of Interest Disclosure Statement:**

Cleveland Independent School District (CISD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with CISD or who seeks to do business with CISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

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

**“Vendor”** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

**“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. *Texas Local Government Code 176.001(3).*

**“Family relationship”** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

**“Local government officer”** means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

- ***CISD Board of Trustees and Superintendent include:***

Mr. Shaq Sampson, President  
 Ms. Bethany Porter, Vice President  
 Ms. Wendy McNair, Secretary  
 Ms. Jessica K. Allen

Ms. Jennifer Pena  
 Ms. Pauline M. Johnson  
 Mr. Marvin Searles, Sr.  
 Dr. Glenn Barnes, Superintendent

- ***Current local government officers include, but are not limited to:***

Karen Billingsley  
 Dr. Josefa Davila

John Fritts

**If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.** In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**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:

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- (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.

## 12. Certificate of Interested Parties – Form 1295

CISD is required to comply with HB 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of CISD that (1) requires an action or vote by the CISD Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov't Code Chapter 305. If applicable, the business entity must submit a Disclosure of Interested Parties (Form 1295) to CISD at the time business entity submits the signed contract. The Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **"Business Entity"** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).
- (2) **"Interested Party"** means a person:
  - a) who has a controlling interest in a business entity with whom CISD contracts; or
  - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE § 2252.908(3).
- (3) **"Controlling interest"** means:
  - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **"Intermediary"** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a) receives compensation from the business entity for the person's participation;
  - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

### **As a "business entity," vendors must:**

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - **All vendors must complete Form 1295, even if no interested parties exist**
  - In Section 2, insert "Cleveland Independent School District"
  - In Section 3, insert the CISD RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the "Office Use Only" box)
- (3) **have an authorized agent of the business entity sign the form**
- (4) **submit** the completed Form 1295 by **attaching the form to your proposal.**

CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after receipt. After CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from CISD.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                                                                                                                                                                                                          |                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             | <b>OFFICE USE ONLY</b>                                                                                                                                                                                                   |                                       |
| <b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                             | <div style="font-size: 4em; transform: rotate(-45deg); opacity: 0.3; pointer-events: none;">                     Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div> |                                       |
| <b>2</b> Name of governmental entity or state agency that is a party to the contract for which the contract was awarded.<br>Cleveland Independent School District<br>Harris County                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             |                                                                                                                                                                                                                          |                                       |
| <b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide the identification number used by the contractor to track or identify the contract.<br>CISD RFP No. <insert RFP No. here><br>HCDE #                                                                                                                                                                                                                                                                                                                          |                                             |                                                                                                                                                                                                                          |                                       |
| <b>4</b> Name of Interested Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | City, State, Country<br>(place of business) | Nature of Interest (check applicable)                                                                                                                                                                                    |                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             | <input type="checkbox"/> Controlling                                                                                                                                                                                     | <input type="checkbox"/> Intermediary |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                                                                                                                                                                                                          |                                       |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                                                                                                                                                                                                          |                                       |
| <b>5</b> Check only if there is no interested party. <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |                                                                                                                                                                                                                          |                                       |
| <b>6 UNSWORN DECLARATION</b><br>My name is _____, and my date of birth is _____.<br>My address is _____, _____, _____, _____, _____.<br>(street) (city) (state) (zip code) (country)<br>I declare under penalty of perjury that the foregoing is true and correct.<br>Executed in _____ County, State of _____, on the _____ day of _____, 20____.<br>(month) (year)<br><div style="text-align: right; margin-top: 20px;">                     _____<br/>                     Signature of authorized agent of contracting business entity<br/>                     (Declarant)                 </div> |                                             |                                                                                                                                                                                                                          |                                       |
| <b>ADD ADDITIONAL PAGES AS NECESSARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |                                                                                                                                                                                                                          |                                       |

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                     |
|                                                        | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                     |
|                                                        | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> 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 <b>not</b> 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.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|                                                        | 5 Address (number, street, and apt. or suite no.) See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Requester's name and address (optional)                                                                                                                                                                                                                             |
|                                                        | 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                     |
|                                                        | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                     |

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Part I Taxpayer Identification Number (TIN)</b><br>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 <i>How to get a TIN</i> , later.<br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | <b>Social security number</b><br>[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ]<br><b>or</b><br><b>Employer identification number</b><br>[ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ] |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br><br>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<br>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<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><b>Certification instructions.</b> 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. | <b>Sign Here</b><br>Signature of U.S. person ▶ _____<br>Date ▶ _____ |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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



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

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

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

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

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

## What Name and Number To Give the Requester

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

| For this type of account:                                                                                                                                                                   | Give name and EIN of: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))                                          | The trust             |

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

**2 C.F.R. PART 200 REQUIRED PROVISIONS**  
**Addendum FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

The following certifications and provisions are required and apply when the District expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. **Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

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

*The following provisions are required and apply when federal funds are expended by CISD.*

**(A) [Applicable ONLY to contracts in excess of the simplified acquisition threshold, currently set at \$250,000.] Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

Pursuant to Federal Rule (B) above, when the District expends federal funds, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event: (1) Vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) Vendor fails to make any payments owed; (3) Vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or the District. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(C) [Applicable ONLY to federally assisted construction contracts.] Equal Employment Opportunity.**

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

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

Does vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (E) above, when the District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and

Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(G) [Applicable ONLY to contracts in excess of \$150,000.] 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 CISD, the vendor certifies that during the term of an award for all contracts by CISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 CISD, the vendor certifies that during the term of an award for all contracts by CISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to CISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. CISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless CISD knows the certification is erroneous.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(I) [Applicable ONLY to contracts in excess of \$100,000] 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 CISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by CISD 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 by or 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(J) Procurement of Recovered Materials – When federal funds are expended by CISD, CISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

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



Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

**(K) Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322)** – As appropriate and to the extent consistent with law, the District has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a federal award. (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. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor \_\_\_\_\_

**(L) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216)** – The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor \_\_\_\_\_

**(M) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 C.F.R. § 200.321** – When federal funds are expended by the District, Vendor is required to take all affirmative steps set forth in 2 C.F.R. 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY –2 C.F.R. § 200.215**

When federal funds are expended by the District for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the District will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The District has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH  
FEDERAL FUNDS –  
2 CFR § 200.334**

When federal funds are expended by CISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO  
GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF  
\$100,000 OF FEDERAL FUNDS**

When federal funds are expended by the District for any contract resulting from this procurement process in excess of \$100,000, Vendor certifies that it is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND  
CONSERVATION ACT**

When the District 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 (Pub. L. 94-163, 89 Stat. 871).



Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of vendor

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#### **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of the District 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.

Does Vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN ACT**

The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning the Buy American Act.

Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of vendor

#### **CERTIFICATION OF ACCESS TO RECORDS—2 C.F.R. § 200.337**

Vendor agrees that the District, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to 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. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of vendor

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#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of vendor

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#### **CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor \_\_\_\_\_

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**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 Name: \_\_\_\_\_

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

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

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

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

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

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

**CLEVELAND INDEPENDENT SCHOOL  
DISTRICT ANTITRUST CERTIFICATION  
STATEMENT  
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: \_\_\_\_\_

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

Bidder Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Signature of Company Official Authorizing RFP: \_\_\_\_\_

Printed Name of Company Official: \_\_\_\_\_

Official Position: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## **CONFIDENTIALITY DECLARATION FORM**

### **INFORMATION SUBMITTED TO CLEVELAND ISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552**

As a governmental body, CISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to CISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to CISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as “CONFIDENTIAL.”

Marking information as “CONFIDENTIAL” does not guarantee that the information will be withheld from disclosure. If CISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as “CONFIDENTIAL,” CISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that CISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov’t Code § 552.02222, “contracting information”<sup>1</sup> is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

- (1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
- (2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

CISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability CISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise**

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<sup>1</sup> “Contracting information” is defined by Tex. Gov’t Code § 552.003(7) as “the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.”

created, assembled, maintained, or held by Vendor or CISD and determined by CISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act. Further, even if Vendor marks information as “CONFIDENTIAL,” Vendor expressly agrees that CISD may disclose Vendor’s proposal, including, but not limited to, pricing information, to other governmental entities.

Please check **ONLY ONE** of the following options:

- ☐ **Declaration of Confidentiality** – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to CISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor declares that the information marked by Vendor as “CONFIDENTIAL” contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.
- ☐ **Waiver of Confidentiality** – Vendor **HAS NOT** marked any information contained in its proposal and/or other information submitted by Vendor to CISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to CISD and that its proposal and all other information—including any pricing information—submitted by Vendor to CISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to CISD in connection with this procurement solicitation or the Agreement.

\_\_\_\_\_  
**Vendor Name**

\_\_\_\_\_  
**Printed Name of Authorized Officer/Representative of Vendor**

\_\_\_\_\_  
**Title**

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

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

## **Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees**

**Background:** Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts (“Contractors”) and entities that contract with school district contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to CISD; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to CISD and Contractor.

**Criminal history records will be obtained by either the Contractor/Subcontractor or CISD, as follows:**

- (1) Contractor/Subcontractor: Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide “care or care placement services” and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees’ criminal histories, certify compliance to CISD (and, in the case of a Subcontractor, certify compliance to Contractor and CISD), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474.
- (2) CISD: All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide “care or care placement services” or are not based in Texas) are required to follow the instructions listed below, so that CISD may obtain their covered employees’ criminal histories, as applicable.  
**Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should CISD pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse CISD for such costs; in the event Contractor fails to reimburse CISD for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that CISD may deduct such costs from any payment due and owing by CISD to Contractor.**

### **Definitions:**

Covered employees: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. CISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 TEX. ADMIN. CODE §153.1101(2).

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from

any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. See 19 TEX. ADMIN. CODE §153.1101(7).

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

- For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history information designated by CISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).
- For employees of all other contracting or subcontracting entities: (1) a conviction or other criminal history information designated by CISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

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On behalf of \_\_\_\_\_ ("**Contractor/Subcontractor**"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Cleveland Independent School District ("CISD") (and, in the case of a Subcontractor, certify to Contractor and CISD) that **[check one]**:

- ☐ None of the employees of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or

imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If CISD, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide CISD with the name, date of birth, and any other requested information of such covered employees so that CISD may obtain criminal history record information on the covered employees, upon request of CISD.

Or

☐ Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify CISD in writing within 3 business days.
- (3) Upon request, Contractor/Subcontractor will provide CISD with the name, date of birth, and any other requested information of covered employees so that CISD may obtain criminal history record information on the covered employees.

Or

☐ Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify CISD in writing within 3 business days. Upon request, Contractor/Subcontractor will provide CISD with the name, date of birth, and any other requested information of covered employees so that CISD may obtain criminal history record information on the covered employees.
- (2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that CISD may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.
- (3) Contractor/Subcontractor shall provide CISD's "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by CISD at least ten (10) CISD business days prior to the start of the services to be performed by Contractor/Subcontractor at CISD is subject to exclusion from service, in CISD's sole discretion, until his or her criminal history record information can be obtained and reviewed by CISD. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.
- (4) Contractor/Subcontractor agrees that CISD will review each covered employee's criminal



history record information, together with the employee's qualifications, background, and experience, based on information gathered by CISD through the procurement and/or contracting processes, to determine, in CISD's sole discretion, whether any covered employee(s) should be prohibited from serving at CISD. CISD will notify Contractor/Subcontractor of its determination.

- (5) If CISD at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at CISD, in CISD's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by CISD through the procurement and/or contracting processes, CISD will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If CISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by CISD through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at CISD.

I also certify to CISD (and, in the case of a Subcontractor, certify to Contractor and CISD) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

| Signature | Title | Date |
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**\*\*\* Upon contract award and/or initiation of PO/contract from CISD, the winning proposer/Contractor will be provided CISD's service code form to have its and its subcontractors' covered employees fingerprinted.**