



Purchasing Department

Independent Contractor/Consultant Agreement CCA Packet

Contracts with a yearly aggregate
under \$10,000
within a specified AISD category.
Valid per school year.

- New Vendor to the Alvin ISD
- Value of Contract justified agreement status due to short term usage and/or services supplied to the district with low dollar value for the year.
- These Contracts will be posted to the \$50,000 commodity aggregate as outside bid category.

Dear Independent Contractor/Consultant:

Following is the Services Agreement (“Agreement”) between the Alvin Independent School District (“Alvin ISD” or “District”) and Independent Contractor/Consultant (“Contractor”) and all related forms and questionnaires which are required for Alvin ISD to enter into an agreement with Contractors.

The Agreement and all related forms and questionnaires must be filled out completely and approved prior to services being performed.

NOTICE TO CONTRACTORS: Please be advised, Alvin ISD has a specific process for validating contracts that must be followed to ensure payment. Please make sure the District representative with whom you are negotiating this contract has complied with all Alvin ISD procedures to ensure this contract is properly authorized. Failure to do so may significantly delay payment(s) or invalidate the contract and no payment shall be made for these services.

Incomplete documents will be returned and will delay processing of the Agreement. **All Agreements must be approved by the Purchasing department, signed by both parties, and have an approved purchase order (P.O.) in place before services can be rendered and invoices can be submitted to the District for payment.**

If you have any questions, please contact Jennifer Ortiz, Contracts Specialist at 281-824-0567 or via e-mail at jortiz@alvinisd.net.

AGREEMENT PACKET CHECKLIST:

Document Name	Party Responsible for Completing
1. <input type="checkbox"/> Indep Contractor/Consultant Services Agreement	Contractor
2. <input type="checkbox"/> Consultant/Contractors Certification Form	Contractor
3. <input type="checkbox"/> Debarment Form	Contractor
4. <input type="checkbox"/> Form W-9	Contractor
5. <input type="checkbox"/> Hold Harmless Agreement	Contractor
6. <input type="checkbox"/> Conflict of Interest Questionnaire	If applicable, visit Alvin ISD Purchasing website for form.
7. <input type="checkbox"/> Conflict of Interest Questionnaire (Form CIQ)	If applicable, visit Alvin ISD Purchasing website for form.

INDEPENDENT CONTRACTOR/CONSULTANT

SERVICES AGREEMENT

STATE of TEXAS

COUNTY OF BRAZORIA

This Services Agreement (“Agreement”), by and between, Alvin Independent School District (“District” or “Alvin ISD”), _____ Campus Name, and _____, an independent contractor/consultant (“Contractor”), provides for the Contractor performing services (“Services”), which shall commence on the _____ day of _____, 20____, and shall be completed, in a satisfactory and proper manner, as determined by the District, no later than the _____ day of _____, 20____, under the following terms and conditions:

- 1. **Scope of Services:** The District and the Contractor agree and covenant that for the purpose of this Agreement, the Contractor shall perform the services described below. If preferred, Contractor may provide a typed document detailing the services to be provided and shall title the document appropriately (e.g. Exhibit A – Scope of Services) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

Description of Services (if Attachment provided, please indicate, “Refer to Exhibit A”, etc.):

If Services provided are to be performed at multiple campuses, on different schedule dates, please attach a schedule of campus sites and of dates of service as Exhibit B – Dates of Services Performed.

Commodity Code _____

Please refer to Cover page for available Codes included in this Proposal

- 2. **Fees:** As full compensation for the services provided, District will make payment upon satisfactory completion of services in an annual amount **NOT TO EXCEED** _____ inclusive of all fees **and** allowable expenses. Compensation for services rendered shall be based on the following rates or in accordance with the following terms:

FIXED FEE of \$_____ for a **total annual contract amount** of \$_____.

OR

DAILY RATE of \$_____ per day for _____ days for a **total annual contract amount** of \$_____.

OR

- HOURLY RATE** of \$_____ per hour for _____ hours for a **total annual contract amount** of \$_____.

OR

- IF PREFERRED**, Contractor may provide a typed document detailing the applicable fees and shall title the document appropriately (e.g. Exhibit C – Fee Schedule) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

If any single item that costs \$75,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

- 3. The District is not responsible for mileage reimbursement;
 - The District does not pay overtime;
 - Contractor will not be paid for holidays;
 - Contractor may not work extra hours to make up for a holiday;

Upon completion of Agreement, Contractor is required to turn in all completed and pending documents during a scheduled exit interview, including ID badge and other District property such as testing materials and folders, if applicable. Contractor may provide a typed document detailing the applicable fees and shall title the document appropriately (e.g. Exhibit C – Fee Schedule) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

- 4. **Materials, Publications and Support Document:** to include training manuals and/or flyers provided for scope of services provided to the District. If preferred, Contractor may provide a typed document detailing the applicable materials, publications etc., and shall title the document appropriately (e.g. Exhibit D – Materials & Publications) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

- 5. Tell us any other information that sets your company or services apart from others that we will be evaluating (i.e. special training, certification, credentials, methodologies, testing etc.)?

- 6. Deviations:

- 7. Multi-Year Agreements and Allocation/Allotment of Funds:

- When federal funds will be used to procure Services, a multi-year agreement is not authorized. Otherwise, the District may enter into a multi-year agreement for Services to be provided by Contractor beyond the first fiscal school year covered by this Agreement.
 - What is the anticipated dollar amount for this year? _____
 - Do you anticipate being an Approved Vendor for the next Fiscal year? _____

Services to be rendered by Contractor in years subsequent to the first fiscal school year will depend upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Education of Alvin ISD (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, Alvin 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 Alvin ISD.

- The District’s fiscal school year extends from July 1 to June 30.
- Multi-year agreements shall not exceed three (3) fiscal school years. At the end of a multi-year engagement, a new Agreement shall be executed to continue Services by the Contractor beyond the initial multi-year term.
- Under a multi-year Agreement, authorization for Contractor to provide Services must be evidenced by a separate District Purchase Order for each fiscal school year in which Services are to be rendered. Purchase Orders are to be issued by the District at the start of the fiscal school year in which Services are to be rendered by Contractor for that fiscal school year. If a P.O. is not issued for a consecutive year, the Agreement shall be considered terminated.

Having carefully examined the Agreement Package, the undersigned hereby agrees to furnish all services in accordance with the Terms and Conditions outlined hereto at the prices quoted unless noted in writing.

ALVIN ISD

Program Director's Signature (Principal / Director)

Date

Program Director (Print Name)

Funding Source Approval (If other than above)

Date

Mickie Dietrich
Director of Purchasing

Date

INDEPENDENT CONSULTANT/CONTRACTOR (CONTRACTOR)

Contractor's Signature

Date

Contractor's Title

Contractor's Mailing Address

Remit to Address (if different)

Consultant/Contractors Certification Form

Introduction:

Texas Education Code Chapter 22 and Senate Bill 9 require service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Contractors must comply with Texas Education Code, Section 22.0834, regarding the Criminal History Record Information Review of Certain Contract Employees. Before work on this contract begins, Contractors shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have direct contact with students. The contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by the Texas law, from District property or the location where students are present.

Please visit a Guide for School Contractors Section for additional information regarding Senate Bill 9.

Definitions:

Covered employees: All employees of a contractor who have or will have work duties that have been or will be performed on District property on a repeated basis related to the service to be performed at the District and have or will have direct contact with students (verbal or physical interaction with one or more students that is necessary for the performance of the contracted services). The District will be the final arbiter of what constitutes direct contact with students.

On behalf of _____ (Individual Consultant or Contractor's Name of Company), **I certify that the [check one]:**

A.) Individual Contractor or Contractor's employees are covered employees and have been processed through the FACT Clearinghouse as **HAVING CONTACT with students.**

AND The following will be considered as proof of processing and will be used to assist in the FACT Clearinghouse inquiry:

A copy of the FAST PASS receipt if available. – FAST PASS TCN # _____
(Receipt only validates fingerprinting process was completed)

Individual has been fingerprinted and FAST PASS was processed at a school district.
Teaching Certificate # _____ School District _____

Contractor has setup a FACT Clearinghouse Record for employees.
ORI # _____ and Contractor ID # _____

AND ***MANDATORY DATA FOR INQUIRY:** *Date of Birth _____

*Driver's License # _____ or * State ID # _____

*TxDPS SID # _____ (FACT Clearinghouse State assigned ID number)

-Or-

B.) Individual Consultant or Contractor's employees are not covered employees as defined above and **DO NOT HAVE CONTACT with students.**

If A is selected, I further certify that:

- (1) Consultant/Contractor has obtained all required criminal history record information through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees have a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from the contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination, and may be a violation of State Law as described in Senate Bill 9 and/or TEC 22.

By submission of this form, I am indicating that I am complying with Senate Bill 9 and Texas Education Code Section 22.0834 Criminal History Record Information Review of Certain Contract Employees.

Date: _____

Company Name (If Contractor / Company): _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Phone: _____ **Fax:** _____

E-mail Address: _____

Authorized Signature: _____

**Return Completed and Signed Contractor Certification Form with Backup and Contracted Service Contract to
Alvin ISD Purchasing Department * 2200 Stapp Maxwell * Alvin, Texas 77511
Phone 281-824-0567 * Fax 281-585-4567**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1.) By signing and submitting this form, the prospective lower tier participant (*vendor submitting proposal*) is providing the certification set out below in accordance with these instructions. 2.) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (*vendor submitting proposal*) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3.) The prospective lower tier participant (*vendor submitting proposal*) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (*vendor submitting proposal*) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4.) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. <https://www.federalregister.gov/articles/2010/07/19/2010-17429/nonprocurement-debarment-and-suspension> 5.)The prospective lower tier participant (*vendor submitting proposal*) agrees by submitting this form that, should the proposed covered transaction (*contract*) be entered into, it shall not knowingly enter into any lower tier covered transaction (*contract*) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction (*contract*), unless authorized by the department or agency with which this transaction originated. 6.) The prospective lower tier participant (*vendor submitting proposal*) further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions (*contract*) and in all solicitations for lower tier covered transactions (*contract*). 7.) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (*contract*) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List. 8.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9.) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction (*contract*) with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ABOVE)

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

Certification Regarding Terrorist Organizations & Boycotting of Israel
Govt. Code 808 (HB89) & Govt. Code 2252 (SB252)

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 services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications

<u>Organization Name</u>	<u>Name and Title of Authorized Representative</u>
<u>Authorized Signature</u>	<u>Date (mm/dd/yyyy)</u>

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	_____ - _____ - _____
or	
Employer identification number	_____ - _____

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

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

Purpose of Form

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

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

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

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

ALVIN ISD

(TO BE COMPLETED AND RETURNED BY VENDOR)

Hold Harmless Agreement

The Proposer shall defend, indemnify, and hold harmless, Alvin ISD and all its trustees, officers, agents, and employees, from and against all suits, actions, or claims of any character brought forth or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance under this contract as designated as CONTRACTOR/CONSULTANT AGREEMENT.

The proposer shall also defend, indemnify and hold harmless, Alvin ISD and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material-man or mechanic for payment for work materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not Alvin ISD for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED THIS _____ DAY OF _____, 20__.

Contractor:

Company Name

Name of Representative (Print)

Signature of Representative

EDGAR CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Alvin Independent School District (“Alvin ISD”) expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and _____ (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:**

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

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

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

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

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

Pursuant to Federal Rule (B) above, when ALVIN ISD expends federal funds, ALVIN ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. ALVIN ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if ALVIN ISD believes, in its sole discretion that it is in the best interest of ALVIN ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by ALVIN ISD as of the termination date if the contract is terminated for convenience of ALVIN ISD. Any award under this procurement process is not exclusive and ALVIN ISD reserves the right to purchase goods and services from other vendors when it is in ALVIN ISD’s best interest.

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

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

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

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a

week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by ALVIN ISD, Vendor certifies that during the term of an award for all contracts by ALVIN ISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

- a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of ALVIN ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age

(except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

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

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

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: _____