

**Taylor Independent School District
Vendor Add Request**

Request from - THS TMS MSI THJ NPE TOC MAINT TRANS CO EWCC LECHS

Procurement Category – List Procurement Category numbers that apply here

1 Activity Fund Supplies	27 Dance/Cheerleading	54 Newspaper/advertising
2 AC/Refrigeration/Heating Parts & Svc	28 Electrical supplies/repair	55 Office equip/maint/supplies
3 Alarm maint	29 Equip/Storage Building Rental	56 Office furniture
4 Architectural Services	30 Facility/Entertainment Rental	57 Office supplies
5 Art Supplies & Equip	31 Counseling & Guidance supplies	58 Paint supplies/services
6 Fitness/healthcare/nurses supplies	33 Fire Alarm/Sprinkler System	60 Permits/fees/dues
7 Athletic Officials	34 Florist	61 Photography
8 Athletic supplies/equip/uniforms	35 Freight	62 Plumbing supplies/services
9 Playground/gym equip & supp	36 Fuel & Oil	63 Postage machines/supplies
10 Audio/Video equip/supplies	37 Fundraising	64 Gov Entities schools & colleges
11 Automotive/Bus parts/supplies/services	38 Furniture: classroom cafe library	65 Printing/Digital imaging services
12 Awards trophies medals emblems	39 General maint supplies/repair	66 Promotional materials/t-shirts/pens
13 Band/Choir/Music supp/equip/uniforms	40 Grocery/Water/Ice	67 Radio/Telephone/Cell phone equip
14 Books	41 Grounds equip/ supplies/repair	68 Registrations: Workshops, conference, convention
15 Building materials/supplies/service	42 Hotel accommodations/parking	69 Restaurants/Catering service
16 Bus/Transportation Service	44 Instructional materials/textbooks	72 Signs/posters/banners suppl/serv
17 Cabling/Networking supplies/services	45 Insurance	73 Site licenses for software/renewals
19 Classroom supplies & equipment	46 Kitchen - Equipment	74 Specialized serv/cleaning, repair
20 Computer accessories/supplies	47 Kitchen - Food	75 Stu tourney/competition fees/trav
21 Computer hware/ supp/equip/serv	48 Kitchen - Supplies	76 Telephone services/supplies
22 Contract Services	49 Law Firm Services	77 Testing materials/fees
23 Consulting Services	50 Library books/services/supplies	79 Uniforms/maint/custodial
24 Copiers/printers supplies/service	51 Mag & newspaper subscriptions	80 Utilities
25 Costume or Apparel Rental	52 Membership Dues	81 Vehicle rental
26 Custodial supplies/equip/services	53 Security supplies/equip/serv	

VENDOR PAYMENT INFORMATION

Individual/Sole Proprietor Partnership C Corporation S Corporation Other: _____

Remit to Vendor Name: _____
(Name that should appear on remittance check)

Vendor name (per IRS): _____
(Name that appears on Income Tax records)

Payment Mailing Address: _____

City/State/Zip: _____

Phone Number: _____ **Fax Number:** _____

E-mail Address or Website: _____

VENDOR ORDER INFORMATION

Order Mailing Address: _____

City/State/Zip: _____

Phone Number: _____

Order Fax Number: _____

**TAYLOR INDEPENDENT SCHOOL DISTRICT
VENDOR LOCAL / STATE / EDGAR CERTIFICATION FORMS**

VENDORS: To be added as a vendor for Taylor ISD, it is important that every section be reviewed, completed, signed and/or initialed, and dated whether the section applies to you or not. Your signature or initials only indicate you've read and agree that IF the section applies, you are in compliance.

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

**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 Taylor ISD for any contract resulting from this procurement process.

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

Pursuant to Federal Rule (A) above, when federal funds are expended by Taylor ISD, Taylor 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) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

Does Vendor agree to abide by the above? 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 federal funds are expended by Taylor ISD 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 federal funds are expended by Taylor ISD, 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) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts

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

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

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 Taylor ISD, the Vendor certifies that during the term of an award for all contracts by Taylor ISD 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) 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 Taylor ISD, the Vendor certifies that during the term of an award for all contracts by Taylor ISD 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 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 Taylor ISD, the Vendor certifies that during the term of an award for all contracts by Taylor ISD resulting from this procurement process, the Vendor certifies that neither it nor its principals are 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 Taylor ISD, the Vendor certifies that during the term and after the awarded term of an award for all contracts by Taylor ISD resulting from this procurement process, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

When federal funds are expended by Taylor ISD 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 five 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 EPA REGULATIONS

**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor 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.

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

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

**CERTIFICATION REGARDING AIDING AND ABETTING SEXUAL ABUSE
[20 USC 7926]**

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of TISD or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

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

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS &
BOYCOTTING OF ISRAEL
[Govt Code 808 (HB89) and 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 supplies or 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.

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

CERTIFICATE OF RESIDENCY (only applicable for State)
[Texas Government Code, Chapter 2252, Subchapter A]
<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

The Texas Government Code Chapter 2252, Subchapter A requires that vendors certify their residency.

Section: 2252.001

- (3) 'Non-resident bidder' refers to a person who is not a resident of Texas.
- (4) 'Resident bidder' refers to a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the non-resident underbids the lowest proposal 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.

I certify that _____

is a Resident, is a Non-Resident of the State of Texas.

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

CERTIFICATION REGARDING FELONY CONVICTION
[Texas Education Code, Section 44.034(a)(b)(c)]

The Texas Education Code, Section 44.034(a) states that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony.

Furthermore, Section 44.034(b) states that a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

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

My firm is a publicly held corporation; therefore, this requirement is not applicable. _____ Initials of Authorized Representative of Vendor

My firm is not owned nor operated by anyone who has been convicted of a felony. _____ Initials of Authorized Representative of Vendor

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

Name: _____

Description of conduct resulting in a felony: _____

Name: _____

Description of conduct resulting in a felony: _____

**CONFIRMATION OF VENDOR'S RESPONSIBILITY TO VET
EMPLOYEES, AGENTS AND SUBCONTRACTORS
AUTHORIZATION FOR CRIMINAL HISTORY CHECK
[TEXAS EDUCATION CODE SECTION 22.083]**

Contractor shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Contractor will obtain and certify in writing, before work begins, and at least annually, that the contractor has received all criminal history record information that relates to an employee, applicant, agent or subcontractor or the contractor or a subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on TISD's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received a deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from TISD's property or other location where students are regularly present. TISD shall determine what constitutes "moral turpitude" or a location where students are regularly present".

Contractor or subcontractors may not work on TISD property when they have been convicted, received probation or deferred adjudication for the following offenses:

1. Any sex offense
2. Any other offense (felony or other) TISD believes might compromise the safety of students, employees or property.

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

***IF NOT PERFORMING SERVICES WHERE STUDENTS ARE REGULARLY PRESENT, SKIP THE SECTION
BELOW AND CONTINUE ON PAGE 9***

The Texas Education Code Section 22.083 authorizes the District to obtain criminal history information on an employee of, or applicant for employment by, a person that contracts with the District to provide services if: the employee or applicant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The information requested below is necessary to obtain criminal history record information (please print)

Vendor Name: _____

Campus/Department Originating Contract: _____

Last Name: _____ First Name _____ MI: _____

Social Security Number: _____ Date of Birth: _____

I hereby authorize the District to obtain from any law enforcement agency or criminal justice agency all criminal history record information that relates to me.

Note to Contractors: Any information provided will not be used to determine eligibility for award of a contract but will be used solely for the purpose of obtaining criminal history record information.

Date

Signature

Vendor agrees to comply with all Federal, State, and Local Laws, Rules, Regulations and Ordinances, as applicable, and will notify TISD of any changes regarding their status or commitment to comply. It is further acknowledged that Vendor certifies compliance with all Provisions, Laws, Acts, Regulations, etc. as specifically noted above and in preceding pages of this document which include the following:

- ✓ Certification – Compliance with Texas Family Code
 - ✓ Certification – Contract Provisions A – I
 - ✓ Certification – Record Retention
 - ✓ Certification – EPA Regulations for > \$100,000
 - ✓ Certification – Compliance with the Energy Policy and Conservation Act
 - ✓ Certification – Compliance with Buy America Provisions
 - ✓ Certification – Non- Collusion
 - ✓ Certification – Aiding and Abetting Sexual Abuse
 - ✓ Certification – No association with Terroristic Organizations or Organizations that Boycott Israel.
 - ✓ Certification – Certificate of Residency (only applies for State)
 - ✓ Certification – Felony Conviction
 - ✓ Certification – Vendor/Contractor validates employees, agents and subcontractors with background checks
 - ✓ Authorization - Criminal History Check for individuals working where students are regularly present.
- In the event of non-compliance with any of the above provisions, the vendor must notify Taylor Independent School District immediately.

Vendor'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: _____ Federal Tax ID # _____

FINANCE OFFICE (INTERNAL REVIEW):

- Comptroller Boycott list reviewed, printed and attached
- Comptroller Debarment list reviewed, printed and attached
- Vendor reviewed on Sam.gov for Exclusion - reviewed, printed and attached
- Add Vendor Name and date signed to page 1, top right
- Scan to vendor file and name "DATE SIGNED - VENDOR NAME"
- Add Procurement type EDGAR in TEAMS if applicable

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<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		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<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)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
						-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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