

## Required Forms

Bidders shall execute the following forms and return the signed original with their proposal.

---

### **Bid Certification**

Bidder certifies that they have not offered any pecuniary benefit or thing of value to gain advantage or influence a decision in this matter.

### **Notification of Criminal History of Contractor**

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

### **Debarment, Suspension and Ineligibility Certification**

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

### **W-9**

Form W-9 is the IRS form used by Austin ISD to request your taxpayer identification number. You may get a blank Form W-9 to fill out if you or your business is hired to provide goods or services. Filling out a W-9 is straightforward. Just provide your name and Social Security Number, or the name and Employer Identification Number of your business. By submitting a W-9, you are certifying that the tax id number you are providing is correct and accurate.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

### **Central Texas Purchasing Alliance (CTPA) Adoption Clause**

CTPA is a local purchasing cooperative with member public school districts. If authorized by the vendor or service provider, contracts and supply agreements resulting from this solicitation will be available to member districts. Participation is not mandatory and will not be a factor considered in the evaluation of proposals; however, the form does need to be completed and submitted with your proposal.

### **Interlocal Cooperative Agreement Clause**

Similar to the CTPA adoption clause, if authorized by the vendor or service provider, contracts and supply agreements resulting from this solicitation will be available to local government organizations. Participation is not mandatory and will not be a factor considered in the evaluation of proposals; however, the form does need to be completed and submitted with your proposal.

---

## **OPTIONAL FOR SOFTWARE PRODUCTS:**

Software Vendor Certification Form

## BID CERTIFICATION

The undersigned Bidder (Contractor), by signing and executing this bid, certifies and represents to the Austin Independent School District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Austin Independent School District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Austin Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now 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 Austin Independent School District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

FIRM NAME \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNED BY \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_

# NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

Statutory citation is found in the Texas Education Code §44.034.

Subsection (a): A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b): 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.

Subsection (c): This section does not apply to a publicly held corporation.

**I, the undersigned officer or agent for the contractor named below, certify that the information concerning notification of criminal history of contractor has been reviewed by me and the following information furnished is true and correct to the best of my knowledge.**

**VENDOR'S NAME:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL'S NAME:** \_\_\_\_\_

Check only one of the following:

- ☐ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- ☐ My firm **IS NOT** owned nor operated by anyone who has been convicted of a felony.
- ☐ My firm **IS** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_  
(attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_  
(attach additional sheet if necessary)

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

# DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 9.4

Federal agencies, state agencies, and local governments, including the Austin Independent School District, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*, Section 1 (d), requires that Austin ISD shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible.

“Contractor” means any individual or other legal entity that – (1) Directly or indirectly submits offers for or is awarded a Federal Government or Austin ISD contract or a subcontract under a Federal Government or Austin ISD contract; or (2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or Austin ISD.

A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards shall not be made to contractors that are listed on the Federal Government Excluded Parties List. Ref: 2 CFR 11 Part 215

Contractors submitting a bid or proposal in an amount expected to equal or exceed \$25,000 shall certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

**I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.**

VENDOR’S NAME: \_\_\_\_\_

Authorized Officer or Agent: \_\_\_\_\_

Printed name of company official signing above:

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

# Central Texas Purchasing Alliance (CTPA) Adoption Clause

Statutory citation is found in the Interlocal Cooperation Act, Texas Government Code §791.

The Central Texas Purchasing Alliance (CTPA) is an organization formed by interlocal agreements and between independent school districts (members) in Texas for the purpose of engaging the districts to share purchasing opportunities for goods and services. All member contracts, regardless of whether formed as a result of CTPA activity or interaction, shall be directly between the member and the contractor providing goods and services to the member. The CTPA, in and of itself, shall not have the authority to make purchases of goods and services.

- A. If authorized by the Vendor, resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, [www.txctpa.org/memberlist](http://www.txctpa.org/memberlist)
- C. Any member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION.

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_ YES, with the exception of the following districts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

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

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

## INTERLOCAL COOPERATIVE AGREEMENT CLAUSE

Pursuant to the Texas Education Code 44.031 (a) (5), the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, government entities, i.e. state agencies, local governments and school districts, are authorized to enter into cooperative/interlocal agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful Proposer only. If authorized by the Proposer, the government entities would be eligible, but not obligated, to purchase goods and/or services in accordance with the terms, conditions, specifications, and pricing established under the contract(s) awarded to the Austin Independent School District as a result of this solicitation. In the event the successful Proposer allows another government entity to join the Austin Independent School District contract, it is expressly understood that Austin Independent School District shall in no way be liable for the obligations of the joining government entity. All purchases by a government entity other than Austin Independent School District will be billed directly to that government entity and paid by that government entity. Austin Independent School District will not be responsible for another governmental entity's debts. Each government entity will order its own material/service as needed.

Several government entities around the Austin Independent School District may have an interest in being included in a contract resulting from this solicitation. Should these government entities decide to participate in this contract, would you (the Proposer) agree that all terms, conditions, specifications, and pricing would apply?

☐ Yes

☐ No

FIRM NAME \_\_\_\_\_

AUTHORIZED OFFICER OR AGENT \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_