



**NEWMAN**  
INTERNATIONAL ACADEMY OF ARLINGTON

Date	Event
June 1, 2023	Issue Date
June 7, 2023	Questions Due by 1:00 pm
June 15, 2023	RFP Deadline @ 1:00 pm
<b>June 22, 2023</b>	<b>Board Approval Date (Subject to Change)</b>

Request for Proposal  
2023-05 ATHLETICS  
EQUIPMENT, SERVICES, PROMOTIONAL ITEMS &/OR SUPPLIES

Questions must be submitted via e-mail to [jgreen@newmanacademy.org](mailto:jgreen@newmanacademy.org). In the **email subject line**, type: **Questions 2023-05 ATHLETICS**

- Q & A and Addenda will be issued as an attachment to the RFP on our website:  
[www.newmanacademy.org](http://www.newmanacademy.org)
- Your Bid must be delivered in a **sealed envelope or carton** and received by the opening time and date listed.  
**Submit three (3) hard copies.**
- FAX, e-mail or other electronic bids **will not be accepted**.
- Proposals must be **plainly marked with the RFP Number and Title above**.

**Deliver Completed RFP to:**  
**NIA**  
**Business Office**  
**2023-05 ATHLETICS**  
**2011 S. Fielder Road**  
**Arlington, TX 76013**

**By Mail:**  
**NIA**  
**Business Office**  
**2023-05 ATHLETICS**  
**PO Box 170057**  
**Arlington TX 76003**

## PROPOSAL INVITATION

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### Request for Proposals Documents

Upon request, Proposals packets are made available to anyone who wishes to submit a response. However, it is the responsibility of the vendor to provide the District with the appropriate company name, authorized representatives, and contact information for the purposes of receiving notices, changes, addenda, or other critical information.

### Proposals Deadline and Delivery

Notice is hereby given that Newman International Academy hereinafter referred to as "NIA", will receive up to but not later than **June 15, 2023, 1:00 p.m. CST,** Proposal responses for the award of a contract for 2023-05 ATHLETICS.

1. Responses shall be received by either method below:

Hand Delivery :

Newman International Academy  
Business Office  
2011 S. Fielder Road  
Arlington, TX 76013

By Mail:

Newman International Academy  
P.O. Box 170057  
Arlington, TX 76003

2. Vendors are solely responsible for the timely delivery of their Proposal response to the Business Office. Responses received after the deadline will be rejected and shall be returned to the vendor unopened. Responses submitted by public or private carriers must arrive by the deadline. No provisions or exceptions are made for late delivery due to the actions or consequences of third-party carriers.
3. The enclosed forms **MUST** be used in submitting a response. Please mark sealed response envelope plainly in the lower left corner: **PROPOSAL 2023-05 ATHLETICS**
4. No responses will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or fax transmission.
5. In the event the NIA offices are closed due to inclement weather or for any other unforeseen cause, the deadline for submission shall automatically be extended until the next operational business day, unless vendor is otherwise notified. The time of day shall remain the same.
6. A complete response will consist of one (1) clearly marked original using standard letter size paper (8.5" x 11") in a sealed envelope or container and three (3) copies. Responses shall be direct, concise, and complete. Vendors failing to submit in the manner requested may be considered non-responsive and may not be evaluated. The 'original' response shall prevail in the event of a discrepancy between the vendor's submissions.

### Newman International Academy Reservations

NIA reserves the right to: A) Cancel this solicitation (No Response Required) in whole or in part, at the sole discretion of NIA B) accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof. C) Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing. D) Reject and /or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District E) Waive any formalities, technicalities, or other defects if deemed in the best interest of the District; Request clarification or correction of Vendor(s) for the purpose of eliminating minor errors,

clerical errors, and/or non-substantive irregularities. F) Be the sole judge of quality and equality. G) Award one or more vendors, in part or in whole, to a single or to multiple Vendors, in the NIA sole discretion. H) Make all decisions regarding this solicitation, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this request.

## Questions and Clarifications

1. All requests for additional information or clarification concerning this solicitation must be submitted TO Julie Green, Assistant Business Manager **by email at [jgreen@newmanacademy.org](mailto:jgreen@newmanacademy.org) by 06/07/2023.**
2. NIA will reply to questions and requests for clarifications will be posted on the district website.
3. All issued addenda will become part of the Proposal package having the same binding effect as provisions of the original Proposal. No verbal explanations or interpretations will be binding.
4. Procurement Results will become available after approval by the Board of Trustees.

## Tentative Schedule

The District anticipates the following schedule\*:

Date & Time	Activity
June 1, 2023	Release Date
June 1, 2023	Legal Notice (1 <sup>st</sup> run) – Commercial Recorder
June 7, 2023, 1:00 p.m. CST	Deadline for Questions and Requests for Clarification
June 8, 2023	Legal Notice (2 <sup>nd</sup> run) – Commercial Recorder
June 15, 2023, 1:00 p.m. CST	Deadline for Submittal
June 22, 2023*	Board Meeting / Award Date

*\*subject to change*

## DISTRICT OVERVIEW

Newman International Academy is a public charter school and serves the following districts:

Allen ISD  
Alvarado ISD  
Argyle ISD  
Arlington ISD  
Azle ISD  
Birdville ISD  
Burleson ISD  
Carroll ISD  
Carrollton/Farmer's Branch ISD  
Castleberry ISD  
Cedar Hill ISD  
Cleburne ISD  
Community ISD  
Coppell ISD  
Crowley ISD  
Dallas ISD  
Denton ISD  
Desoto ISD  
Duncanville ISD  
Eagle Mt-Saginaw ISD  
Ennis ISD  
Everman ISD  
Farmersville ISD  
Ferris ISD  
Forney ISD  
Fort Worth ISD  
Frisco ISD  
Garland ISD  
Godley ISD  
Granbury ISD  
Grand Prairie ISD

Grapevine-Colleyville ISD  
Highland Park ISD  
Hurst-Euless ISD  
Irving ISD  
Joshua ISD  
Keene ISD  
Kennedale ISD  
Lake Dallas ISD  
Lake Worth ISD  
Lancaster ISD  
Lewisville ISD  
Little Elm ISD  
Lovejoy ISD  
Mansfield ISD  
McKinney ISD  
Mesquite ISD  
Midlothian ISD  
Northwest ISD  
Palmer ISD  
Plano ISD  
Ponder ISD  
Princeton ISD  
Red Oak ISD  
Richardson ISD  
Rockwall ISD  
Royce City ISD  
Sunnyvale ISD  
Venus ISD  
Waxahachie ISD  
White Settlement ISD  
Wylie ISD

The mission of Newman International Academy is to train and educate future generations of young men and women with wisdom, stature, and favor; to give students opportunities to become whole individuals ready to serve the world by helping them reach their highest potential, and to provide in partnership with parents and community a well-rounded education within the context of American heritage. Additional information about Newman International Academy can be obtained on its website: [www.newmanacademy.org](http://www.newmanacademy.org)

## **General Terms and Conditions**

This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only and are not attached as part of this Solicitation.

Texas Education Code 44.031

NIA purchasing policy is incorporated into this solicitation and, therefore, any award as a result of this solicitation by reference. By participation in this solicitation, a bidder, potential bidder, or contractor/firm agrees to be bound by NIA's Purchasing Policy including PO and Payment Terms and Conditions (Net 30) as attached to this bid document, in any issue or action related to his solicitation or subsequent awards resulting from this solicitation. On order for NIA to do business with your entity you must agree to these terms.

## **Duly Certified**

By submitting a proposal, the Offeror certifies that they are a duly qualified, capable, and otherwise bond-able business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Offeror must not be indebted to the School District, City, County or State and shall not owe any back taxes to Federal or local government agencies. The Offeror warrants that they are familiar with all laws, regulations, and customs applicable to the type of business required herein.

## **Credit Memos**

NIA expects awarded vendor's sales representative and/or customer service department to be responsible in securing credit memos, as may be needed, for any miscellaneous problems that may occur during the length of this proposal such as over-priced items, shipping charges etc.

## **Summer/Holiday Deliveries**

Please note: Vendor may not deliver during holidays and/or closure dates as specified on the purchase order. Any attempted deliveries during these periods may be refused without penalty to the District.

## **Termination of Contract**

NIA reserves the right to accept or reject any or all proposals or bid; waive minor technicalities and to accept the bid or bids that are determined to be the best value by the District and in the sole determination of the district.

The district's specifications, terms and conditions are contract terms that are legally binding upon awarding the vendor and establish quality/performance requirements of the vendor and the personal property being purchased for the full-term length of such awards.

If the bidder is awarded, the District shall have the right to terminate for default all or any part of the award if the bidder breaches any of the terms herein or if the bidder becomes insolvent or files any petition in bankruptcy.

Such right or termination is in addition to and not in lieu of any other remedies which the District may have under contract or in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. The District has the right to terminate this award for convenience, without penalty, if the District fails to appropriate funds or provide for an annual renewal of award, following delivery of notice to the bidder specifying the extent to which performance here-under is terminated and the date upon which such termination becomes effective.

NIA reserves the right to terminate the award for any reason with 30 days' notice to the bidder.

## STANDARD TERMS AND CONDITIONS

### LENGTH OF AWARD

This proposal shall be awarded to multiple vendors as determined to be the best value to NIA. NIA reserves the right to negotiate with any or all respondents.

All responses to the RFP shall be from date of award between NIA and the provider with automatic renewal/continuation for 5 (five) years from the date of the award. Prices and/or discounts submitted shall be firm for the initial term through **August 1, 2028**. After the initial contract term, the District reserves the right to auto-renew the contract as indicated in this request. Renewing the contract would imply doing so under the same terms and conditions. Any proposed price change(s) must be submitted in writing and signed by an authorized company representative no later than six (6) months prior to the expiration date to be considered. Within this six (6) month period, the District reserves the right to negotiate or reject any or all requests for rate increases. Prices will remain firm during each renewal period. Upon renewal, the awarded company must furnish to NIA current copies of insurance certificates and proof of workers compensation insurance. The district reserves the right to extend this solicitation at the end of any contract term for up to 180 days determined to be in the best interest of the District to ensure the availability of products and/or services. All purchase orders dated and issued within these dates will be subjected to the terms and conditions of this RFP.

### CHANGES

**ACCEPTANCE/EXCEPTIONS:** The Vendor will reiterate all terms, conditions, specifications or other items in any of the proposal documents and acknowledge their acceptance. The vendor must indicate their response by completing and submitting the "DEVIATIONS AND EXCEPTIONS FORM / COMPLIANCE SIGNATURE FORM".

**WITHDRAWAL OF PROPOSAL:** Any proposal may be withdrawn by the responding entity prior to the proposal due date and time. Any request by an entity to withdraw a proposal must be in person or in writing and submitted to the Newman International Academy Business Office prior to the proposal due date and time.

**CRIMINAL HISTORY:** In compliance with Texas Education Code § 22.08341 et. Seq. the following will be required. Criminal history record information must be obtained from all persons supplied by the contracted agency. As soon as an award letter is received by the vendor from NIA, all contractors, subcontractors, and employees must submit to NIA, Business Office, proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful Firm before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, [www.txdps.state.tx.us](http://www.txdps.state.tx.us) by clicking open Crime Records. The criminal records check is approximately \$100.00. If the company/agency has employees, the criminal history records form(s) must be submitted after the contract is awarded but prior to any work being done on any campus by any person(s) affiliated with the company/agency.

Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation, or deferred adjudication for the following:

- a. Any offense against a child; or
- b. Any sex offense; or
- c. Any crimes against persons involving weapons or violence; or
- d. Any felony offense against property; or
- e. Any felony offense involving controlled substances; or
- f. Any other offense the District believes might compromise the safety of students, staff, or property.

Prior to the beginning of a project, Payment Bonds (generally required for projects valued at \$25,000 and greater) and Performance Bonds (generally required for projects valued at \$100,000 and greater) may be required of the vendor by NIA. See Texas Government Code Chapter 2253; § 2253.021

## Applicable Specifications

### Scope

It is the intention of Newman International Academy to solicit proposals for all campuses for all types of Athletic Equipment, Services, Promotional Items and/or Supply Vendors as needed for our athletics department. Vendors are being solicited for replacement or repair of current equipment as needed now and in the future. Vendors are being solicited to supply Uniform/Sportswear as well as promotional items used in and for our athletics department as needed now and in the future. Vendors are being solicited to provide all types of supplies used in sports and athletics as needed now and in the future. Vendors are being solicited that provide required services pertaining to our athletics department now and in the future.

### Evaluation Criteria

1. In evaluating Proposals/Proposals submitted and per the Texas Education Code 44.031(b), the following considerations shall be considered to determine best value for the District:
  - a) the purchase price; and
  - b) the reputation of the vendor and of the vendor's goods or services; and
  - c) the quality of the vendor's good or services; and
  - d) the extent to which the goods or services meet the District's needs; and
  - e) the vendor's past relationship with the District; and
  - f) the impact on the ability of the District to comply with the laws and rules relating to historically underutilized businesses; and
  - g) the total long-term cost to the District to acquire the vendor's goods or services; and
  - h) if applicable to this Proposal/Proposal: for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
    - i: has its principal place of business in this state, or
    - ii: employs at least 500 persons in this state; and
  - i) any other relevant factor specifically listed in the request for Proposals or Proposals.
2. Award of the contract shall be made to the proposer(s) who provides goods or services at the best value for the District taking into consideration the relative importance set forth below. Best value evaluation criteria will be grouped into percentage factors.

Criteria	Weight
Purchase price	40 Points
Quality of goods	20 Points
Reputation of the vendor	20 Points
Extent to which good meet the District's needs	20 Points
<b>Total Proposal Score</b>	<b>100 Points</b>

**INSURANCE REQUIREMENTS**

- A. Submitted with this RFP, the vendor shall furnish a completed Standard Certificate of Insurance to the Business Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. Newman International Academy (NIA) must be listed as the Certificate Holder. NIA shall have no duty to pay or perform under this contract or agreement until such certificate shall have been delivered to the Business Manager, and no officer or employee shall have authority to waive this requirement.
- B. NIA reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance requirements and their limits when deemed necessary and prudent by the Business Manager based upon changes in statutory law, court decisions, or the claims history of the industry.
- C. A vendor's financial responsibility is of interest to NIA; therefore, subject to the vendor's right to maintain reasonable deductibles in such amounts as are approved by NIA, the VENDOR shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at the vendor's sole expense, insurance coverage written by admitted carriers authorized or approved to do business by the State of Texas and otherwise acceptable to NIA, in the following types and amounts:

Types of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	\$500,000 Each Accident \$500,000 Disease Policy Limit \$500,000 Disease Each Employee
Commercial General Liability	\$1,000,000 Combined Single Limit Policy Aggregate \$500,000 Combined Single Limit Each Occurrence (Property damage deductible not to exceed \$500 per occurrence)
Business Auto Liability	\$1,000,000 Combined Single Limit Each Occurrence

The immunity of the owner shall not be a defense from the insurance carrier.



**PROPOSAL RESPONSE FORM****Proposer Information:**\_\_\_\_\_  
Company Name\_\_\_\_\_  
Address\_\_\_\_\_  
Authorized Representative\_\_\_\_\_  
City, State, Zip\_\_\_\_\_  
Title\_\_\_\_\_  
Phone Number\_\_\_\_\_  
Company website\_\_\_\_\_  
Email address

**Proposal Format** For evaluation purposes, Proposals are to be submitted as a complete packet. Use this form as a cover sheet and submit the following information per the instructions and specifications that is applicable to your company and appropriate for evaluation of your Proposal:

**Proposers Certification:** The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of this Proposal Solicitation, including all forms and attachments included and /or referenced for the amount(s) shown on the accompanying Proposal form(s). Please check all the boxes to verify that the packet is complete.

- \_\_\_\_\_ Contractor Information
- \_\_\_\_\_ SB9 Consultant / Contractors Certification Form
- \_\_\_\_\_ Purchase Order Policy Agreement
- \_\_\_\_\_ Execution of Offer
- \_\_\_\_\_ Indemnification/Liabilities & Non-Collusive Bidding Certificate
- \_\_\_\_\_ Payment/Funding Out Clause/Visitor Registry System
- \_\_\_\_\_ Senate Bill 252-Chapter 2252 Verification
- \_\_\_\_\_ Vendor Pricing
- \_\_\_\_\_ References
- \_\_\_\_\_ Felony Conviction Notification
- \_\_\_\_\_ Certificate of Residency
- \_\_\_\_\_ Interlocal Agreement – EPCNT
- \_\_\_\_\_ Conflict of Interest Form
- \_\_\_\_\_ MWBE/HUB Certification
- \_\_\_\_\_ Required Contract Provisions – Federal Awards
- \_\_\_\_\_ W-9
- \_\_\_\_\_ Form 1295 Certificate of Interested Parties
- \_\_\_\_\_ Certificate of No Boycott Israel
- \_\_\_\_\_ Workman's Comp Documentation
- \_\_\_\_\_ Certificate of Insurance including Employers Liability, Commercial General Liability & Business Auto Liability

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**CONTRACTOR INFORMATION FORM**

**COMPANY REMIT TO ADDRESS (FOR PAYMENT): EMAIL TO RECEIVE ALL DISTRICT PURCHASE ORDERS:**

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

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

\_\_\_\_\_  
PO/Street Address

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

**DISTRICT CONTACT PERSON AT COMPANY LOCATION:**

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Phone Number

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

**NEWMAN SALES REPRESENTATIVE:**

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Phone Number

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

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## ***SB 9 Consultant/Contractors Certification Form (company/corporation w/employees)***

### **Introduction:**

Texas Education Code Chapter 22 requires 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.

### **Definitions:**

*Covered employees:* Includes all employees of a contractor (to include any subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying conviction:* One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of: \_\_\_\_\_ (Name of Contractor), I

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Certify that [check one]

☐ None of the Contractor's employees are covered employees, as defined above.

OR

☐ Some or all of the Contractor's employees are covered employees. If this box is selected, I further certify that:

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 has 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.

If Contractor received information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

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 the Contractor with this certification may be grounds for contract termination.

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## **DISTRICT PURCHASE ORDER/PAYMENT POLICY AGREEMENT**

Items and/or services are to be delivered to Newman International Academy **ONLY** when a district approved purchase order has been received by your company.

Under no circumstances should items and/or services be provided to the District without a properly drawn District purchase order.

If your company provides any item and/or service without a properly drawn District purchase order, you are **NOT GUARANTEED PAYMENT** and the item and/or service you're provided could be constituted as a donation to the district.

Newman International issues all payments to vendors on NET 30 terms. Once an invoice has been issued NIA has 30 days from the date on the invoice to issue payment to the vendor. An invoice can only be issued at the completion of services. There are no exceptions to this policy.

Please inform any staff member that handles the Newman International Academy account of these procedures.

You **MUST** sign this document as acknowledgement that you understand this policy.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXECUTION OF OFFER**

By signature hereon, the Respondents hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under chapter 171, Tax Code.

By executing this offer, Respondents affirms that he/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror or shall be removed from all vendor lists.

By signature hereon affixed, the Respondents hereby certifies that neither the Respondents nor the corporation, partnership or institution represented by the Respondents or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws.

Furthermore, the undersigned affirms that they are truly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, conditions or said proposal have not been communicated by the undersigned not by an employee or agent to any other person engaged in this type of business.

Having carefully examined this Request for Qualification request, terms, conditions, and forms, the undersigned hereby proposed and agrees to furnish goods and services in strict compliance with the specifications and conditions stated herein.

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

**Address:**\_\_\_\_\_

**City/State/Zip:**\_\_\_\_\_

**Telephone/Fax #:**\_\_\_\_\_

**Authorized Signature:**\_\_\_\_\_

**Typed/Printed Name:**\_\_\_\_\_

**Position with Company:**\_\_\_\_\_

**Taxpayer Identification Number:**\_\_\_\_\_

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**INDEMNIFICATION/LIABILITIES**

- 1. Infringement(s):** The successful vendor will be expected to indemnify and hold harmless Newman International Academy and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third-party claims and judgments involving infringement of patent copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.
- 2. Acts or Omissions:** The successful vendor will be expected to indemnify and hold harmless Newman International Academy, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by Newman International Academy and the vendor.
- 3. Notice:** Newman International Academy is a Texas Political Subdivision and a local governmental entity; therefore, it might not be permitted or authorized by Texas law to indemnify other persons or entities. Any contract made or entered into by Newman International Academy is subject to and is to be governed by Section 271.151 *et seq*, Tex Loc Gov't Code/ Otherwise, Newman International Academy does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

**NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

The signature below certifies the above.

Signature \_\_\_\_\_

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

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

Telephone Number \_\_\_\_\_

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**Payment Terms**

Newman International Academy pays net 30 and complies with the State of Texas payment law, Texas Government Code Chapter 2251.

**Funding Out Clause**

Pursuant to Texas Local Government Code Sec. 271.903, any Proposal/Offer accepted by Newman International Academy and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds.

**Visitor Registry System**

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

The signature below certifies to the above.

Signature \_\_\_\_\_

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

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

Telephone Number \_\_\_\_\_

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**SENATE BILL 252- CHAPTER 2252 VERIFICATION**

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051. 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company of Business Name), being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization, I will immediately notify the Newman International Academy Business Office.

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Printed Name

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Title

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Signature

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Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED



## LENGTH OF AWARD

This proposal shall be awarded to multiple vendors as determined to be the best value to NIA. NIA reserves the right to negotiate with any or all respondents. An award is not a guarantee of work nor is it a promise of a contract. Work/purchase is only guaranteed by issuance of a NIA purchase order.

All responses to the RFP shall be from date of award between NIA and the provider with automatic renewal/continuation for 5 (five) years from the date of the award. Prices and/or discounts submitted shall be firm for the initial term through **August 1, 2028**. After the initial contract term, the District reserves the right to auto-renew the contract as indicated in this request. Renewing the contract would imply doing so under the same terms and conditions. Any proposed price change(s) must be submitted in writing and signed by an authorized company representative no later than six (6) months prior to the expiration date to be considered. Within this six (6) month period, the District reserves the right to negotiate or reject any or all requests for rate increases. Prices will remain firm during each renewal period. Upon renewal, the awarded company must furnish to NIA current copies of insurance certificates and proof of workers compensation insurance. The district reserves the right to extend this solicitation at the end of any contract term for up to 180 days determined to be in the best interest of the District to ensure the availability of products and/or services. All purchase orders dated and issued within these dates will be subjected to the terms and conditions of this RFP.

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Printed Name

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Title

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Signature

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Date

## Vendor Pricing

Please check the item(s) below that applies to your company. Please attach this page as a cover page to your pricing submission.

\_\_\_\_ Service Vendor

Please submit a copy of your customary pricing/contracted rates for the normal goods or Services that you would provide to the District. Please attach the pricing to this page.

Discount Percentage offered \_\_\_\_\_

\_\_\_\_ Supply Vendor

Please submit a copy of your catalog with current pricing or list of items with current pricing for items you would supply to the district.

Discount Percentage offered \_\_\_\_\_

Shipping Costs \_\_\_\_\_

PLEASE LIST AVAILABLE CATALOGS/GOODS/SERVICES			
	CATALOG/ITEM	CATALOG PRICE	DISCOUNT PRICE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Shipping Prices/Terms: \_\_\_\_\_

\_\_\_\_\_

If your company has a catalog is your company catalog available on a website? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is your catalog website address: \_\_\_\_\_

Page must be completed and returned to be considered responsive.

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**Deviation/Compliance Signature Form**

If the undersigned bidder intends to deviate from the Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. NIA will consider any deviations in its RFP award decisions, and NIA reserves the right to accept or reject any RFP based upon any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures NIA of his/her compliance with the Terms and Conditions, Specifications, and all other information contained in this RFP document.

\_\_\_\_\_ No Deviations

\_\_\_\_\_ Yes Deviations

COMPANY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE’S NAME: \_\_\_\_\_

TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

If yes is checked, please list below. Attach additional sheet(s) if needed.

## References

Contractors shall provide a list of organizations served. At least 2 references are required. Organizations comparable in size, with similar needs and requirements to NIA, are preferred.

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

Company:	
Representative:	
Title:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Service Dates: (From – To)	

**FELONY CONVICTION****FELONY CONVICTION**

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

- ☐ My firm is a publicly held corporation; therefore this reporting requirement is not applicable
- ☐ My firm is not owned or operated by anyone who has been convicted of a felony.
- ☐ My firm is owned or operated by the following individual(s) who has been convicted of a felony:

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

Details of Conviction: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**RESIDENT CONTRACTOR FORM****CERTIFICATE OF RESIDENCY**

Pursuant to Government Code, Chapter 2252, Subchapter A, the District must be provided the following information for a response to be accepted. "A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident under Proposals the lowest Proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to under Proposal the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Resident proposer" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

"Nonresident proposer" refers to a person who is not a resident.

☐ My company is a "resident proposer"

☐ My company is a "nonresident proposer" of \_\_\_\_\_ (the state your principal place of business is located)

Does your "resident state" require proposer whose principal place of business is in Texas to under Proposal Contractors whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Resident state" means the state in which the principal place of business is located. ☐ No ☐ Yes If yes, what is the amount or percentage? \_\_\_\_\_

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Company Name

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Address

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Printed Name

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City, State, ZIP

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Title

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Phone

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Signature

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Email

**INTERLOCAL AGREEMENT FORM****EDUCATIONAL PURCHASING COOPERATIVE OF NORTH TEXAS (EPCNT)**

INTERLOCAL PURCHASING (*optional*): The Newman International Academy desires to make available to other local government entities of the State of Texas, by mutual agreement with the successful Contractor, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same goods and/or services, at the prices submitted, for the period of this contract. Each Contractor shall indicate in the space provided below if Political Subdivision orders will be honored in accordance with the contract terms and conditions, in addition to orders from the Newman International Academy.

☐ Yes    ☐ No

If vendor checks yes, the following will apply. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials or services under the contract awarded as a result of this solicitation. All purchases by members and participants other than NIA will be billed directly to that entity and paid by that entity. NIA will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as necessary and according to their policies.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: [www.epcnt.com](http://www.epcnt.com)

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Company Name

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Title of authorized Representative

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Signature of Authorized Company Official

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Date Signed

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**NEWMAN INTERNATIONAL ACADEMY  
BUSINESS OFFICE**

**Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code**

Effective January 1, 2006, any person or entity who contracts or seeks to contract with NIA for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict-of-Interest Questionnaire with the District. Each covered person or entity who seeks to or contracts with NIA is responsible for complying with any applicable disclosure requirements.

The Conflict-of-Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for Proposal or Proposal, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

*Note:* A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your Proposal/Proposal to the following address:

NEWMAN INTERNATIONAL ACADEMY

Attn: Business Office

220 S. Fielder Road

Arlington, TX 76013

The members of the Board of Trustees of Newman International Academy are:

Board of Trustees: Dr. Iva LaVerne Raine, President

Dr. Gary Royer, Vice President

Dr. Sheba K. George, Secretary

J.B. Morgan, Member

Josiah Jerome, Member

Superintendent: Dr. Sheba K. George



# 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

**MWBE/HUB CERTIFICATION**

A proposer/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB" and all referred to in this form as "MWBE") is encouraged to indicate its MWBE certification status when responding to this Proposal/Proposal Invitation.

☐ I certify that my company has been certified as a MWBE in the following categories (Please check all that apply):

☐ Minority Owned Business

☐ Women Owned Business

Certificate Number: \_\_\_\_\_

Name of Certifying Agency: \_\_\_\_\_

☐ My company has **NOT** been certified as MWBE.

By signature below, I certify that the above is true, complete, and accurate and that I am authorized by my company to make this certification.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED

## EDGAR CERTIFICATIONS

Newman International Academy is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Newman International Academy along with your proposal.

The following certifications and provisions are required and apply when Newman International Academy expends federal funds for any contract resulting from this procurement process. Pursuant to 2 CFR § 200.326, all contracts, including small purchases awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### 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 federal funds are expended, Newman International Academy 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 \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

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

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

Does Vendor Agree? YES \_\_\_\_\_ (If yes, insert 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 Part 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."

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

Does Vendor Agree? YES \_\_\_\_\_ (If yes, insert 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 DFR 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 sub recipient 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 Newman International Academy, 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 \_\_\_\_\_ (If yes, insert 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. 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 Newman International Academy, the vendor certifies that during the term of an award for all contracts by Newman International Academy 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 \_\_\_\_\_ (If yes, insert 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.

Pursuance to Federal Rule (F) above, when federal funds are expended by Newman International Academy, the vendor certifies that during the term of an award for all contracts by Newman International Academy 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 \_\_\_\_\_ (If yes, insert 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 -4671q) 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 Newman International Academy, the vendor certifies that during the term of an award for all contracts by Newman International academy resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (3) above.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert 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 Suppression.” 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 (G) above, when federal funds are expended by Newman International Academy, the vendor certifies that during the term of an award for all contracts by Newman International Academy resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert 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 disclosure are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended Newman International Academy, the vendor certifies that during the term and after the awarded term of an award for all contracts by Newman International Academy 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 or any agency, a Member of Congress, 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 connections 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 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
- (3) grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (4) 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 sub-recipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

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

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

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS- CFR § 200.334**

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

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

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

When federal funds are expended by Newman International Academy for any contract resulting from this procurement process, the vendor certifies that the vendor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issue 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 \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

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

It is the policy of Newman International Academy 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 \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

#### **COMPLIANCE CERTIFICATION 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 Provision must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**CERTIFICATION OF ACCESS TO RECORDS**  
2 CFR § 200.337

Vendor agrees that the Inspector General of the District 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 \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

The respondent (Vendor) certifies under penalty of perjury that their response 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 \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**Vendor agrees to comply with all Federal, State, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

---

Vendor/Company Name

---

Address, City, State, and Zip Code

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Phone & Fax

---

Authorized Representative Name

---

Title

---

Signature

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Date

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

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

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	<p>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p> </div> <div style="width: 48%;"> <p><input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> </div> </div>
4	<p>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
5	Address (number, street, and apt. or suite no.) See instructions.
6	City, state, and ZIP code
7	List account number(s) here (optional)
Requester's name and address (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.

<b>Social security number</b>										
				-			-			
<b>or</b>										
<b>Employer identification number</b>										
				-						

### 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 ►

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- 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.*



**CERTIFICATE OF INTERESTED PARTIES- FORM 1295**

Newman International Academy is required to comply with House Bill 1295, which amended the Texas Local Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits NIA from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to NIA at the time business entity submits the signed contract. NIA shall submit a copy of the disclosure to the Texas Ethics Commission not later than the 30th day after the date NIA receives the required disclosure.

**"Business Entity"** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:

[http://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A business entity must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized. As a business entity, all vendors must then submit the completed, signed, notarized Form 1295 with their proposal to NIA.

<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.			<div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>	
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.				
<b>4</b> Name of Interested Party		City, State, Country (place of business)		Nature of Interest (check applicable)
				<input type="checkbox"/> Controlling
				<input type="checkbox"/> Intermediary
<b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><input type="checkbox"/></span>				
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <span>(street)</span> <span>(city)</span> <span>(state)</span> <span>(zip code)</span> <span>(country)</span> </div> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <span>(month)</span> <span>(year)</span> </div> <div style="text-align: center; margin-top: 20px;">             _____              Signature of authorized agent of contracting business entity              (Declarant)           </div>				
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>				

## House Bill 89 – Section 2270.001 Verification

## Certification of No Boycott of Israel Form

If Contractor/Vendor is a “company”, as that term is defined in Section 808.001 of the Texas Government Code, Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of this Agreement.

Form requirements:

- This certification is required by Texas Government Code § 2270.002.
- This form is required to be attached to all Purchase Orders (goods) and Contracts (services), regardless of whether Contract requires the creation of a Purchase Order.
- The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Furthermore, Texas Government Code §808.001 states that the term “company” means a “for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit”.

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

**ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW**

I am not required to provide the certification listed above because (select one):

- ☐ I am not a “company” as defined above, pursuant to Texas Government Code §808.001.
- ☐ This is not an agreement for goods or services to be provided to Newman International Academy.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_