

# FACILITY MODIFICATION REQUEST

CLB-E-3

Campus: \_\_\_\_\_

Description of proposed project

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Provide justification for the desired modification

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Desired start date \_\_\_\_\_ Desired completion date \_\_\_\_\_

What is the estimated cost of this project? \_\_\_\_\_

Is this a one time or continuing cost? \_\_\_\_\_

How is modification funded?

- Donation - Organization Name \_\_\_\_\_
- Campus Activity Fund Acct. # \_\_\_\_\_
- Other: \_\_\_\_\_ Acct. # \_\_\_\_\_

Does this project require FBISD personnel? If yes, describe

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Designated contact person \_\_\_\_\_ Phone/Email \_\_\_\_\_

Alternate contact person \_\_\_\_\_ Phone/Email \_\_\_\_\_

## Provide the following documentation with this application:

- Vendor Proposal with site map
- Vendor Conflict of Interest Questionnaire
- Vendor Contractor Certification
- Vendor Felony Conviction Notice
- Vendor W-9 form
- Vendor Certificate of Insurance naming FBISD as additional insured
- Relationship with Foreign Entities Form
- Right of Entry Agreement, if applicable it will be requested by FBISD review team
- Donation Form, if applicable
  - >\$5000 Form CDC-E-2
  - <\$5000 Form FJ-E-1

### APPROVALS:

Principal \_\_\_\_\_ Date \_\_\_\_\_

Assistant Superintendent \_\_\_\_\_ Date \_\_\_\_\_

E-Team \_\_\_\_\_

Contract Required? Yes \_\_\_\_ No \_\_\_\_

Project Assigned to: \_\_\_\_\_

NOTES:

APPROVALS:

Principal \_\_\_\_\_ Date \_\_\_\_\_

Assistant Superintendent \_\_\_\_\_ Date \_\_\_\_\_

E-Team \_\_\_\_\_

Contract Required? Yes \_\_\_\_ No \_\_\_\_

Project Assigned to: \_\_\_\_\_

NOTES:

## FORT BEND I.S.D. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage in the amounts specified below and furnish to District. If any work provided for or to be performed under any Specifications is sub-let (as otherwise permitted by the terms of such Specifications), the contractor shall require the subcontractor to maintain and furnish him with satisfactory evidence of *Workers Compensation*, *Employer's Liability* and such other forms and amounts of insurance which the contractor deems reasonably adequate. Certificates of Insurance on the current ACORD form shall be issued to District showing all required insurance coverage.

<b>Insurance Required</b>	<b>Limit Required</b>
<b>Automobile Liability</b> insurance covering Any Auto	\$1,000,000 Combined Single Limit
<b>Comprehensive (Commercial) General Liability</b> insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. XCU exclusions to be removed when underground work is performed.	\$2,000,000 Aggregate, Occurrence and Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments  Per Project Aggregate  Evidence of coverage must be shown on certificates of insurance.
<b>Professional Errors &amp; Omissions Liability</b> insurance may be required from all contractors and licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, banks, financial consultants, etc.	Consultant on a limited basis with the district in the area of student support and staff development; \$1,000,000  One time project limit all other consulting services; \$2,000,000 Occurrence & Aggregate minimum, \$5,000,000 Maximum Limit \$50,000 Deductible  Retroactive Date preceding date of contract must be shown  Extended Reporting Period three years past completion of contract
<b>Workers Compensation</b> insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits
Employers Liability insurance	\$1,000,000
<b>Umbrella or Excess Liability</b> insurance (excess of primary General Liability, Automobile Liability and WC Coverage B)	One time contract amount for all contracts exceeding: <b>Contract            Limit</b> \$100,000 - \$2,000,000 total limit \$500,000 - \$10,000,000 total limit \$1,000,000 (plus)- \$25,000,000 total limit

Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is

provided.

**Insurance Conditions**

All insurance coverage shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The location or description and the bid number, CSP number or Purchase Order number
2. A 60 day notice of cancellation of any non-renewal, cancellation or material change to any of the policies
3. "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies naming the District.
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Automobile Liability, Umbrella Liability and the Property insurance policies.
5. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District: CG2010, CG2037, CG2404, CA0070, CA0032, WC0003 or their equivalents.

All insurance must be maintained for one year following substantial completion with Certificates of Insurance provided.

Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

Fort Bend Independent School District  
555 Julie Rivers Drive  
Sugar Land, TX 77479

## Contractor Certification

### Definitions:

*Covered employees:* Employees 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 criminal history:* Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (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.

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On behalf of \_\_\_\_\_ (“Contractor”), I certify that  
[check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

*Or*

None of Contractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

*Or*

Some or all of Contractor’s employee are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. 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 the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

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(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**FELONY CONVICTION NOTICE**

I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. **The Contractor must complete the following information in accordance with state law.**

*Please sign only one:*

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Contractor \_\_\_\_\_ Date \_\_\_\_\_

**OR**

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

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

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

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

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

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

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

**I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.**

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

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

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

**Printed name of company official signing above:** \_\_\_\_\_



### Relationships with Foreign Entities

During the 85<sup>th</sup> Legislative Session (2017), the State of Texas enacted two additional requirements affecting all government contracts for goods and services.

All government contracts for goods and services signed after September 1, 2017 must include required provisions from HB 89 (Certification Regarding Israel), and language to implement SB 252 (Verification Regarding Terrorist Organizations).

Therefore, in compliance with HB 89 and SB 252 of the 85<sup>th</sup> Texas Legislative Session, Contractor agrees that:

In accordance with Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Contractor further certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of Agreement with Fort Bend ISD.

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Name of Vendor ("Contractor")

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Mailing Address

City

State

Zip

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Prepared by

Title

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Signature

Date