



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Services (“Agreement”) is entered into as of **Month, Day, and Year** between the **Fort Bend Independent School District** (hereinafter “**FBISD**”) and **Name of Consultant and Gull Address**, (hereinafter “**Consultant**”). FBISD and Consultant may be referred to singularly as a “Party” and collectively as the “Parties.”

1. **TERM:** The term of this Agreement (“Term”) will **begin on _____ and end on _____**, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.
2. **SERVICES:** FBISD agrees to contract with the Consultant for the following services and the Consultant agrees to perform such services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality, in a manner satisfactory to the District: (“Services”):

Insert detailed description of Project along with School Name, Address, FBISD Project Number and detailed proposal from Consultant (Exhibit F), which is attached hereto and incorporated herein for all purposes. Insert RFQ Number as appropriate.

In the event of any inconsistency between Exhibit F and this Agreement, this Agreement shall prevail.

3. **INCORPORATED DOCUMENTS:** FBISD and the Consultant mutually agree that the following documents are incorporated into and made a part of this Agreement by reference:
 1. Consultant’s Insurance Coverage: Exhibit A
 2. Consultant Certification: Exhibit B
 3. Conflict of Interest Questionnaire: Exhibit C
 4. Felony Conviction Notice: Exhibit D
 5. Suspension and Debarment Certification: Exhibit E
 6. **Consultant’s Detailed Scope and Fee Proposal: Exhibit F**
 7. Consultant’s Proposed Schedule: Exhibit G
 8. List any documents as Exhibits (if applicable)
 9. FBISD Scope of Professional Services Dated January 1, 2012. (Delete if not applicable)
 10. FBISD Design and Construction Standards Dated January 1, 2012 (Delete if not applicable)

It is expressly agreed and understood by the parties that the incorporation of Exhibit F above shall not include, and shall specifically exclude any terms or conditions contained in such Exhibit that conflict with the terms or conditions contained in this Agreement or any other Exhibits issued by FBISD. In particular, but without limitation, any terms that purport to expand FBISD’s liability to Consultant or that limit or waive Consultant’s liability to FBISD shall have no effect or enforceability.

4. **COMPENSATION:**

(NOTE: Delete the ones that do not apply and then delete this note)

The District agrees to pay Consultant for the above services when satisfactorily performed. This is a fixed price contract. FBISD will pay Consultant the amount of \$ _____.

[OR]

This is not a fixed price contract. FBISD will pay Consultant an amount not to exceed \$_____ (based on an hourly fee and/or other method of calculation as follows:

[OR]

This is not a fixed price contract and will be performed on a service-order basis. FBISD will pay Consultant an amount not to exceed \$_____ (based on service order form(s) to be completed and signed by the Parties, a version of which will be provided to Consultant by FBISD). FBISD will engage Consultant on an “as-needed if needed” basis and does not guarantee the purchase of any quantity or dollar amount of Services.

5. **PAYMENT TERMS:** Payment to Consultant shall be made only after services are performed and not before. Advance payment to Consultant is strictly prohibited. Consultant shall submit detailed invoices to FBISD describing the Services rendered, the times when such Services were performed, compensable expenses and the amount due. FBISD will pay undisputed amounts within thirty (30) days of receiving invoices, and payment may not be deemed overdue until the 31st day after the later of: (1) the date the services are performed under this Agreement or (2) the date FBISD receives an invoice. Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

FBISD will reimburse Consultant only for those reasonable travel and miscellaneous expenses incurred as a result of an explicit request by FBISD in rendering the Services. Expenses will be reimbursed in a timely manner upon presentation by Consultant of an invoice with supporting receipts. Business mileage will be reimbursed at the current IRS-approved mileage rate. All reimbursable travel and expenses by Consultant, if any, must be approved in advance by FBISD and should be computed in accordance with FBISD procedure and applicable grant guidelines. Consultant shall be solely responsible for all non-reimbursed business expenses, including trips to District offices and construction site for project meetings, trips to offices of Authority Having Jurisdiction etc.,

6. **CONSULTANT’S STATUS AND RESPONSIBILITIES:** In performing the Services, Consultant will be deemed an independent consultant and not FBISD’s agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent consultant, Consultant will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation and personal incidentals necessary in the performance of the Services. Consultant shall be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payments made by FBISD hereunder and Consultant shall indemnify and hold FBISD harmless in this regard. Before invoicing FBISD for Services, Consultant will complete and submit an Internal Revenue Service (“IRS”) Form W-9. Consultant shall perform the Services in strict accordance with this Agreement and in accordance with the standard of care ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

7. **INTELLECTUAL PROPERTY:** Consultant represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

8. **OWNERSHIP OF WORK PRODUCT:** All work product, including any concepts, products, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Consultant in the performance of its obligations under this Agreement (the “Work Product”) will be deemed works for hire and the exclusive property of FBISD. Consultant shall deliver all such materials to FBISD upon completion, termination or cancellation of this Agreement. Any programs, data or other materials furnished by FBISD for use by Consultant in connection with the Services performed under this Agreement will remain FBISD’s property.

FBISD agrees, to the fullest extent permitted by law, release the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Work Product by FBISD or any person or entity that acquires or obtains the Work Product by FBISD or any person or entity that acquires or obtains the Work Product from or through FBISD without the written authorization of the Consultant.

Upon execution of this Agreement, the Consultant grants to FBISD a perpetual nonexclusive license to reproduce the Work Product, which can be used by FBISD for the purposes of constructing, using, occupying, maintaining, completing, altering and/or adding to the Project, provided that FBISD substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant’s sub consultants consistent with this Agreement. FBISD shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use or misuse by FBISD of the Work Product shall be at FBISD’s sole risk and without liability to the Consultant and the Consultant’s sub consultants.

Except for the licenses granted above, no other license or right shall be deemed granted or implied under this Agreement. However, FBISD shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Work Product appropriate to and for use in their execution of the work by license granted herein. Submission or distribution of Work Product to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant’s sub consultants.

9. **INDEMNITY:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless FBISD and each of its trustees and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, “Claim”) to the extent the Claim arises from the negligent acts, errors, or omissions, or willful misconduct by Consultant, its employees, consultants or subconsultant.
10. **INSURANCE:** Unless an appropriate FBISD representative agrees to waive the requirements by initialing the designated space near the signature block below, Consultant shall comply with all of FBISD’s insurance requirements, as reflected in the attached document entitled Fort Bend I.S.D. Insurance Requirements, attached as Exhibit A and incorporated by reference herein. Consultant shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work.
11. **INSPECTION AND ACCEPTANCE OF SERVICE:** FBISD reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, FBISD may (i) require Consultant to perform the Services again in conformity with such requirements, with no additional charge to FBISD; or (ii) equitably reduce payment due Consultant to reflect the

reduced value of the Services performed. These remedies do not limit other remedies available to FBISD in this Agreement or otherwise available at law.

12. **COMPLIANCE:** Consultant agrees to abide by all local ordinances and state and federal laws, including but not limited to, the Americans with Disabilities Act; Section 504 of the 1973 Rehabilitation Act; Executive Orders 11246 and 11375 regarding Equal Employment Opportunity, as supplemented in Department of Labor Regulations; the Family Educational Rights & Privacy Act; and Title IX of the Education Amendments of 1972.
13. **CONFIDENTIALITY; DATA PROTECTION:** Consultant and each of the Consultant's employees must agree to abide by the confidentiality provisions surrounding the use and dissemination of student educational records and information as contained in the federal *Family Educational Rights & Privacy Act (FERPA)*. Consultant also agrees that he/she may be held professionally and personally liable for violation of this Act. Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Consultant shall maintain and process all information it receives in compliance with all applicable data protection/privacy laws and regulations and FBISD policies.
14. **PUBLICITY:** Consultant shall not use FBISD's name, logo or other likeness in any press release, marketing material or other announcement without FBISD's prior written approval.
15. **SUBCONSULTANTS:** If Consultant is permitted to subcontract any of the Services, Consultant shall require that each subconsultant complies with all provisions of this Agreement. Consultant will remain liable for the negligent acts and omissions of such subconsultant(s) and the proper performance and delivery of the Services.
16. **AUDIT:** Execution of this Agreement constitutes Consultant's acceptance of the authority of FBISD's internal and external auditors, the Texas Education Agency, the Comptroller General of the United States, or any of their duly authorized representatives (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Consultant agrees to cooperate with the Auditor conducting such audits or investigations and to provide the Auditor access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. Consultant agrees to maintain all records pertinent to this Agreement for five years after FBISD has made final payment and all other pending matters related to this Agreement are closed.
17. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement. FBISD and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.
18. **TERMINATION FOR CAUSE:** A Party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting Party. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement for cause as of the date specified in the notice, and may seek other relief as provided by law. In the event of termination prior to completion of the Agreement, the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed to the date of termination.
19. **TERMINATION FOR CONVENIENCE:** FBISD may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Consultant. The Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid.

20. **FORCE MAJEURE:** Either Party's failure to perform its obligations hereunder shall not be deemed a breach of this Agreement if such failure is due to fire, war, civil unrest, terrorist action, governmental regulations, acts of Nature, or other causes beyond the reasonable control of the Party claiming force majeure.
21. **NOTICE:** Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as of the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, or (iii) received by facsimile.

To Fort Bend ISD
Dept Name: Design and Construction
Attn: Thomas Cooper, Director
Address: 2323 Texas Parkway Missouri City, TX 77489
With a copy to:
Legal Department 16431 Lexington Blvd. Sugar Land, TX 77479

To Consultant

Attn: _____
Address: _____ _____
With a copy to:

Attn: _____
Address: _____ _____

22. **FUNDING CONTINGENCY:** Notwithstanding any contrary provision of this Agreement, each payment obligation of FBISD created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by FBISD at the end of the period for which funds are available. FBISD shall notify Consultant at the earliest possible time before such termination. No penalty shall accrue to FBISD in the event this provision is exercised, and FBISD shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit FBISD to terminate this Agreement in order to purchase similar services from another party.
23. **CONSULTANT REPRESENTATIONS:** If Consultant is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Consultant is authorized to do so.
24. **CONSULTANT CERTIFICATION:** Consultant shall complete the "Consultant Certification" regarding the criminal history of covered employees, attached as Exhibit B and incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement.
25. **CONFLICT OF INTEREST DISCLOSURE:** Prior to and as a condition of doing business with FBISD, Consultant shall complete a Conflict of Interest Disclosure Form, attached hereto as Exhibit C and incorporated by reference herein, and shall disclose any business relationship, past

or present, with a sitting Board member or FBISD employee. Failure to disclose the existence of any such relationship may be grounds for termination of this Agreement.

26. **FELONY CONVICTION NOTICE:** Texas Education Code 44.034(a), Notification of Criminal History 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 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 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.” This notice is not required of a publicly-held corporation. If notice is required of Consultant, then Consultant shall complete a Felony Certification Form, attached hereto as Exhibit D and incorporated by reference herein.
27. **DEBARMENT OR SUSPENSION:** 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). Consultants 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. If certification is required of Consultant, then Consultant shall complete a Suspension and Debarment Certification, attached hereto as Exhibit E and incorporated by reference herein.
28. **WAIVER:** Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as a waiver of any subsequent breach.
29. **SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties’ rights or obligations that, by their nature and context, are intended to survive termination or expiration.
30. **ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.
31. **LIMITATIONS:** Terms and conditions of this Agreement will only be binding on FBISD to the extent permitted by the Constitution and laws of the State of Texas.
32. **GOVERNING LAW; VENUE:** This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the Parties consent to jurisdiction of the courts in Fort Bend County, Texas.
33. **MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representations and understandings made by the Parties relating to such subject matter. This Agreement may not be amended or otherwise modified except by the written agreement of both Parties. Consultant may not assign this Agreement without FBISD’s prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.

Insurance Requirements Waiver – IF the Insurance Requirements are not applicable to the Services or if FBISD otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate FBISD representative may waive the requirements by initialing here: →

Otherwise, Consultant must satisfy the Insurance Requirements specified in this Agreement.

By signing below, Consultant acknowledges that FBISD does not provide insurance coverage for Consultant or its employees. Consultant does_____ does not_____ carry workers' compensation coverage for its employees.

By signing below, Consultant certifies that he or she is not an employee of the District. This includes individuals that are not: (a) currently working due to the District's break/holiday for students and employees; (b) a substitute employee for the District; or (c) a business owned or operated by a District employee.

As the requestor for these contracted services, I understand and approve the terms of this contract, and assure that contracted services have not begun before a purchase order has been issued.

FORT BEND INDEPENDENT SCHOOL DISTRICT

By: _____
Charles E. Dupre, Ed.D
Superintendent of Schools
Date _____

CONSULTANT

By: _____
Insert Name and Title
Date _____

(**Note:** If the Consultant will earn \$50,000 or more during any twelve-month period, then this Contract must be approved by the Board of Trustees.)

FBISD INTERNAL USE ONLY

FBISD Project Manager (Signed as to Review only)

By: _____ Date: _____
Name

FBISD Director of Design and Construction (Signed as to Review only)

By: _____ Date: _____
Thomas Cooper, AIA NCARB

FBISD Design and Construction Accounting (Activity codes and availability of funds verified)

By: _____ Date: _____
Chrystal Castaneda

DISTRIBUTION

- Consultant (Original)
- FBISD D & C Project File (Original)
- FBISD Legal Counsel (Original)
- FBISD Purchasing
- FBISD Risk Management
- FBISD Project Manager

EXHIBIT A

FORT BEND ISD INSURANCE REQUIREMENTS

It is suggested that this Exhibit be provided to the Consultant's Insurance Provider

Consultant shall not commence work until all required insurance coverage has been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurances on the current ACORD form shall be issued to the District showing all required insurance coverage.

<u>Insurance Required</u>	<u>Limit Required</u>
Automobile Liability insurance covering Any Auto	\$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	<p>\$1,000,000 Occurrence \$2,000,000 Aggregate \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments</p> <p>Per Project Aggregate (CG 70 49)</p> <p>Evidence of coverage must be shown on certificates of insurance.</p>
Professional Errors & Omissions Liability insurance required for all licensed or certified professionals, (e.g., all architects, and engineers)	<p>\$1,000,000 Occurrence \$2,000,000 Aggregate</p> <p>Higher limits shall be required for professional contract values exceeding \$100,000. These limits shall be agreed to in writing with the Owner prior to project commencement.</p> <p>Retroactive Date preceding date of contract must be shown in the Comments/Remarks Section of ACORD application.</p> <p>Professional Errors and Omissions Liability Insurance shall be maintained for three (3) years past substantial completion of construction contract. If coverage is cancelled or non-renewed prior to contract completion date, the Consultant shall purchase "Extended Reporting Period" coverage for a three (3) year period.</p>
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits
Employers Liability insurance	\$1,000,000

Insurance Conditions

All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form) 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 to any of the policies, and copies of CG 02 05, TE 02 02A and WC 42 06 01 or their equivalents specifically naming the District;
3. "Additional Insured" on the Property, General Liability and Automobile Liability and policies naming the District.
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, and Automobile Liability.

In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured CG 20 10, CG 20 37, CA 04 03, and (b) showing waivers of subrogation in favor of the District: CG 24 04, TE 20 46A, WC 42 03 04A, or their equivalents

Consultant 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
C/o Design and Construction Department
Address: 2323 Texas Parkway
Missouri City, TX 77489
Attention: Director

EXHIBIT B

Consultant 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.

On behalf of **NAME OF CONSULTANT**, (“Consultant”), I certify that [check one]:

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

Or

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

Or

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

1. Consultant has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Consultant receives information that a covered employee subsequently has a disqualifying criminal history, Consultant will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Consultant 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, Consultant 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

EXHIBIT C

**CONFLICT OF INTEREST QUESTIONNAIRE
CIQ**

FORM

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

If no conflict of interest, please check this box and sign below

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

EXHIBIT D

FELONY CONVICTION NOTICE

I, the undersigned Consultant 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 Consultant 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 Consultant _____ Date _____

OR

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

Signature of Consultant: _____ 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 Consultant: _____ Date: _____

EXHIBIT E

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: _____