

**REQUEST FOR PROPOSALS (RFP)
FOR
Accounting and Financial Management Software**

February 12, 2025



Community Services of Northeast Texas, Inc.

115 South Kaufman Street/PO Box 427

Linden, TX 75563

903.756.5596 x 277 or x 201

Proposals Due by 2:00 p.m. February 26, 2025

Community Services of Northeast Texas, Inc.

115 S. Kaufman St. · Linden, TX 75563

(903) 756-5596 · Fax: (903) 756-5556

REQUEST FOR PROPOSALS (RFP):

GENERAL CONDITIONS

I. PURPOSE

Community Services of Northeast Texas, Inc. (CSNT, Inc.) is soliciting proposals from a qualified vendor to provide a fund accounting software and consulting service to design and implement a plan to set up and migrate from our current accounting software and partially outsource accounting functions. In addition, design and provide a training schedule for all core staff and read only staff in the operation of the software.

A. Background: Established in 1965, CSNT, Inc. is a private, Texas nonprofit corporation and has been determined to be exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. CSNT, Inc. is the designated Community Action Agency of a 12 county service area in Northeast Texas and has approximately 100 employees. It is governed by a 12-member volunteer Board of Directors. CSNT Inc.'s fiscal year is October 1 through September 30. CSNT, Inc. is funded almost entirely from federal grants, and federal grants passed through Texas government agencies. CSNT, Inc. has approximately 100 employees and expects to recognize gross revenues of between \$10 and \$15 million dollars for the current fiscal year from its grant awards. The major programs CSNT, Inc. operates include:

1. Head Start and Early Head Start Childcare Programs.
2. Low-Income Energy Assistance Program (LIHEAP).
3. Community Services Block Grant Program (CSBG).
4. Child and Adult Care Food Programs (CACFP).
5. Tenant Based Rental Assistance Program (TBRA).
6. Atmos Energy Share The Warmth Program
7. Local Utility Vendor Fund Programs

B. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m., February 26, 2025.**
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Executive Director and the Deputy Executive Director, at michelle.morehead@csntexas.org and bernie.yancey@csntexas.org.
3. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CSNT, Inc. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CSNT, Inc.

C. Proposal Submission Instruction to Vendors: Your proposal should be addressed as follows:

RFP No. FIN 2025-001
 ATTN: Michelle Morehead and Bernie Yancey
 PO Box 427
 Linden, TX 75563
 Or via email to:
 michelle.morehead@csntexas.org
 bernie.yancey@csntexas.org

It is the responsibility of the Vendor to ensure that CSNT, Inc. receives the proposals by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

Expected Timelines:

	Date(s)	Event
1	February 12, 2025	RFP Released to public
2	February 19, 2025	Due date for Vendor questions
3	February 20, 2025	Responses to Vendor questions emailed to Vendors
4	February 26, 2025, by 2:00pm	DUE DATE FOR PROPOSALS FROM VENDORS
6	March 3, 2025	Notification of Award

- C. Right to Reject:** CSNT, Inc. reserves the right to reject any and all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP. CSNT, Inc. reserves the right to waive any and all informalities or irregularities in any proposal.
- D. Confidentiality:** The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CSNT, Inc., the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor's possession, to those employees on the Vendor's staff who must have the information on a "need-to-know" basis. The Vendor agrees to immediately notify, in writing, CSNT, Inc.'s authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.
- E. Notification of Award:** CSNT, Inc. anticipates but does not guarantee that the Contract will be awarded by **March 3, 2025**.
Award will be made to the most responsible Vendor(s) whose service, experience and approach to the project are most compatible with the CSNT, Inc.'s needs. CSNT, Inc. will be the sole judge in making this determination.
- F. Small, Women and/or Minority-Owned Business:** Efforts will be made by CSNT, Inc. to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CSNT, Inc.
A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

II. Software and Services Requirements

A financial management system that is cloud-based and accessible via web browser, providing the full capability of import and export functions. The system shall also be capable of connecting via API to Microsoft Dynamics.

GENERAL LEDGER

1. The chart of accounts should allow the user complete control over structure and terminology.
 - a. Current Chart of accounts:
 - i. GL Account
 - ii. Fund
 - iii. Activity
 - iv. Function
 - v. Department
 - vi. Category
 - vii. Restriction
 - b. It is desired that an additional segment be added to track the grant year.
 - c. CSNT, Inc. is currently using Abila MIP and it is desired that historical data from the current financial system be migrated and mapping of accounts must be performed. Please describe this process.
2. The system should be consistent with Accounting Standards Board requirements and pronouncements.
3. The system should provide the user with the ability to have various views of General Ledger (examples: organization, cost center/department, and project).
4. The system should provide the user with the ability to move from a GL account to specific transactions affecting the account.
5. The system should provide the user with the ability to conduct searches, post transactions, and generate reports at all levels of the account structure by fiscal year, month, calendar year, or any user-defined date.
6. The system should support multiple fiscal years and have the ability to retain a minimum of 7 fiscal years.
7. The system should maintain active, inactive, and restricted accounts.
8. The system should include grant and project accounting periods defined separately from the fiscal year.
9. The system should support cash basis, accrual basis, year-end accrual basis, or any combination thereof.
10. The system should have bank reconciliation capability.
11. The system should provide user-defined security and transaction authorization levels including the ability to define record additions, changes, inquiry (view), and deletion.
12. The system should include an approval process for posting to the general ledger.
13. The system should include General Journal entries with standing and reoccurring Journal Entry capability and Automatic Journal Entry reversals.
14. The system should allow interactive or batch processing and an approval process.
15. The system should include a comprehensive audit trail from sub-ledgers in GL transaction detail including customer/vendor ID, check number, Invoice, P.O., and Cash Receipt number.
16. The system should include the ability to close subsets independently.

BUDGET PREPARATION

1. The system should have the ability to generate a multi-year budget.
2. The system should directly link to spreadsheet and/or word processing documents.
3. The system should have the ability to create budgets at the department level and at the organization-wide level.
4. The system should allow for multiple budgets.
5. The system should have the ability to maintain the budget history for prior years

FINANCIAL REPORTING

1. The system should have the ability to prepare all standard monthly, quarterly, year-to-date, actual to budget financial reports, and user-defined reports.
2. The system should have the ability to prepare all standard financial reports with comparisons to prior periods, such as a prior month, prior quarter, and prior year-to-date.
3. The system should have a user-friendly report writer that has the ability to access all application data in each module's database.
4. The system should allow the generation of reports to a spreadsheet application.
5. The system should include forecasting capabilities for future periods based on defined parameters and historical data.
6. The system should allow the user to drill down on reports to specific transactions affecting the account.

ACCOUNTS PAYABLE

1. The system should provide a robust security system that will allow the customization of separation of duties involved with the entering of invoices, payment of invoices, and the entering of new vendors.
2. The system should provide for ACH payments.
3. The system should allow flexible reporting and vendor history reports.
4. The system should support 1099 tracking, reporting, and printing or electronic submission.
5. The system should allow for the scanning of invoices, which should be able to be accessed via drill-down features.
6. The system should allow for multiple invoices per check.
7. The system should allow for the entry of expenditure, revenue, or balance sheet account numbers.
8. The system should allow for laser check printing.

ALLOCATION MANAGEMENT

1. The system should provide the user with the ability to maintain an independent chain of command to support reporting across funds, cost centers, object code, projects, or tasks.
2. The system should provide a flexible report writer system so that projects can be tracked accordingly.

FIXED ASSET ACCOUNTING

1. The system should integrate with the Accounts Payable and/or Purchase Order system to facilitate

- the creation of a fixed asset inventory.
2. The system should allow the user to assign fixed assets to specific funds, users, and locations.
 3. The system should allow the user to define classes of fixed assets such as property, plant, and equipment with user-defined subcategories.
 4. The system should allow the user to track acquisition methods such as procurement, donation, and disposition methods such as sale, donation, or auction.
 5. The system should have the ability for automated inventory audit and reconciliation on a periodic basis via basis utilizing advanced technology.
 6. The system should be able to generate depreciation postings and depreciation posting automation in the general ledger system.

PURCHASING

1. System should have the capability of generating requisitions and API.
2. System should have robust workflow capabilities to add multiple approvers restrictions to available code combinations and exceptions due to type of purchase. It would be ideal to minimize the number of workflows and rather create smart workflows that can re-route the requisition based on the type of purchase.
 - a. Example: Technology purchase would be routed through IT personnel for approval.
 - b. Example: Equipment purchase would be routed to fixed asset personnel for approval.
 - c. Example: Fund code exception would be routed through the appropriate accountant for approval.
3. System should be capable of adhering to expenditure level limits of approvers set by CSNT, Inc.
4. System should be capable of notating receiving items and attaching packing slips. The system should also notify accounts payable of the completed receiving process for closeout.
5. All documentation attached to a requisition should flow through to accounts payable and be merged to the API.
6. Budgets should be linked to purchasing module to provide either hard stops or warnings if the budget is to be exceeded.

GRANT MANAGEMENT & REVENUE RECOGNITION

1. System shall be able to track grants and maintain the billing requirements.
2. Centralize all grants for tracking, billing, reimbursement, reporting, and audit.
3. Must be able to interface with budgeting tools to track grant expenditures over the grant cycle.
4. Must be able to associate accounting entries with grants and flag for reimbursable costs.
5. Ability to track tasks/milestones and when the task needs to be completed associated with grants.
6. Ability to manage installment-based transactions across year-end with automated revenue recognition schedules.
7. Have the ability to select the best revenue recognition method for each revenue stream.

FUNCTIONALITY

1. Please provide a brief narrative on your product's ability to provide the functionality required for the specific needs outlined.
2. Describe the ability to enter data into the system one time to avoid duplicate entries.

3. Describe the user interface to your system (for example, Windows GUI interface).
4. Is your system real-time or batch processing? Explain if there is a combination of real-time and batch processes.
5. Various permission levels for access are required. CSNT, Inc. allows access to its staff to run reports and review transactions that will require read-only access.
6. Export of data to Microsoft Excel and PDF is required. Please explain the process of export and list which reports are capable of export.
7. How is system documentation provided to your customers, and how is it updated?
8. How will you support implementation and end-user training?
9. Please list the hourly rates for your technical and support staff in the event that additional work outside the scope of this RFP is requested.
10. Describe backup procedures and how the environment is partitioned from other client data.
11. Describe the process to request backups of data.
12. A test environment is required for process mapping procedures. Please describe the ability to establish a test environment.
13. Describe your organization's accountability in the event a system failure occurs.
14. Some reports are considered high level such as a trial balance, to avoid running multiple reports it is desired to have the ability to "drill down" to the transaction level? Please describe.
15. Does your system have any limitations on the number of accounts or journal entries?
16. Please describe all practical limitations.
17. How many years of detailed information do you recommend can be stored in your system?
18. How many companies have de-converted from your system in the past five years? Why?
19. The system must support a minimum of 10 simultaneous concurrent users, 10 requisition users and 10 read-only users.
20. The system must be able to store all documentation related to a transaction from purchase requests through the accounts payable process. The system is expected to be the main repository for all supporting documentation such as, but not limited to, invoices, packing slips, contracts, and estimates.
 - a. The environment must have redundancies in place to restore all data.

IMPLEMENTATION, TRAINING, AND SUPPORT.

1. Provide minimum system requirements.
2. Does your organization provide direct support and implementation of the software or is this subcontracted?
3. Please provide a general outline of the steps your company uses to install, convert, and train new sites on your product(s).
4. As noted in the description section, our goal is to be fully implemented and converted in the calendar year 2025. Please submit a proposed timeline showing your implementation strategy for meeting this deadline.
5. Parallel testing during implementation is required. Please describe this process.
6. Please provide your organization's views to ensure the product is installed timely, staff is trained, and a long-term business relationship is formed
7. Please identify additional training opportunities provided by your organization.
8. How often is your software updated?

9. What additional information would you like us to consider regarding implementation, training, and support?

PRICING

1. This request for proposals is intended to be a part of a competitive negotiation process. The costs for providing a proposal are considered a marketing expense to be absorbed by the vendor. To be considered during the evaluation of proposals, vendors are required to submit all requested information including pricing detail by module. The price quote section must include:
2. The total price for the entire system, and the separate prices and fees for each module, system component, and/or subsystem.
3. Estimate based on:
 - a. 10 concurrent users.
 - b. 10 requisition users
 - c. 10 read-only users
4. Setup fees
5. Conversion/migration costs
6. Maintenance costs
7. Training costs
8. Total cost should include all costs related to the software, required hardware, conversion of existing data, installation, training, and final implementation.
9. Total project cost is a major factor in the decision process but not the only consideration.
10. Other decision factors are the track record of the vendor with conversions at other organizations of similar size and complexity; vendor identification and understanding of the Organization's requirements; experience and qualifications of key vendor implementation support personnel; and track record in providing quality customer support.

Modules specific to Organization's needs are listed below.

1. General Ledger
2. Allocation Management
3. Grant Management
4. Financial Reporting, Budgeting, and Forecasting
5. Accounts Payable
6. Accounts Receivable
7. Purchasing
8. Fixed Assets and Inventory Control (no current system in place)
9. Bank Reconciliation
10. Budgeting

III. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

- A. Cover Letter: A one-page cover letter including vendors' contact information, email address, business address, and phone numbers.

- B. An overview that reflects the vendor’s understanding of the efforts described in this Request For Proposals and the project deliverables.
- C. A detailed explanation of how the Vendor proposes to meet the project objectives and requirements set forth above, including descriptions of the methodology that will be used and examples of the deliverables that will be produced.
- D. A work plan and project timeline, with identification of tasks to be performed and/or services to be provided by the Vendor, timeframes to complete performance of identified tasks, and anticipated key milestones.
- E. A description of completed similar projects that demonstrate the Vendor’s experience and area of expertise.
- F. A clear description of what is included in both maintenance and support for a one-year period.
- G. For hosted solution.
 - a. Clearly describe the data center specifications including verification that it resides in the contiguous lower 48 United States.
 - b. Clearly describe organizational cyber security certifications
 - c. Separate cost proposal for an on-premise solution.
 - d. Describe environmental requirements for optimal functioning of hardware and software.
- H. At least three (3) client references with appropriate contact information that the vendor has performed work for in the past three (3) years and that can attest to vendor ability to complete work as stated.
- I. CSNT, Inc. is a tax-exempt entity.
- J. Please include any discounts provided to CSNT, Inc. due to its 501(c)(3) status including any in-kind donations.
- K. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CSNT, Inc. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. Vendor shall have read and shall be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of CSNT, Inc. or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof.
- L. **Vendor Information Sheet:** Appendix A.
- M. **W-9:** Appendix B.
- N. **Additional Terms and Conditions:** Appendix C.

IV. VENDOR REQUIREMENTS

- A. All responsive proposals shall be reviewed and evaluated by CSNT, Inc. to determine which proposal best meets CSNT, Inc.'s needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.

V. PROPOSAL SUBMITTAL PROCESS

- A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CSNT, Inc.
- B. All proposals received by CSNT, Inc. will be considered a "Public Record" as defined in the Texas Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CSNT, Inc. in a separate envelope and must be clearly marked as a trade secret. CSNT, Inc. will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CSNT, Inc. shall in no way be liable or responsible for any such disclosure. Vendors are advised that CSNT, Inc. does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets unless necessary. The Vendor's qualification package, and any other supporting materials submitted to CSNT, Inc. in response to the request, will not be returned and will become the property of CSNT, Inc.

VI. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CSNT, Inc.'s requirements, as determined by CSNT, Inc., including consideration of price and other indicated factors.

Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include Appendix C, signed on behalf of the Vendor.

Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in Section B. below. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states: "The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference." The selection process is designed to ensure that the Vendor's services are engaged on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CSNT, Inc.

- A. All proposals received by the specified deadline will be reviewed by CSNT, Inc. for content, fees, related experience and professional qualifications of Vendor.
- B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are 100.

Evaluation of each proposal will be scored on the following factors:

Criteria	Available Points
1. Qualifications and Experience: Consultant history and philosophy	20
2. References: Do you have experience with clients that are similar to CSNT, Inc.? Please provide 3 references, including email addresses and phone numbers.	15
3. General Ledger	10
4. Budget Preparation	10
5. Financial Reporting	10
6. Accounts Payable	10
7. Allocation Management	10
8. Fixed Asset Accounting	10
9. Purchasing	10
10. Grant Management & Revenue Recognition	10
11. Functionality	10
12. Implementation, Training & Support	10
13. Fees and costs: Provide cost for all requested training. Describe what your proposed billing process will be.	15
Total	150

- C. CSNT, Inc. may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals.

However, CSNT, Inc. reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

CSNT, Inc. contemplates award of the Contract to the responsible Vendor with the highest total points awarded by CSNT Inc.'s proposal evaluation team.

- D. Upon final selection, the Contract will be processed by CSNT, Inc. for award of the Contract.

VII. CONDITIONS TO AWARD

- A. CSNT, Inc. reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.
- B. This solicitation does not commit CSNT, Inc. to pay any costs in the preparation or presentation of a submittal.

VIII. TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed.

VIII. PROHIBITED ACTIVITY

Vendors or their agents shall not make any personal contacts with any member of CSNT, Inc.'s Board of Directors or program personnel prior to selection and award of a Contract for this work.

APPENDIX A

VENDOR INFORMATION SHEET

Date: _____ Prepared By: _____

Official Business Name: _____

DBA: _____

Location Address: _____

Street City State Zip

Remit Address: _____

Street City State Zip

Contact Person: _____ Title: _____

Phone #: _____ Accts. Receivable Phone #: _____

Fax #: _____ Customer Service Phone #: _____

Vendor #: _____ E-mail Address: _____

Federal ID # or SS#: _____ Type of Business: _____

Contractor Lic #: _____ Business Lic #: _____ City Issued: _____

General Liability Insurance Carrier & Policy #: _____

Auto Liability Insurance Carrier & Policy #: _____

Workers Compensation Insurance Carrier & Policy #: _____

FEDERAL TAX CLASSIFICATION:

- Individual/Sole Proprietor
- C Corporation
- S Corporation
- Partnership
- Trust/Estate
- Limited Liability Co. C = C Corp S = S Corp P = Partnership
- Other: _____

BUSINESS ENTITY/CLASSIFICATION:

- Board Member
- Employee
- Faith Based
- Fed Gov't
- For Profit
- Housing Collaborative
- Local Gov't
- Non-Profit
- Parent
- Post Secondary Ed
- Provider
- School District

SBA CLASSIFICATION:

- Minority-Owned
- Small Business
- Veteran-Owned
- Woman-Owned

Years in Business: _____ Accept Purchase Orders: Yes No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: _____ Print Name: _____

Title: _____ Date: _____

REV. 012516

APPENDIX B

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

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 on page 3.

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

APPENDIX C

Community Action Partnership of Kern Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CSNT, Inc. If CSNT, Inc. consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CSNT, Inc.** CSNT, Inc. may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CSNT, Inc., shall become its property. If the Contract is terminated by CSNT, Inc. as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES.** CSNT, Inc. may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CSNT, Inc. and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CSNT, Inc.'s Executive Director.
5. **CLAIMS.** All claims for money due or to become due to the Vendor from CSNT, Inc. under the Contract may not be assigned to a bank, trust company, or other financial institution without CSNT, Inc.'s approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CSNT, Inc.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Texas, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Cass, Texas.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Services of Northeast Texas, Inc., consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CSNT, Inc. for any action, the Vendor must do so in writing with CSNT, Inc. within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with Texas law, no officer or employee of CSNT, Inc. shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CSNT, Inc. may enter into or bid on an Contract while said employee is still employed by CSNT, Inc. No relative of an employee of CSNT, Inc. may bid on an Contract until 12 months after the date said employee of CSNT, Inc. has left employment of CSNT, Inc., either voluntarily or involuntarily. It is contrary to CSNT, Inc. policy for any CSNT, Inc. employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CSNT, Inc. purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CSNT, Inc. as specified in the section titled "Protest by Vendor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications above, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which

may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Vendor is aware of the provisions of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Contract.

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

- a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- b. Provide coverage for owned, non-owned and hired autos.
- c. Contain an additional insured endorsement in favor of Community Services of Northeast Texas, Inc., its board, officers, agents, employees and volunteers.
- d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- e. Provide Contractual Liability coverage for the terms of the Contract.

19. Contain an additional insured endorsement in favor in favor of Community Services of Northeast Texas, Inc., its board, officers, agents, employees and volunteers.

20. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Services of Northeast Texas, Inc., its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Services of Northeast Texas, Inc., its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Services of Northeast Texas, Inc., its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Contract, or insurance rated below Best's A:VII, must be declared prior to execution of the Contract and approved by CSNT, Inc. in writing.

All policies shall contain an endorsement providing Community Services of Northeast Texas, Inc. with thirty days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

Vendor shall furnish CSNT, Inc. with a certificate of insurance and required endorsements evidencing the insurance required. CSNT, Inc. may withdraw its offer of an Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.

Signature **Date**

Print Name

Company Name

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