



## LONGVIEW INDEPENDENT SCHOOL DISTRICT

1301 East Young Street

P. O. Box 3268

Longview, Texas 75606

903-381-2200

### Request for Proposals (RFP)

#### CONTRACTED EDUCATIONAL SERVICES PROPOSAL

#### #2022-2023 CS - RFP

*In the best interest of the District, Longview Independent School District ("LISD" or "District") is soliciting additional, subsequent sealed competitive proposals (hereafter called "proposal") for **CONTRACTED EDUCATIONAL SERVICES**. Proposals will be received at the following address **on an ongoing basis** until **4:00 p.m. on Thursday, July 28, 2022**, for consideration. Submission should include an original signed copy with all necessary backup requested.*

Submission Location: Longview Independent School District  
Attn: Loretta J. Thompson Martin, Director of Grants, Federal  
Compliance & Procurement  
1301 East Young Street  
Longview, Texas 75602

Telephone, electronic or fax proposals are not considered legal documents; therefore, original signed documentation must be submitted for consideration.

**Scope of Work:** Under the guidelines of the Texas School Law, any item(s) or services purchased with regards to a total aggregate in any given category over \$50,000 will be competitively bid. LISD is seeking proposals for **CONTRACTED EDUCATIONAL SERVICES**. LISD is requesting all proposals be awarded as **NON-EXCLUSIVE** contracts, by which multiple vendors may be designated as suppliers for the services covered under the terms of the contract for the duration of said contract.

Under the guidance of the Education Department of General Administrative Regulations (EDGAR) and 44.031(a)(2), LISD is requesting a **one-year** term contract. This is a **NON-EXCLUSIVE AWARD**, whereby there are no guarantees until Federal Funding is approved.

Professional Service Providers will be used on an as needed basis throughout the District to provide services to students and staff. **This RFP will not be a guarantee of purchase for any goods or services, but to establish you as a Certified Vendor to do business with Longview ISD.** The RFP shall remain active and open during the course of the year to allow for those contracted services that were not included in this packet to be evaluated at a later date if the need so arises.

LISD is seeking to contract with the most highly qualified respondents. In accordance with Texas Education Code Section 2254.003 Selection of Provider; Fees – LISD shall evaluate respondents and award as follows:

- On the basis of demonstrated competence and Proposal to perform the services, and
- For a fair and reasonable price.
- Contracted fees under the contract may not exceed any maximum provided by law.

All contractors, subcontractors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful vendor before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, [www.txdps.state.tx.us](http://www.txdps.state.tx.us) by clicking open Crime Records and reading School District Guide to Senate Bill 9. Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.

#### **Contact Information:**

For further information or questions in regards to the proposal or bidding process, please contact Loretta J. Thompson Martin, Director of Grants, Federal Compliance & Procurement, [lothompsonmartin@lisd.org](mailto:lothompsonmartin@lisd.org), or 903-381-2327.



# LONGVIEW INDEPENDENT SCHOOL DISTRICT

1301 East Young Street  
P. O. Box 3268  
Longview, Texas 75606  
903-381-2200

NAME OF CONTRACTOR/CONSULTANT: \_\_\_\_\_

Following is the Request for Proposal (“RFP”) for Contracted Educational Services between the Longview Independent School District (“LISD” or “District”) and Contractor/Consultant (“Contractor” or “Consultant”) and all related forms and questionnaires that are required for LISD to enter into an agreement with Contractors under the new EDGAR guidelines.

**This Agreement and all related forms must be filled out completely and approved prior to services being performed.**

**NOTICE TO CONTRACTORS:** Please be advised, LISD has a specific process for validating contracts that must be followed to ensure payment. Please make sure the District representative with whom you are negotiating this contract has complied with all LISD procedures to ensure this contract is properly authorized. Failure to do so may significantly delay payment(s) or invalidate the contract, and no payment shall be made for these services.

Incomplete documents will be returned and will delay processing of the Agreement. **All Agreements must be approved and signed by both parties, and have an approved purchase order (PO) in place before services can be rendered and invoices can be submitted to the District for payment.**

If you have any questions, please contact Loretta J. Thompson Martin, Director of Grants, Federal Compliance & Procurement, at 903-381-2327, or via e-mail at [ljthompsonmartin@lisd.org](mailto:ljthompsonmartin@lisd.org).

**RFP PACKET CHECKLIST (please return this page with appropriate boxes checked with your RFP packet):**

Document Name	Page(s) No.	Party Responsible for Completing	Completion Status (required)
1. RFP for Contracted Educational Services-Acknowledgement Receipt	2-3	<b>All Providers</b> must complete	<input type="checkbox"/> Completed
2. State of Texas Bid Requirement Page	4	<b>All Providers</b> must complete	<input type="checkbox"/> Completed
3. SB9 Consultant/Contractor Certification Form (company/corporation w/employees)	5-6	<b>To be reviewed/completed only by Providers offering services through assigned staff members, including employees or agents (does not apply to single-person entities) and who will have an opportunity for direct contact with students.</b>	<input type="checkbox"/> Completed or <input type="checkbox"/> Not Applicable
4. SB9 Consultant/Contractor Certification Form (Independent Contractor)	7	<b>To be reviewed/completed only by Providers offering services as an <u>individual</u> (self-employed / single-person entities only) and will have an opportunity for direct contact with students.</b>	<input type="checkbox"/> Completed or <input type="checkbox"/> Not Applicable
5. Debarment Certification Form	8	<b>All Providers</b> must complete	<input type="checkbox"/> Completed
6. Form W-9	9	<b>All Providers</b> must complete	<input type="checkbox"/> Completed
7. Hold Harmless Agreement	10	<b>All Providers</b> must complete	<input type="checkbox"/> Completed
8. Conflict of Interest Questionnaire (Form CIQ)	11-12	All Providers must review and <b><u>completion is required only if a conflict of interest exists that requires disclosure.</u></b>	<input type="checkbox"/> Completed or <input type="checkbox"/> Not Applicable
9. House Bill 1295	13-14	<b>All Providers</b> must complete	<input type="checkbox"/> Completed
10. Compliance with Texas Law Regarding Israel Boycotts and Foreign Organizations	15	<b>All Providers with 10 or more full-time employees and with a value of \$100,000 or more that is wholly or partly from public funds must complete</b>	<input type="checkbox"/> Completed or <input type="checkbox"/> Not Applicable
11. Proposal and Questionnaire	16-17	<b>All Providers</b> must complete	<input type="checkbox"/> Completed
12. Specifications and Conditions	18-19	<b>All Providers</b> must complete	<input type="checkbox"/> Completed
13. EDGAR Certifications	20-24	<b>All Providers</b> being paid with federal funds must complete	<input type="checkbox"/> Completed

**REQUEST FOR PROPOSAL (RFP)**  
**CONTRACTED EDUCATIONAL SERVICES #2022-2023 CS-RFP**

**ACKNOWLEDGEMENT RECEIPT**

The undersigned agrees to fully comply in strict accordance with the specifications and provisions attached thereto for the amounts shown, for one (1) year beginning the date the RFP is awarded by the Board and contingent upon available funds and/or receipt of Notice of Grant Award (NOGA) from the Federal State Awarding Agency. The undersigned also agrees to furnish all goods/services in accordance with the District Specifications and Conditions included on this RFP documentation.

Date of Proposal Submission: \_\_\_\_\_

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

Signature of Representative Authorized to Sign Proposal

Signer's Name (Please Print)

Title: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Scope of Work – Contracted Educational Services:**

Provide services in the areas of core content, enrichment, college readiness, and/or early childhood. Contractor may have direct contact with students and campus personnel delivering curriculum, coaching, or influencing instruction in the core content areas.

Services may include consultation, advisement and facilitation, academic enhancement or support, college and career awareness, parental and family engagement, enrichment activities, or presentation of professional development for the retention of campus administrators, teachers, and other staff. This may include relevant teaching and learning, culturally relevant pedagogy, content and conceptual development. Strategies include services for:

- at-risk students
- English language learners
- Biliteracy and second language acquisition
- classroom coaching
- observation and debriefing
- coherent integration of resources
- materials and technology
- vertical and horizontal alignment of curriculum
- in-depth training to the level of rigor and complexity of all TEKS SE's
- classroom management
- implement an IEP
- positive behavior support
- parent and community involvement
- Professional Learning Communities (PLCs), and
- general staff development/training not otherwise defined.

### **Contractor Submittals**

Submit one (1) original signed copy of this proposal with all required attachments prior to the date specified to the following address:

Longview Independent School District  
Attn: Loretta J. Thompson Martin, Director of Grants, Federal  
Compliance & Procurement  
1301 East Young Street  
Longview, Texas 75602

The following should be submitted with your response in order to be considered (see Proposal and Questionnaire):

- Resume, outlining work history, training, experience and qualifications and any areas of specialization including, but not limited to, the following:
  - Elementary School Operations
  - Secondary School Operations
  - Curriculum Design
  - Instructional Expertise
  - Assessment & Use of Data
  - Student Support Services
  - Technical Academic Assistance
  - Data Systems Assistance
- Price / Cost per hour/day with any additional costs for services and/or supplies
- Contractor References
  - All vendors will submit a list of at least three (3) education-related projects that would be representative of your firm's work related to this project. References will include contact name and telephone number. **RFPs submitted without three references may be disqualified from consideration.**

### **Contractor Information:**

Proposals will be awarded at the next board meeting, after which time purchase orders will be distributed to the various Contractors. To ensure prompt processing of orders, **please indicate your mailing address to remit Purchase Orders:**

_____ Company Name		_____ Contact Person
_____ Mailing Address		
_____ City	_____ State	_____ Zip
_____ E-mail Address	_____ Phone	_____ FAX

**Please indicate address to remit Payment (if different from above address):**

_____ Company Name		_____ Contact Person
_____ Mailing Address		
_____ City	_____ State	_____ Zip
_____ E-mail Address	_____ Phone	_____ FAX

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## State of Texas Bid Requirement Page

### EQUAL EMPLOYMENT OPPORTUNITY

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Bidder certifies that the company complies with Executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

### VENDOR NON-COLLUSIVE BIDDING

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

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor.
- c) No attempt has been or will be made to induce my other person, partnership or corporation to submit or not to submit a bid or proposal.

The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

### CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

Vendors are required to report business relationships at the time they begin contract negotiations or are solicited for bids or proposals. A vendor must disclose any business relationship with a district officer/administrator that might cause a conflict of interest. Vendors have seven (7) business days to file the Ethics Commission's Conflict of Interest Questionnaire (form CIQ) or face the possibility of a Class C misdemeanor.

- ☐ Vendor has no known Conflict of Interests with the District.
- ☐ Vendor has a known Conflict of Interest and will be attaching a copy of the CIQ.

### FELONY CONVICTION NOTIFICATION

Texas Education Code Section 44.034, Notification of Criminal History of vendor, states:

- a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
- b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.
- c) This section does not apply to a publicly-held corporation.

Please check off one box and sign the form in the appropriate space(s):

- ☐ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- ☐ My firm is neither owned nor operated by anyone who has been convicted of a felony.
- ☐ My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:

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

Details of Conviction(s): \_\_\_\_\_

### INSURANCE REQUIREMENTS – REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY

The Vendor shall carry Statutory Workmen's Compensation Insurance, Comprehensive General Liability Insurance covering premises operation and Vendor's Liability in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 each accident property damage and Automobile Liability covering all owned, non-owned, and hired vehicles in the amount of \$100,000/\$300,000 bodily injury and \$100,000 each accident property damage. Certificates of Insurance shall be delivered to the Longview ISD Business Office before work is commenced.

Upon award of bid, the Vendor shall supply purchasing proof of insurance, in the manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and station how a person may verify coverage and report lack of coverage.

The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications.

\_\_\_\_\_  
Acknowledgement by Signature

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

\_\_\_\_\_  
Date

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

### **Introduction:**

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Contractors must comply with Texas Education Code, Section 22.0834, regarding the Criminal History Record Information Review of Certain Contract Employees. Before work on this contract begins, Contractors shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have direct contact with students. The contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by the Texas law, from District property or the location where students are present.

Please visit a Guide for School Contractors Section for additional information regarding Senate Bill 9.

### **Definitions:**

*Covered employees:* All employees of a contractor who have or will have work duties that have been or will be performed on District property on a repeated basis related to the service to be performed at the District and have or will have direct contact with students (verbal or physical interaction with one or more students that is necessary for the performance of the contracted services). The District will be the final arbiter of what constitutes direct contact with students.

On behalf of \_\_\_\_\_  
(Individual Consultant or Contractor's Name of Company), **I certify that the [check one]:**



A.) Individual Contractor or Contractor's employees are covered employees and have been processed through the FACT Clearinghouse as **HAVING CONTACT with students.**

**AND**

the following will be considered as proof of processing and will be used to assist in the FACT Clearinghouse inquiry:

- A copy of the FAST PASS receipt if available. – FAST PASS TCN # \_\_\_\_\_  
(Receipt only validates fingerprinting process was completed)
- Individual has been fingerprinted and FAST PASS was processed at a school district.  
Teaching Certificate # \_\_\_\_\_ School District \_\_\_\_\_
- Contractor has setup a FACT Clearinghouse Record for employees.  
ORI # \_\_\_\_\_ and Contractor ID # \_\_\_\_\_

**AND**

#### **\*MANDATORY DATA FOR INQUIRY:**

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_

Driver's License # \_\_\_\_\_ or State ID # \_\_\_\_\_ Social Security # \_\_\_\_\_

\*TxDPS SID # \_\_\_\_\_ (FACT Clearinghouse State assigned ID number)

**The following will be used *solely* for the purpose of obtaining criminal history record information:**

Race: ☐ American Indian/Alaska Native ☐ Asian ☐ White ☐ Black/Non-Hispanic ☐ Native Hawaiian/Pacific Islander

Ethnicity: ☐ Hispanic/Latino ☐ Not Hispanic/Latino      Sex: ☐ Male ☐ Female

**-OR-**



B.) Individual Consultant or Contractor's employees are not covered employees as defined above and **DO NOT HAVE CONTACT with students.**

If A is selected, I further certify that:

- (1) Consultant/Contractor has obtained all required criminal history record information through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees have a disqualifying conviction. Contractor has taken reasonable steps to ensure that it's employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from the contract duties and notify the District in writing within three business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination, and may be a violation of State Law as described in Texas Education Code Chapter 22.

By submission of this form, I am indicating that I am complying with Texas Education Code Section 22.0834, Criminal History Record Information Review of Certain Contract Employees.

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

Individual or Company Name (If Contractor / Company): \_\_\_\_\_

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

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

Contact Person (if applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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



**SB 9 Consultant/Contractor Certification Form  
(Independent Contractor)**

**Introduction:** Texas Education Code Chapter 22 and Senate Bill 9 require an independent contractor who provides services to a school district to submit to a criminal history review if the independent contractor will have continuing duties related to the contracted services and direct student contact. Each independent contractor must certify to the District that the contractor has complied.

A covered independent contractor with a disqualifying criminal history is prohibited from serving at a school district. The following offenses are disqualifying 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. The District reserves the right to designate other convictions or other criminal history information as disqualifying.

I certify that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify that I do not have a disqualifying criminal history. I agree to notify the District in writing within three (3) business days if I am arrested or adjudicated for a disqualifying reason during the contract term.

I am providing the District the information listed below so that the District may obtain my criminal history record information. I understand that the District may terminate my services at any time if the District determines, at its sole discretion, that my criminal history is not acceptable.

Noncompliance by Contractor with this certification may be grounds for contract termination, and may be a violation of State Law as described in Senate Bill 9 and/or TEC 22.

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_  
Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_ Class Type (A,B,C) \_\_\_\_\_  
Race: ☐ American Indian/Alaska Native ☐ Asian ☐ White  
☐ Black/Non-Hispanic ☐ Native Hawaiian/Other Pacific Islander  
Ethnicity: ☐ Hispanic/Latino ☐ **Not** Hispanic/Latino  
Sex: ☐ Male ☐ Female

I understand that the information I am providing about age, sex, and ethnicity will be used *solely* for obtaining criminal history record information.

By submission of this form, I am indicating that I am complying with Senate Bill 9 and Texas Education Code Section 22.0834 Criminal History Record Information Review of Certain Contract Employees.

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

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

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

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

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



## ***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transitions***

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR §180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR §200.212)

This certification is required by US Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR §3485.220)

*(Before completing certification, read the instructions below.)*

- ☐ The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ☐ When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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Name and Title of Authorized Representative

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Signature

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Date

### *Instructions for Suspension/Debarment Certification Statement:*

1. *By signing and dating the certification statement, the Contractor certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a Federal agency on the date signed.*
2. *The Contractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
3. *Federal and State penalties exist for Contractors and districts that knowingly enter into contracts with suspended/debarred persons.*

# 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 <b>one</b> 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) ▶ _____ <b>Note.</b> 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. <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)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																								
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 <i>How to get a TIN</i> on page 3.																																																								
<b>Note.</b> 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.																																																								
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. 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	
2. 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	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> 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 ▶

## 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](http://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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

## ***Hold Harmless Agreement***

The Contractor shall defend, indemnify, and hold harmless, Longview ISD and all its trustees, officers, agents, and employees, from and against all suits, actions, or claims of any character brought forth or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance under this contract as designated.

The Contractor shall also defend, indemnify and hold harmless, Longview ISD and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material – man or mechanic, for payment for work materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not Longview ISD for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Contractor:

\_\_\_\_\_  
Individual Contractor or Company Name

\_\_\_\_\_  
Name of Representative (Print)

\_\_\_\_\_  
Signature of Representative

# 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:

\*\*\*

(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.

# *House Bill 1295*

As of January 1, 2016, a new state policy was implemented that affects all proposals, which are awarded by our Board of Trustees. HB1295 states the following...

House Bill 1295 amended the Texas Government Code by adding Section 2252.908, the Disclosure of Interested Parties. Under this Section 2252.908, Longview ISD is prohibited from entering into a contract resulting from a proposal with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

## **Detailed Instructions for Compliance with HB1295**

### **Vendor's Responsibility for Compliance:**

- 1) Go to the Ethics Commission Website using the following link to register and complete FORM 1295 - Certificate of Interest Parties Electronic Filing Application:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) .  
Proposers must complete the filing application Form 1295 electronically with the Texas Ethics Commission using their online filing application. Click here to hyperlink to the form: [Texas Ethics Commission Form 1295](#)  
**As a "business entity," all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals or contracts even if there are no conflicting interested parties within the district.**
- 2) Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- 3) The Form 1295 must be signed by an authorized agent of the business entity, and then the form must be notarized.
- 4) Send a copy of the form via email or fax to the Longview ISD Business Office, attn: Cynthia Gates, [cgates@lisd.org](mailto:cgates@lisd.org) . The fax number for our Business Office is 903-381-4001.

### **Longview ISD Responsibility for Compliance:**

- 1) Once received, Longview ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 **no later than the 30th day after the date the contract is approved at our board meeting.**
- 2) After Longview ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days.
- 3) The completed Form 1295 with the certification of filing will be filed with your completed proposal or contract that was provided to the district for Board award.
- 4) We will then provide vendor numbers to staff for issuance of purchase order.

**ADDITIONAL NOTATION:** Failure to comply with HB 1295 will result in your vendor packet being suspended from processing and no business can be conducted with your company until compliance has been provided by your company to Longview ISD.

### **Additional Information to Help Clarify HB1295:**

- Should you have questions, concerns or require additional information, please contact the Texas Ethics Commission at 512-463-5800; their office hours are from 8:00 am to 5:00 pm Monday through Friday.
- For questions submitting Form 1295 to Longview ISD, please contact Cynthia Gates, [cgates@lisd.org](mailto:cgates@lisd.org).
- You may fax your signed and notarized copy to 903-381-4001.
  - \*\* Longview ISD is not required at this time to keep the original documentation; therefore, it can be scanned electronically and received by email or by fax to the Purchasing Department or submitted with proposal documentation.
  - \*\* HB1295 affects all Government Entities entering into contracts whereby their Board of Trustees awards the contracts. Therefore, should you enter into any other contracts with other school districts, universities, colleges, or government municipalities, be prepared to complete this form for their contracts as well.

### **Definitions Utilized for Completing Form 1295 include:**

**“Interested Party”** means a person:

- Who has a controlling interest in a business entity with whom Longview ISD contracts; or
- Who actively participates in facilitating the contract or negotiating the terms of the contract with Longview ISD, including a broker, intermediary, adviser, or attorney for the business entity.

**“Business Entity”** means an entity:

- Who is recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.
  - This includes Nonprofit and For-Profit Organizations as a Business Entity.

**“Intermediary”** for purposes of this rule, means a person:

- Who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - Receives compensation from the business entity for the person’s participation;
  - Communicates directly with Longview ISD on behalf of the business entity regarding the contract
  - AND is not an employee of the business entity.

**“Controlling Interest”** means a person:

- Whereby has ownership interest or participating interest in the business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- Is a member on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members;
- Who serves as an officer of a business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.



**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270**

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

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

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

**NOTARIZATION**

THE STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned notary public on this day personally appeared \_\_\_\_\_, on behalf of \_\_\_\_\_ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND  
FOR THE STATE OF \_\_\_\_\_

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The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.**

**REQUEST FOR PROPOSAL (RFP)**  
**CONTRACTED EDUCATIONAL SERVICES**  
**#2022-2023CS-RFP**

**PROPOSAL AND QUESTIONNAIRE**

Please answer the following questions. **If you represent an organization with multiple consultants/specialists, please complete a form for each proposed consultant/specialist.**

1. Check your highest level of education completed and include copy of diploma:  
☐ Bachelor's degree  
☐ Postgraduate work  
☐ Master's degree  
☐ Ph.D./Ed.D.  
☐ Other, specify \_\_\_\_\_
2. List relevant certifications (attach copies):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Have current valid licenses been included with your qualification package? ☐ Yes ☐ No
4. Are you either a current or former employee of Longview ISD? ☐ Yes ☐ No (Date left: \_\_\_\_\_)
5. Are you retired from the Texas Teacher Retirement System (TRS)? ☐ Yes /Date: \_\_\_\_\_ ☐ No
6. **Scope of Services:** The District and Contractor agree and covenant that for the purpose of this Agreement, the Contractor shall perform the services described below. If preferred, Contractor may provide a typed document detailing the services to be provided and shall title the document appropriately (e.g., Exhibit A – Scope of Services) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Longview ISD is incorporated and made part of this Agreement.  
  
**Description of Services:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. **Fees:** The following fee(s) shall be payable to Contractor for services rendered under this Agreement:  
  
Cost per Hour: \_\_\_\_\_ Cost per Day: \_\_\_\_\_ Other Costs: \_\_\_\_\_
8. **Additional Terms/Conditions:** The following conditions apply to Contractor's compensation for services (any conditions that do not apply must be crossed out and initialed by both parties):
  - The District is not responsible for mileage/travel reimbursement;
  - The Contractor is an independent contractor and not a District employee, and thus will not be paid for overtime work or holidays;
  - Contractor may not work extra hours to make up for a holiday.

Upon completion of Agreement, Contractor is required to turn in all completed and pending documents during a scheduled exit interview, including ID badge and other District property such as testing materials and folders, if applicable. Should federal funds be utilized for services, see Provision for Contract Under Federal Awards. If preferred, Contractor may provide a typed document detailing applicable fees and shall title the document appropriately (e.g., Exhibit B – Fee Schedule) and attach it to this Agreement as a document of reference (“Attachment”). Any such attachment evidenced and accepted by Longview ISD is incorporated and made part of this Agreement.

9. **Materials, Publications and Support Documents:** Include training manuals and/or flyers provided for scope of services provided to the District. If preferred, Contractor may provide a typed document detailing the applicable materials, publications, etc., and shall title the document appropriately (e.g., Exhibit C – Materials & Publications) and attach it to this Agreement as a document of reference (“Attachment”). Any such attachment evidenced and accepted by Longview ISD is incorporated and made part of this Agreement.

10. Please list any other information that sets you and/or your company or services apart from others that we will be evaluating (i.e., special training, certifications, credentials, methodologies, testing, etc.):

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11. Deviations:

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Having carefully examined the RFP package, the undersigned agrees to furnish all services in accordance with the Terms and Conditions outlined hereto at the prices quoted, unless noted in writing.

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Individual Contractor or Firm Name *(Please Print)*

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Authorized Signature

---

Date

**REQUEST FOR PROPOSAL (RFP)**  
***CONTRACTED EDUCATIONAL SERVICES***

**SPECIFICATIONS AND CONDITIONS**

1. Contracted Educational Services will be contracted on an as-needed basis.
2. Contracted Educational Service Providers (hereafter known as “contractors” or “proposers”) should have the minimum requirement as established in the job descriptions identified under the special terms and conditions. They must hold a degree in related field and have documented experience in teaching and/or administration. **Copies of appropriate certificates and/or licenses should be included or this could result in disqualification of the proposal.**
3. Contracted Educational Services will be administered through the LISD Department of Curriculum and Instruction. Upon approval of the Board of Trustees, if required, contracts for purchase will be put into effect by means of a purchase order issued by said department.
4. Funds for completed contracts concerning this RFP will be available within thirty (30) days of acceptance by the District.
5. **All services must reflect a purchase order number.** Do not mix purchase order numbers on a single invoice. Should discrepancies occur concerning pricing, the entire invoice shall be credited and a correct invoice mailed within fifteen (15) working days.
6. Contractor shall indemnify, defend, and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney’s fees and liability of any kind for any acts or omission of Proposer, its officers, agents or employees, in performance of contract.
7. Contractor shall retain any books, documents, papers, and records which are directly pertinent to the contract. The proposer shall make said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives, for a period of five (5) years following the termination of contract.
8. District may conduct on-site visits, as needed, with no prior notification to provider, to ensure that all specifications and conditions set forth in this proposal are adhered to.
9. No right or interest in this contract shall be assigned or delegation of any obligation made by the Proposer without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. Any deviations should be clearly specified under this proposal.
11. This contract can be modified only by written agreement signed by both of the parties or their fully authorized agents.
12. A Hold Harmless Agreement is included with these specifications and should be signed and returned with proposal. Failure to submit a signed Hold Harmless Agreement with the proposal may also result in the disqualification of the proposal.
13. A Conflict of Interest Disclosure should be signed and return with the proposal. Failure to submit a completed and signed Conflict of Interest Disclosure may result in the disqualification of the proposal.
14. In the event funds are not appropriated by LISD governing body in any fiscal period for payments due under this contract, then the Assistant Superintendent of Campus Accountability, or its designee, will immediately notify the successful proposer(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to LISD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.
15. Either party may terminate this contract for any reason at any time. In the event of any actual contract cancellation, LISD will not be held responsible for loss of business or any termination expenses incurred by Contractor.

16. LISD reserves the right to accept or reject any or all quotations and/or RFPs and to waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply an acceptance or rejection of any offer.
17. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. Both parties agree that venue for any litigation arising from this contract shall lie in Longview, Gregg County, Texas.
19. Relationship of Parties: LISD and Contractor acknowledge that Contractor is an independent contractor and not an employee of the District, and they do not have a continuing relationship. This Agreement is intended only to create a limited relationship for the specific purposes of providing the Services referenced in this Agreement. Neither party shall have any power or authority to bind or commit the other party in any respect contractually, or otherwise. In no event shall either party or any of its respective officers, agent, or employees, be considered the officers, agents, or employees of the other party. This Agreement does not create a joint vendor or business partnership under Texas law.
20. Payroll Taxes: The Contractor is solely responsible for paying both and Federal payroll taxes for payments received from the District. These payroll taxes include, but are not limited to, federal income tax, Social Security and Medicare taxes.
21. Insurance/Indemnity: The District and the Contractor agree and covenant the Contractor is employed as an independent contractor and the District shall be in no way responsible for carrying group insurance, workmen's compensation insurance, unemployment compensation insurance, or any other plans adopted for the employees of the District. Regardless of any insurance requirement, Contractor shall indemnify, hold harmless, and defend the District from any claims, liability, loss, and damages, including consequential damages and attorney's fees, arising from any acts or omissions of the Contractor or the Contractor's agents or subcontractors.
22. It is understood and agreed that the District reserves the right to increase or decrease quantities of product or services or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified and subsequent thereto. Quantities for product or services identified in proposal documents are only estimated and are subject to change upon final counts of enrollment, identified need, or available funds of the District.
23. PLEASE NOTE CAREFULLY – in submitting proposals, give complete information in spaces provided; otherwise, your proposal may not be considered. In evaluating qualified proposals, the following considerations will be taken into account for award recommendations: price, overall quality and value to the District, suitability for the intended use, and probability of continuous availability, Contractor's service and delivery capabilities. It is not the policy of Longview ISD to purchase on the basis of low bids/proposals alone, but what is most advantageous to the District.
24. In the event any article, including but not limited to materials or services, to be sold or delivered hereunder is covered by any patent copyright, trade-mark, or application, the seller shall indemnify and hold harmless the District from any and all loss, cost, expenses, and legal fees on the account of any claims, legal actions, or judgments on account of manufacture, sales, or use of such article in violation of infringement or the lack of rights under such patent, copyright, or application.

Having carefully examined the Specifications and Conditions, the undersigned agrees to furnish all services as stated, unless noted in writing.

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Individual Contractor or Firm Name *(Please Print)*

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Authorized Signature

Date

## EDGAR CERTIFICATIONS

### ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Longview Independent School District ("LISD") expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

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#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when LISD expends federal funds, LISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor \_\_\_\_\_

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

Pursuant to Federal Rule (B) above, when LISD expends federal funds, LISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. LISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if LISD believes, in its sole discretion that it is in the best interest of LISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by LISD as of the termination date if the contract is terminated for convenience of LISD. Any award under this procurement process is not exclusive and LISD reserves the right to purchase goods and services from other vendors when it is in LISD's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor \_\_\_\_\_

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when LISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor \_\_\_\_\_

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision**

to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when LISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when LISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by LISD resulting from this procurement process.

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by LISD, Vendor certifies that during the term of an award for all contracts by LISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by LISD, Vendor certifies that during the term of an award for all contracts by LISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor



**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by LISD, Vendor certifies that during the term of an award for all contracts by LISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? **YES** Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by LISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by LISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? **YES** Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing

this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of vendor

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#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by LISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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When LISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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It is the policy of LISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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LISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

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Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

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

