CASTLEBERRY INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
5228 Ohio Garden Road
Fort Worth, TX 76114

Notice to Bidders

Request for Proposal
Academic/Educational Consultants
RFP# 18-006

Castleberry Independent School District (CISD) will continually receive proposals until **2:00 PM, Thursday, September 13, 2018.**

Proposals must be sealed and clearly marked on the outside with the company's name and addressed to

Castleberry Independent School District
Attention Sophia Quiroz
5228 Ohio Garden Road
Fort Worth, TX 75081
Academic/Educational Consultants RFP# 18-006

You are representing to Castleberry ISD that you are authorized to submit this bid by signing below **Include this page as a cover to your bid response.**

Consultant

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name (print): _____

Signature: _____

Title: _____

Date: _____

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REP RESPONSE CHECKLIST

To be considered for award of this solicitation, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G, I, K, L, M, N and *O2* the Cover Page, and Sections VIII, plus any/all attachments, must be completed with all requested information, SIGNED and RETURNED sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time You do not have to return Section II - Section IV to be considered responsive to this solicitation

Please verify that the documents listed below have been completed, signed, and included in your RFP prior to submittal TO BE CONSIDERED FOR AWARD, ALL MANDATORY FORMS REQUIRED *MUST* BE COMPLETED, SIGNED AND RETURNED WITH THIS SOLICITATION.

Mandatory Forms required to be considered for the Award of this solicitation:

- □ Completed - Cover Page (page 1)
- □ Completed - RFP Response Form - Form A
- □ Completed - Deviation/Compliance - Form B
- □ Completed - Non-Collusion Statement - Form C
- □ Completed - Criminal Background Check and Felony Conviction Notification - Form D
- □ Completed - Nonresident Bidder's Certification - Form E
- □ Completed - Debarment or Suspension Certification - Form F
- □ Completed - References - Form G
- □ Completed - HUB Compliance and Forms - Form H
- □ Completed - Senate Bill 9 Contractor Certification - Form I
- □ Completed - EPCNT - Form
- □ Completed -W-9, Tax Payer Identification Number & Certification - Form K (www irs.govl
- □ Completed - Certification Regarding Lobbying - Form L
- □ Completed - Clean Air and Water Act - Form M
- □ Completed - Certification of Compliance with Texas Family Code Provision - Form N
- □ Completed - Contract Provisions for Non-Federal Entity Contracts - Form O
- □ Completed - Section VIII - RFP Pricing (if applicable)

RFP RESPONSE FORM

The undersigned, m submitting this RFP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFP, and that he/she has read this entire RFP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements m ***all*** sections of this RFP

SUBMITTED BY

Firm: _____
(OFFICIAL Firm Name)

MUST BE SIGNED IN INK TO BE CONSIDERED RESPONSIVE

By: _

(Original Signature)

Name _____
(Typed or Printed Name)

Title _____ _____
(Type or Printed Title) (Date)

Address _____

City/ST/Zip. _____

Phone _____ Fax# _

Email,_____

NOTE: Submit current W-9 Form

Taxpayer Identification#_____

^ Prompt Payment Discount-_____%__ ___ Days

I hereby acknowledge receipt of the following addenda ***(if applicable)*** which have been issued and incorporated into the RFP Document *(Please initial in ink beside each addenda received)*

Addendum No 1 Addendum No 3

Addendum No 2 Addendum No 4

FORMS

DEVITATION/COMPLIANCE SIGNATURE FORM

Company Name _____

Address _____

City/State/Zip _____

Phone Number: _____ Fax#: _____

Email _____

If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached The District will consider any deviations m its RFP award decisions, and the District reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained m this RFP document

□ No Deviation

□ Yes Deviations

Signature of Proposer ***Date Signed***

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

NON-COLLUSION STATEMENT

"The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, finn, partnership or individual has not prepared this RFP in collusion with any other Proposer, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP."

Firm Name _____

Address _____

City/State/Zip _____

Telephone# _____ Fax# _____

Bidder Signature _____

Printed Name _____

Position/Title' _____ Date Signed

Signature of Company Official Authorizing RFP: _____

Name of Company Official *(Please type/print)* _____

Official Position _____ Date Signed _____

Firm hereby assigns to purchaser any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15 01

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services, and the duties are or will be performed on school property or at another location where students are regularly present The Proposer certifies to the CISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from CISD's property or other location where students are regularly present CISD shall be the final decider of what constitutes a "location where students are regularly present " Proposer's violation of this section shall constitute a substantial failure

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance

(b) *FELONY CONVICTION NOTIFICATION*

State of Texas Legislative Senate Bill No 1, Section 44 034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony" The notice must include a general description of the conduct resulting m the conviction of a felony

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting m the conviction" The district must compensate the person or business entity for services performed before the termination of the contract

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section

Firm's Name _____
Authorized Company Official's Name

(please print clearly or type)

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

Signature of Company Official _____ Date _____

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

Signature of Company Official _____ Date _____

FORM D - CONTINUES ON NEXT PAGE

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

Details of Conviction(s)

Signature of Company Official _____Date- _____
NOTE: Name and signature of company official should be the same as on the affidavit (Form C)

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Castleberry ISD pursuant to this RFP on any and all Castleberry ISD campuses or facilities Vendor will not assign individuals to provide services at a Castleberry ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Castleberry ISD Purchasing Department

RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors The pertinent portions of the Act are as follows

Section 2252 001(3)
"Nonresident bidder" means a bidder who is not a resident (of the State of Texas)

Section 2252 001(4)
"Resident bidder" means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business m this state

Section 2252 002
A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract m the state m which the nonresidents principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined m Texas Government Code Section 2252 001(4)

Signature

Printed Name

I certify that _____ is a

Nonresident Bidder of Texas as defined m Texas Government Code Section 2252 001(3) and our principal place of business is

City and State _____

Signature- __ _____

Printed Name

If the Bidder is a Nonresident Bidder of Texas, please answer the following
Does the vendor's ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes No

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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), m 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

By submitting tins offer and signing this certificate, this Proposer

(1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation m this transaction by any Federal department or agency.

Firm's Name _____

Address: ----------

City/State/Zip _____

Telephone: _____
Authorized Company Official's Name

(Typed or printed)

Title of Authorized Representative

(Typed or printed)

Signature of Authorized Company Official

Date Signed:

REFERENCES

1 Company Name _____

Address _____

Business Phone _____ Fax _____

Contact Person _____ Email _____

Description of project or work completed _____

2 Company Name _____

Address _____

Business Phone _____ Fax _____

Contact Person _____ Email _____

Description of project or work completed _____

3 Company Name _____

Address _____

Business Phone _____ Fax _____

Contact Person _____ Email _____

Description of project or work completed _____

Model SB 9 Contractor Certification Form

Criminal History Record Information Review of Certain Contract 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. Covered employees with disqualifying convictions are prohibited from serving at a school district

Definitions:

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

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

On behalf of_____ ("Name ofContractor"), I

First Name _____ Last Name _____

Address _____City:_____ State ___ Zip _____

Telephone _____ Fax _____

E-mail _____

Certify that [check one]

[ ] None of Contractor's employees are *covered employees,* as defined above

Or

[ ] Some or all of the Contractor's employee are *covered employees* If this box is selected, I further certify that Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees None of the covered employees has a disqualifying conviction Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students

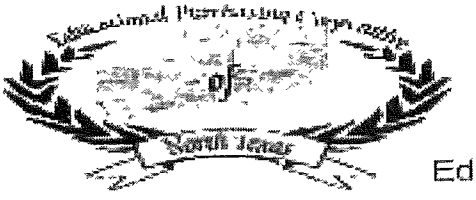
If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District

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

Signature Date

Rev 5/22/18



EPCNT

Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Fort Worth Independent School District have indicated an interest in being included in this contract Should these governmental entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you (the vendor) check yes, the following will apply·

Governmental entities utilizing Internal Governmental contracts with the Fort Worth Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation All purchases by governmental entity other than Fort Worth Independent School District will be billed directly to that governmental entity and paid by that government entity. Fort Worth Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order it own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address· **http://www.epcnt.com/INDEX.htm**

Company Name _____
(Typed or printed)

Title of Authorized Representative·
(Typed or printed)

Signature of Authorized Company Official.

Date Signed:

Certification of Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 m Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U S Code This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into Any person who fails the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

The undersigned certifies, to the best of his or her knowledge and belief, that.

(1) No Federal appropriated funds have been paid or will be paid by or 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 m 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 m connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Reporting Lobbying," m 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 sub-recipients shall certify and disclose accordingly

Name / Address of Organization _____

Name / Title of Submitting Official^_____

Signature._____ Date

Clean Air and Water Act Compliance

I, the vendor, am in compliance with the Clean Air Act (42 U S C 7401-7671q) and the Federal Water Pollution Control Act (33 U S C 1251-1387), as amended and understand that contracts and sub-grants 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 7401-767 Iq) and the Federal Water Pollution Control Act as amended (33 U S C 1251-1387) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Name of Company

Address of Company·

Title of Submitting Official

Signature

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 231 006, Texas Family Code, as amended by Section 82 of H B 433, 74th Legislature, R S, (Acts 1995, 74th Leg, R S , ch 751), all bidders must complete and submit with the bid the following affidavit

I, the undersigned vendor, do hereby acknowledge that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which such a person is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services

I further acknowledge that a child support obligor or business entity ineligible to receive payments described above shall continue to be ineligible until (1) all arrearages have been paid, (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption

In accordance with 231.006, the names and social security numbers of the individual identified m the contract, bid or application or the sole proprietor and each partner, shareholder, or owner with a minimum 25% ownership interest in the business entity identified therein are provided below

Name: Social Security Number

Name Social Security Number

Name Social Security Number

Pursuant to Section 231 006, the vendor hereby certifies that the individual or business entity named m this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate

Initials of Authorized Representative of Vendor

PROPOSER/VENDOR CERTIFICATION FORMS

Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - Appendix II to 2 CFR Part 200

The following provisions are required and apply when federal funds are expended by Castleberry ISD for any contract resulting from this procurement process.

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

Pursuant to Federal Rule (A) above, when federal funds are expended, Castleberry ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement m the event of breach of contract by either party

Does vendor agree? YES _____(If yes, insert initials of Authorized Representative of vendor)

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

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

Does vendor agree to abide by the above?

YES _____ (Ifyes, insert initials of Authorized Representative of vendor)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 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 federal fronds are expended by Foil Worth ISD on any federally assisted

construction conti act, the equal opportunity clause is incorporated by reference herein

Does vendor agree to abide by the above?

YES _____ (Ifyes, insert initials ofAuthorized 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 Budding or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Castleberry ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be m compliance with all applicable Davis-Bacon Act provisions

Does vendor agree'? YES_____ (ffyes, insert initials of Authorized Representative of vendor)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 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 federal funds are expended by Castleberry ISD, the vendor certifies that during the term of an award for all contracts by Castleberry ISD resulting from this procurement process, the vendor will be m compliance with all applicable provisions of the Conti act Work Hours and Safety Standards Act

Does vendor agree? YES _____ (Ifyes, insert initials of Authorized Representative of vendor)

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient 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 sub recipient 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 Castleberry ISD, the vendor certifies that during the term of an award for all contracts by Castleberry ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced m Federal Rule (F) above

Does vendor agree"? YES _____ (Ifyes, insert initials ofAuthorized Representative ofvendor)

(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 sub grants 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 Castleberry ISD, the vendor certifies that during the term of an award for all contracts by Fort Worth ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

Does vendor agree? YES _____(If yes, insert the 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 Castleberry ISD, the vendor certifies that during the tern of an award for all contracts by Castleberry ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency

Does vendor agree[9] YES _____ (Ifyes, insert the 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 Castleberry ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Castleberry ISD 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 appointed 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 sub-recipients shall certify and disclose accordingly

Does vendor agree[9] YES(If yes, insert the initials of Authorized Representative of vendor)

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS - 2 CFR§ 200.333

When federal funds are expended by Castleberry ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed m 2 CFR § 200 333 The vendor further certifies that vendor will retain all records as required by 2 CFR § 200 333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed

Does vendor agree'? YES _____ (If yes, insert the initials of Authorized Representative of vendor)

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Castleberry ISD for any contact resulting from this procurement process, the vendor certifies that the vendor will be mincomphance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued m compliance with the Energy Policy and Conservation Act (42 U S C 6321, et seq 49 C F R Part 18)

Does vendor agree[7] YES _____ (Ifyes, insert theinitials ofAuthorized Representative ofvendoi)

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act Purchases made m accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition

Does vendor agree' YES _____ (If yes,insertthe initials ofAuthorized Representative of vendor)

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its responses to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity

Does vendor agree*? YES _____ (If yes insertthe initials of Authorized Representative of vendor)

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above under Proposer/Vendor Certification Forms.

Vendor's Name/Company 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

SECTION II - INSTRUCTIONS TO PROPOSERS

1. To be considered for award of **this** solicitation, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G, I, L, M, N and **0{Form I is mandatory if stated in section VII of this solicitation!,** the Cover Page, and Sections VIII, plus any/all attachments, must be completed with all requested information, **SIGNED** and **RETURNED** sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time **You do not have to return Section II - Section IV** to be considered responsive to this solicitation Each RFP shall be placed in a separate envelope and properly identified with the RFP Number, RFP Title, Name of Company submitting RFP, and the established time and date to be opened

2 The Proposer is strongly encouraged to read the entire RFP document prior to submitting response Failure to provide the information requested in its entirety may be grounds for disqualification of RFP

3. If any exceptions are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications, or conditions.

4 The RFP response **must be signed** by an individual authorized to contractually bind the company submitting the RFP A failure to sign the RFP will cause it to be rejected as non-responsive RFPs must give full firm name and address of Proposer. Person signing RFP should show title or authority to bind his/her firm in a contract

5 RFPs must be received in the Purchasing Department office **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding **LATE REPS WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted RFPs will be considered The clock located in the CISD Purchasing Department is considered the official time for receiving and opening RFPs.

6 Sealed RFPs shall be mailed or otherwise delivered to the following address

Castleberry Independent School
District Purchasing Department 5228
Ohio Garden Road Fort Worth, TX
76114

7 **All** questions regarding this invitation **must be submitted in writing** (email preferred) to the buyer identified on the first page of this document Requests for information/interpretation must be received on or before seven (7) calendar days prior to the opening date Only questions answered by formal written addenda will be binding.

8. RFPs must remain open for acceptance for a period of **ninety (90) days** subsequent to the opening of RFPs,

unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required

10 The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the Castleberry ISD

11. All Proposers must execute the forms enclosed (or otherwise requested herein) for the RFP to be considered responsive The name of the company representative on these forms should be the same. All supplemental information required by the RFP Form must be included with the RFP Failure to provide complete and accurate information may disqualify the Proposer

12. On May 25, 2007, the Texas Senate passed House Bill No. 1491, providing clarification to Chapter 176 of the Texas Local Government Code, which imposes new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on January 1, 2006 Failure to abide by these new statutory requirements can result in possible criminal penalties.
Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE is included in this bid packet and must be filled out and returned
Note: The Castleberry Independent School District will not provide any further interpretation or information regarding these new requirements under House Bill No. 1491.

13. It is the policy of the Castleberry Independent School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, or age in its programs and activities, its educational programs, nor in its employment practices.

14. If you learn of any questionable business practices involving CISD, call the Fraud Hot-Line (817-252-2023) For questions concerning the District's ethics policies and procedures, call the Ethics Help-Line (817- 252-2023) All calls shall remain confidential

15. In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this RFP is released until the award.

16 This RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Castleberry Independent School District, is at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.

17. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation Vernon's Texas Codes Annotated, Local Government Code, Ch. 171

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

A. Any offense against a child
B. Any sex offense
C. Any crimes against persons involving weapons or violence
D. Any felony offense involving controlled substances
E. Any felony offense against property
F Any other offense the District believes might compromise the safety of students, staff, or property

19 All contractors, subcontractors and their employees must submit to the Castleberry ISD 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 bidder 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 by clicking open Crime Records and reading School District Guide to Senate Bill 9 The cost for each criminal records check is approximately $100 00

20. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.

21. Vendors who perform work inside the CISD facilities are hereby notified that our buildings may contain asbestos containing materials This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both CISD's responsibilities and the Employer's responsibility to their employees As a Vendor, it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office Check with the school secretary and she will allow you to look at it It is the vendor's responsibility to notify all employees working for them that CISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact the Environmental Department at 817-252-2029 for further assistance.

22. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this RFP, subject to verification of the same or lower prices and conditions on RFP

23. **The District reserves the right to extend this solicitation 120 days past end of the period of performance should it be determined that doing so would be in the best interest of the District.**

REMINDER

If you have not already registered for bid notification please do so at
littps://www.publicpurchase.com/gems/register/vendor/register

This notification is provided as a courtesy and does not relieve the Proposer of his/her responsibility to visit **https://www.publicpurcliase.com to view and obtain REP/RFCSP documents.** It is also the responsibility of the Proposer **to keep Public Purchase advised of current email address. PUBLIC PURCHASE IS NOT RESPONSIBLE FORUNDELIVERABLE EMAIL NOTIFICATIONS.**

SECTION III - REP REQUIREMENTS AND CONDITIONS

In submitting a RPP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the vendor and the Castleberry Independent School District By submitting a RPP, each Proposer agrees to waive any claim it has or may have against the Castleberry Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any RFP, waiver of any requirements under the RFP Documents, acceptance or rejection of any RFPs, and award of Contracts, if any **The District may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Subsequent proposals will have the same proposal number followed by an alpha character i.e. (Proposal xx-xxx-A). Vendors that have responded successfully to the original or a subsequent proposal do not have to respond other subsequent proposal.**

1. WITHDRAWING RFP

RFPs deposited with the Castleberry Independent School District (hereinafter called "CISD" or "District") can be withdrawn, upon written request, prior to the time set for opening RFPs. A RFP may not be withdrawn after the RFPs have been opened, and the Proposer, by submitting a RFP, warrants and guarantees that the RFP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

RFPs cannot be altered or amended after opening time Any alterations made before opening time **must** be initialed by Proposer or his/her authorized agent

2. CONSIDERATION OF RFP

RFPs must be signed, sealed and delivered to the Castleberry Independent School District Purchasing Department office PRIOR TO the RFP due date and time. Unsigned, unsealed or late RFPs will not be considered. After RFPs are opened and publicly read aloud, the RFPs will be tabulated for comparison on the basis of the RFP prices and quantities shown in the RFP The Castleberry Independent School District Board of Trustees reserves the right to reject any or all RFPs, to waive technicalities, and to re-advertise for new RFPs, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of RFPs and will be tabulated as "net "

RFPs received after the date and time specified **will not** be considered The Purchasing Department will notify those films submitting late RFPs and will hold documents for pick-up for five (5) business days following late RFP notification **AH late RFPs which are not picked up by the Proposer within five business days will be discarded.**

3. AWARD CRITERIA (See Section V - RFP Evaluation Criteria)

The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District If the Proposer chooses to bid/propose "all or none" or is not agreeable to multiple or split awards, it must be noted on the Deviation/Camphene Form and included with the RFP

Regardless of the award of RFP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest

4. IRREGULAR RFP

RFPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFPs, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District

5. REJECTION OF RFP

The District reserves the right to reject any or all RFPs, and all RFPs submitted are subject to this reservation RFPs may be rejected, among other reasons, for any of the following specific reasons

A RFP received after the time limit for receiving bids as stated in the advertisement
B RFP containing any irregularities.
C Unbalanced value of any items.
D Improper or insufficient RFP guaranty, if required
E. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District

6. DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and their RFPs not considered, among other reasons, for any of the following specific reasons:

A Reason for believing collusion exists among the Proposers
B Reasonable grounds for believing that any Proposer is interested in more than one RFP for the work contemplated
C. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District
D The Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order
E Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires F Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded
G. Where the Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract

7. CONFIDENTIAL OR PROPRIETARY MARKINGS

Any portion of the RFP that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly This making must be explicit as to the designated information This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act

8. NEW MATERIALS

Unless otherwise stated in the specifications, all supplies and components to be provided under this RFP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of

current production, and of the most suitable grade for tire purpose intended If at any time during the performance of this RFP the Vendor believes that the furnishing of supplies or components which aie not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

9. BRAND NAME OR SUITABLE SUBSTITUTE

This clause is applicable only when a "brand name or suitable substitute" description is included m a solicitation As used in this clause, the term "brand name" includes identification or products by make and model

A If items for which RFPs have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory RFPs offering "suitable substitute" products will be considered for award if such products are clearly identified m the RFPs and are determined by the District to be equal in all material respects to the brand name products referenced

B Should any product be delivered or service performed which is not as the successful Pioposer has purported it to be in its submitting of this RFP, said Proposer will be required to correct any deficiencies without additional cost to the District

10. SAMPLES

Samples and/or product specification documents may be required for items, as specified m Section VII - Special Terms & Conditions/Proposal Specifications. Product specification documents (as required m Section VII - Special Terms & Conditions/Proposals Specifications) shall be submitted with the RFP, properly referenced and clearly marked so as to indicate related RFP item Samples, when requested on Section VI, must be furnished at no cost to the District and will not be returned Each sample should be clearly marked with bidder's/proposer's name, RFP number, and item number on the RFP **DO NOT ENCLOSE IN OR ATTACH RFP TO SAMPLE.** CISD assumes no responsibility for the handling of samples m any manner Improperly identified samples will not be considered

When samples and/or product specifications are not required to be submitted with the RFP (not stated on Section VII - Special Terms & Conditions/Proposals Specifications) CISD reserves the right to request samples and/or product specification documents for any merchandise submitted for RFP before final selections are made Samples and/or product specifications requested after RFP opening must be received within five (5) calendar days after request

11. INTER-LOCAL AGREEMENT CLAUSE

CISD is a member of various purchasing cooperatives If these governmental entities decide to participate m this award it is assumed that you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply

Governmental entities utilizing Internal Governmental contracts with CISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation All purchases by governmental entity other than CISD will be billed directly to that governmental entity and paid by that governmental entity CISD will not be responsible for another governmental entity's debts Each governmental entity will order its own material/service as needed (See Form J)

SECTION IV - GENERAL TERMS AND CONDITIONS

1. TERMS OF PAYMENT

Terms of payment to the successful Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item **No PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING A CISD PURCHASE ORDER NUMBER.**

Invoices will be paid upon completion of delivery and acceptance Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded

Email your invoices accountspayables@castleberl1 visd net Please include the following items on your invoice document

- Company Name and Name of Contact
- Remit Address
- Invoice Number
- Invoice Date
- Purchase Order Number

Ship to Information

Details of items shipped and/or services rendered

Total amount due

It is preferred that you email your invoices, however, if you do not have this capability, you may mail your invoice to the following address

Castleberry Independent School
District ATTN: Accounts Payable 5228
Ohio Garden Road Fort Worth, TX
76114

2. TAX EXEMPT STATUS

The Castleberry Independent School District is exempt from Federal Excise Tax **DO NOT INCLUDE TAX IN REP PRICES.** Excise Tax Exemption Certificate will be furnished upon request CISD Federal ID Number is 75-6004526

3. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this RFP. Proprietary/Trade Secret information pertaining to this RFP may not be withheld from the District or its Authorized Representative.

4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this RFP. Neither acceptance of such Work by the District, nor payment therefore, shall relieve the Vendor of this responsibility If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules

5. ASSIGNMENT

The successful Proposer may not assign its rights and duties under an award without the written consent of the Castleberry Independent School District Such consent shall not relieve the assignor of liability in the event of default by its assignee

6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE

Whenever CISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience Such termination shall be effective thirty (30) days after CISD delivers written notice of such termination for convenience to the Vendor Upon receipt of such notice from the District, Vendor shall not thereafter incur, and CISD shall have no liability for, any costs under this RFP that are not necessary for actual performance of the RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience In the event of a termination for convenience hereunder, CISD shall have no liability to Vendor for lost or anticipated profit resulting there from

The CISD can terminate any resulting award for this RFP with thirty (30) calendar days notice. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the CISD to terminate this RFP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this RFP **Multi-term agreements are subject to review and ratification at the end of each school year during the term.**

7. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so Should any termination of this RFP under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section IV - General Terms and Conditions

8. GRATUITIES

The District may, by written notice to the Vendor, cancel this RFP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the Castleberry Independent School District with a view toward securing a RFP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement

9. JURISDICTION

The Purchase Order(s) resulting from this RFP shall be enforceable in Tarrant County, Texas, and if legal action

is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall be m Tarrant County, Texas

10. NOTICE OF DELAYS

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information Such notice shall not m any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

11. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events") For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, not or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

12. DELIVERIES OF GOODS

A A specific delivery date may be required to be a part of each RFP The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location

B. All items covered by this RFP shall be delivered FOB Destination Castleberry ISD, from point of assembly to the District location(s) specified on each purchase order **RFP PRICING SHALL INCLUDE ALL FREIGHT/DELTVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Castleberry Independent School District, inspected and accepted as in frill compliance with the Specifications Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries, the burden and cost of insurance against such risks shall be assumed by the successful Proposer

C Deliveries will be made only upon authorization of the Castleberry Independent School District, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District It is important that each supplier understand the following information

- All purchases made by the District will be made via CISD purchase order
- Do not provide goods/services absent a bona fide, signed purchase order

- Do not provide goods/services exceeding the quantities contained on the purchase order.
- The District will only pay invoices which match the purchase order description, quantity, and price

D Deliveries shall be to the location identified m each Purchase Order Each proof of delivery shall list the CISD purchase order number, exact quantity delivered, back orders (if any) and number of pallets

E. Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified, and the District may reject and/or refuse any delivery that falls below the quality specified m the Specifications The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded

F Failure by the Vendor to make reasonable delivery as and when requested shall entitle the Distinct to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price

G All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the Distinct, free and clear of any liens

H Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material

13. PERFORMANCE OF SERVICES

A Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District

B. Performance shall be at the location identified in each order.

C The scope of this RFP and requirements of the District as shown in the specifications shall not be considered as binding on the Distinct, and the work actually may be less than or greater than projected

D Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required m the specifications

E Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherevei available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.

F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property
of the District, free and clear of any materialman's, supplier's, or other type hens

G All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall m every respect meet or exceed the industry standards for this type RFP

H If deemed necessary, inspections will be made by authorized district personnel on a routine basis Any deficiencies m the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award

I. Failure of Vendor to fully comply with the terms and provisions of this RFP shall constitute grounds for

declaring the Vendor in default

J Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material

14. WARRANTY INFORMATION

A Warranty - Product Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request

B. Warranty - Price The price to be paid by the District shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.

C. Warranty - Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U S Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense

15. INDEMNIFICATION AND HOLD HARMLESS

The vendor shall defend, indemnify, and hold harmless the Fort Worth Independent School District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, commented with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFP.

16. PRICE INCREASES

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Dallas/Fort Worth area at the time of renewal Price negotiations may be negotiated to prices below the current pricing Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

17. INTER-LOCAL AGREEMENTS

Castleberry Independent School District reserves the right to purchase the goods and/or services in this RFP through an inter-local agreement, if it is deemed that the inter-local agreement is more advantageous to the District

18. INSURANCE REQUIREMENTS (See Section VII - Special Terms & Conditions/Bid Specifications)

IF REQUIRED (and stated on Section VII), these requirements apply to all non-Capital Improvement Program construction projects and to the other bids/proposals as required in Section VII - Special Terms & Conditions/Bid Specifications. The successful Proposer will submit the following Certificates of Insurance naming the Castleberry Independent School District as Certificate Holder, the Castleberry Independent School District will be named additional insured on General Liability Certificates. Certificates may be faxed to Castleberry Independent School District, Purchasing Department at 817-252-2028 or emailed to quiroz@castleberryisd net The selected Proposer will

be required to supply the insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance **The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a RFP.** Questions concerning insurance requirements should be directed to the Purchasing Office - 817-252-2028 or quirozs@castleberrvisd net

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
1. Worker's Compensation	Statutory - The Vendor shall provide and maintain Worker's Compensation and Employer's Liability Insurance with a limit of not less than Each Accident $100,000 Disease-Policy Limit $500,000 Disease-Each Employee $100,000 The Vendor shall require subcontractors to provide insurance for the latter's employees, unless such employees are covered by a Worker's Compensation policy furnished by the General Contractor
2. General Liability	The Vendor shall provide and maintain Comprehensive General Liability Insurance protection including "Products and Completed Operations" coverage with a limit not less than General Aggregate $1,000,000 Each Occurrence $1,000,000 Products-Comp Ops $1,000,000
3. Auto Liability Insurance	The Vendor shall provide and maintain during the life of this RFP, automobile public liability insurance in amounts of not less than $300,000 each single occurrence for bodily injury or death (maximum of $100,000 per person), and $100,000 for each single occurrence of property damage or destruction Said insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by Vendor.

19. BID SECURITY REQUIREMENT (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED ***(and Stated on Section VII),*** RFPs shall be accompanied by either an **original** cashier's check, certified check, or money order upon a state bank in the amount not less than five per cent **(5%)** of the total maximum RFP price payable without recourse to the Castleberry ISD, or an **original** bid bond in the same amount from a reliable surety company licensed to do business in the State of Texas Bid Security selves as a guarantee that the Proposer will enter into a contract and execute a payment and performance bond on any or all projects **$25,000** or above within fifteen (15) days after notice of award

20. PAYMENT BOND (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED ***(and stated on Section VII),*** for projects in excess of **$25,000.** an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas The payment bond shall be in an amount equal to one hundred percent **(100%)** of the total sum for all projects in excess of **$25,000 Original** bonds shall be delivered to the District no later than fifteen **(15)** days after receiving the notice of award

21. PERFORMANCE BOND (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED ***(and stated on Section VII),*** for projects **in** excess of **8100,000, BOTH** an **original** performance bond and an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas The performance and payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of $100,000 Failure to deliver the performance bond and payment as specified shall be considered as having abandoned the contract and the bid bond will be retained by the District as liquidated damages **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award

22. 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 sub recipient wishes to enter into a contract with a small business Finn or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient 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

SECTION V - REQUEST FOR PROPOSALS EVALUATION CRITERIA

In evaluating Request for Proposals submitted and per the Texas Education Code 44 031(b), the following considerations shall be taken into account to determine the best value for the District

	Factors	**Possible Points or Weighted Averages**
1	purchase price	25
2	the reputation of the vendor or of the vendor's goods or services	10
3	the quality of the vendor's goods or services	10
4	the extent to which the goods or services meet the District's needs	5
5	the vendor's past relationship with the District	5
6	the impact on the ability of the District to comply with laws and rales relating to historically underutilized businesses	0
7	the total long-term cost to the District to acquire the vendor's goods or services	10
8	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner· a has its principal place of business m this state, or b. b employs at least 500 persons in this state, and (Form E)	0
9	the District will select the most highly qualified provider of this services on the basis of • demonstrated competence a experience, etc • qualifications a education b certification, licenses, etc	25
10	any other relevant factors as specified m the special terms and conditions of this proposal	10

SECTION VI - PERIOD OF PERFORMANCE

This agreement shall be for three (3) years, from date of award through June 30, 2021 The distinct reserves the right to publish subsequent solicitations during this period

SECTION VII - SPECIAL TERMS & CONDITIONS/PROPOSAL SPECIFICATIONS

INTRODUCTION

The Castleberry Independent School District (CISD) is seeking proposals from Academic/Educational Consultants who will provide guidance and work closely with the District Administration, departments and campuses on an as needed basis.

PERIOD OF PERFORMANCE

This agreement shall be for five (5) years from date of award through July 1, 2023. The district reserves the right to publish subsequent solicitations during this period

SUBMITTALS

Submit **one (1) original** of this proposal in a sealed opaque container prior to the time and date specified to the Purchasing Office, 5228 Ohio Garden Road, Fort Worth, Texas 761114.

The following should be submitted with your response in order to be considered:

- Resume, outlining work history, training, experience and qualifications and any areas of specialization including but not limited to the following"

  o Elementary School Operations o
  Secondary School Operations o
  Curriculum Design o Instructional
  Expertise o Assessment & Use of
  Data o Student Support Services o
  Technical Academic Assistance o
  Data Systems Assistance

- Three (3) references from previous employment (include name of organization, address, telephone number and contact person) Form G
- Price/Cost per hour/day

SECTION VIII - PROPOSAL PRICING

Note: This proposal form must be used for proposal to be considered. Please print your responses CLEARLY.

Note: Bidders make sure to read Section VII- Special Terms and Conditions/Proposal Specifications before filling-in the bid/proposal pricing information.

Fee Schedule

	HOURLY/DAILY FEE SCHEDULE	$_____/hr. or $_____/day
	Please indicate areas of specialization below:	
	Elementary School Operations	YES_____ NO_____
	Secondary School Operations	YES_____ NO_____
	Curriculum Design	YES_____ NO_____
	Instructional Expertise	YES_____ NO_____
	Assessment & Use of Data	YES_____ NO_____
	Student Support Services	YES_____ NO_____
	Technical Academic Assistance	YES_____ NO_____
	Data Systems Assistance	YES_____ NO_____
	List any other areas of specialization:	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

Form **W-9**
(Rev November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3

1 Name (as shown on your income tax return) Name is required on this line, do not leave this line blank

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1 Check only **one** of the following seven boxes

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note Check the appropriate box in the line above for the tax classification of the single-member owner Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U S federal tax purposes Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner

☐ 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) _____

(Applies to accounts maintained outside the U S)

5 Address (number, street, and apt or suite no) See instructions

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 instructions for Part I, later For other entities, it is your employer identification number (EIN) If you do not have a number, see *How to get a TIN*, later

Note: If the account is in more than one name, see the instructions for line 1 Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN See the instructions for Part II, later

Sign Here | ***Signature of* U.S person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

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

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, *later*

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,* later, for further information

Note: If you are a U S person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9

Definition of a U.S. person. For federal tax purposes, you are considered a U S person if you are

- An individual who is a U S citizen or U S resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301 7701-7)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax Therefore, if you are a U S person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U S status and avoid section 1446 withholding on your share of partnership income

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U S status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States

- In the case of a disregarded entity with a U S owner, the U S owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U S grantor or other U S owner, generally, the U S grantor or other U S owner of the grantor trust and not the trust, and
- In the case of a U S trust (other than a grantor trust), the U S trust (other than a grantor trust) and not the beneficiaries of the trust

Foreign person. If you are a foreign person or the U S branch of a foreign bank that has elected to be treated as a U S person, do not use Form W-9 Instead, use the appropriate Form W-8 or Form 8233 (see Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Entities)

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U S tax on certain types of income However, most tax treaties contain a provision known as a "saving clause " Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U S resident alien for tax purposes

If you are a U S resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U S tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items

1 The treaty country Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien

2 The treaty article addressing the income

3 The article number (or location) in the tax treaty that contains the saving clause and its exceptions

4 The type and amount of income that qualifies for the exemption from tax

5 Sufficient facts to justify the exemption from tax under the terms of the treaty article

Example. Article 20 of the U S -China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States Under U S law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years However, paragraph 2 of the first Protocol to the U S -China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments This is called "backup withholding " Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators Real estate transactions are not subject to backup withholding

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if:

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the instructions for Part II for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information

Also see *Special rules for partnerships,* earlier

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons Certain payees are exempt from FATCA reporting See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties

Specific Instructions

Line 1

You must enter one of the following on this line, **do not** leave this line blank The name should match the name on your tax return

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9 If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U S person must provide a Form W-9

a **Individual.** Generally, enter the name shown on your tax return If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application

b **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1 You may enter your business, trade, or "doing business as" (DBA) name on line 2

c **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2

d **Other entities.** Enter your name as shown on required U S federal tax documents on line 1 This name should match the name shown on the charter or other legal document creating the entity You may enter any business, trade, or DBA name on line 2

e **Disregarded entity.** For U S federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity " See Regulations section 301 7701-2(c)(2)(iii) Enter the owner's name on line 1 The name of the entity entered on line 1 should never be a disregarded entity The name on line 1 should be the name shown on the income tax return on which the income should be reported For example, if a foreign LLC that is treated as a disregarded entity for U S federal tax purposes has a single owner that is a U S person, the U S owner's name is required to be provided on line 1 If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes Enter the disregarded entity's name on line 2, "Business name/disregarded entity name " If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9 This is the case even if the foreign person has a U S TIN

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2

Line 3

Check the appropriate box on line 3 for the U S federal tax classification of the person whose name is entered on line 1 Check only one box on line 3

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U S federal tax purposes	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U S federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U S federal tax purposes	Limited liability company and enter the appropriate tax classification (P= Partnership, C= C corporation, or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends
- *Corporations are not exempt from backup withholding for payments* made in settlement of payment card or third party network transactions
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC

The following codes identify payees that are exempt from backup withholding Enter the appropriate code in the space in line 4

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U S commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A *corporation*

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U S commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding The chart applies to the exempt payees listed above, 1 through 13

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U S commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1 1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1 1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed

Line 5

Enter your address (number, street, and apartment or suite number) This is where the requester of this Form W-9 will mail your information returns If this address differs from the one the requester already has on file, write NEW at the top If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records

Line 6

Enter your city, state, and ZIP code

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN) Enter it in the social security number box If you do not have an ITIN, see *How to get a TIN* below

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one) Do not enter the disregarded entity's EIN If the LLC is classified as a corporation or partnership, enter the entity's EIN

Note: See *What Name and Number To Give the Requester,* later, for *further clarification of name and TIN combinations*

How to get a TIN. If you do not have a TIN, apply for one immediately To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www SSA gov* You may also get this form by calling 1-800-772-1213 Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN You can apply for an EIN online by accessing the IRS website at *www irs gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business Go to *www irs gov/Forms* to view, download, or print Form W-7 and/or Form SS-4 Or, you can go to *www irs gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments The 60-day rule does not apply to other types of payments You will be subject to backup withholding on all such payments until you provide your TIN to the requester

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon

Caution: A disregarded U S entity that has a foreign owner must use the appropriate Form W-8

Part II. Certification

To establish to the withholding agent that you are a U S person, or resident alien, sign Form W-9 You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required) In the case of a disregarded entity, the person identified on line 1 must sign Exempt payees, see *Exempt payee code,* earlier

Signature requirements. Complete the certification as indicated in items 1 through 5 below

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. *You must sign the certification or backup withholding will apply.* If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account*	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3 Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4 Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5 a The usual revocable savings trust (grantor is also trustee) b So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6 Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8 Disregarded entity not owned by an individual	The owner
9 A valid trust, estate, or pension trust	Legal entity[4]
10 Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12 Partnership or multi-member LLC	The partnership
13 A broker or registered nominee	The broker or nominee
14 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

***Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs gov* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484 You can forward suspicious emails to the Federal Trade Commission at *spam@uce gov* or report them at *www ftc gov/complaint* You can contact the FTC at *www ftc gov/idtheft* or 877-IDTHEFT (877-438-4338) If you have been the victim of identity theft, see *www IdentityTheft gov* and Pub 5027

Visit *www irs gov/IdentityTheft* to learn more about identity theft and how to reduce your risk

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, the cancellation of debt, or contributions you made to an IRA, Archer MSA, or HSA The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U S commonwealths and possessions for use in administering their laws The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism You must provide your TIN whether or not you are required to file a tax return Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer Certain penalties may also apply for providing false or fraudulent information

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT

FELONY CONVICTION NOTIFICATION
Academic/Educational Consultants
RFP# 18-006

State of Texas Legislative Senate Bill No 1, Section 44 034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony The notice must include a general description of the conduct resulting in the conviction of a felony "

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction The district must compensate the person or business entity for services performed before the termination of the contract"

This notice is not required of a publicly-held corporation.
Please complete the information below.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge

Vendor's Name _____

Authorized Company Official's Name (Please print or type)

_____

A My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable
Signature of Company Official _____
Date

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

Signature of Company Official _____
Date

C My firm is owned or operated by the following individual(s) who has/have been convicted of a felony
Name of Felon(s) _____
_____
Details of Conviction(s) _____
_____
_____

Signature of Company Official _____ Date _____

COMPLETED & SIGNED FORM MUST BE RETURNED WITH BID

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT

Affirmation of Non-Boycott Israel Statement

Academic/Educational Consultants

RFP# 18-006

Company Name:_____

affirms that it does not and will not boycott Israel during the term of this contract.

Signature of Company Official _____ Date_____

COMPLETED & SIGNED FORM MUST BE RETURNED WITH BID

FORM 1295 INSTRUCTIONS

Pursuant to newly enacted Section 2252 of the Texas Government Code as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the disclosure of Interested Parties (Form 1285) and has created a website application for business entities to submit the required information

Castleberry ISD may not enter into a contract that requires the approval of the School Board until the business entity that is a party to the contract files a Form 1295 with the Texas Ethics Commission and the Castleberry ISD Purchasing Department.

1. *Upon being notified of a bid/recommended award, the award recipient, the business entity,* must go to the following website. https ///www ethics state.tx us and follow the login directions on the website application to complete a Form 1295. If this is a business entity's first time login on to the website application, the business entity must create a login Username and Password then follow the application's instructions to complete a Form 1295.

2 *Castleberry ISD does not have a Contract ID Number System Please* insert a number unique to your organization in this box

3 Once confirmation is received that the information has been submitted with the Texas Ethics Commission, the business entity MUST print, sign and notarize the Form 1295.

4 The notarized Form 1295 must be filed with the Texas Ethics Commission within seven (7) business days of the date of notification of recommended award. The contract will not be presented to the School Board until the form has been filed with the Texas Ethics Commission and Castleberry ISD Purchasing Department has received the notarized Form 1295.

5. *In no way does a request for filing of form 1295 with the TEC commit Castleberry ISD to any type* of award whatsoever

6 Once the Castleberry ISD Purchasing Department receives the notarized Form 1295, the Purchasing Department will submit confirmation of receipt through the TEC website within thirty (30) days

7 This process must be followed for each contract requiring Castleberry ISD approval.

8 A Form 1295 cannot be hand written. It must be completed electronically through the TEC Website application.

9 If you have any questions, contact the Castleberry ISD Purchasing Department, 817.252.2029.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____

My address is _____, _____, _____, _____, _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct

Executed in _____ County, State of _____, on the _____ day of _____, 20_____
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File