

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

Notice to Bidders

**Request for Proposal
Special Education Consultant Services
RFP# 18-005**

Castleberry Independent School District (CISD) will continually receive proposals until
8:30AM, Wednesday, May 30, 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
Special Education Consultant Services RFP# 18-005

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: _____

RFP # 18-005 Special Education Consultant Services

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

Request for Proposal
Special Education Consultant Services
RFP #18-005

The Castleberry Independent School District (CISD) is soliciting requests for proposals (RFP) for Special Education Consultant Services as per specifications stated in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the bidder's name, address, and proposal number (RFP # 18-005) to

Castleberry Independent School
District Special Education Consultant
Services **RFP #18-005**
Attn. Sophia Quiroz
5228 Ohio Garden Road
Fort, TX 76114

Receipt Deadline: CISD must receive all proposals no later than **8:30, AM, Wednesday, May 30, 2018.** Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published bid date and time shown on the RFP. CISD will not be responsible for delayed mail delivery from the post office. Proposals received after the published time and date will be considered untimely and will not be considered. **Bids will be publicly opened at 8:45 AM the same day**

Delivery Method. Responders may submit their proposals via U.S. Mail or common receipted carrier (e.g., Federal Express, UPS, US Postal Service, and Hand Delivery). **Faxed proposals will not be accepted.** The bid name and number must be identified on the outside envelope being delivered.

Proposal Number and Format: Responders must submit one (1) original proposal and (2) copies of the proposal.

CISD's contact for this proposal is Sophia Quiroz, quirozs@castleberryisd.net. Contact between responders or potential responders and user departments during the RFP process or evaluation process is prohibited. Any attempt by a responder or potential responder to contact the departments will result in disqualification.

All addenda will be issued via the district website at [Castleberryisd.net/Departments/Financial Services/Bids and Proposals](http://Castleberryisd.net/Departments/Financial%20Services/Bids%20and%20Proposals)

The Castleberry Independent School District will receive bids on a continual basis.

1.0.0 GENERAL CONDITIONS

1.1.0

APPLICABILITY - These conditions are applicable and form part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid forms issued

1.2.0

WITHDRAWAL OF BIDS - Any bid may be withdrawn by the bidder prior to the scheduled time for opening. Any request by a bidder to withdraw a bid must be in person or in writing and submitted to the Director of Purchasing prior to the scheduled time for opening bids.

1.3.0

BIDS SHALL BE SUBMITTED ON THESE FORMS - Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included in the bid.

1.4.0

CISD reserves the right to waive any or all bid irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered; and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of CISD as it perceived those interests to be in its sole discretion.

1.5.0

CISD will enter into contractual relationships only with those bidders who have, through word and action, affirmed that they comply with all applicable existing laws or executive orders to insure equal employment opportunities, without regard to race, creed, color, sex, or national origin. Minority owned or HUB companies are encouraged to compete in providing goods and services to the district. CISD does not operate under a set-aside program.

1.6.0

CONFIDENTIAL/PROPRIETARY INFORMATION - CISD is a governmental entity subject to the Texas Public Information Act. Unless subject to a specific statutory exception, information in the District's possession is considered public information that is subject to release upon request. Any information in your Proposal that is of a confidential or proprietary nature must be clearly and specifically identified. Such identification shall not limit the District's right to use such information in the review of the Proposal.

1.7.0

OBLIGATION OF OWNER - Issuance of this RFP does not create any obligation on the part of CISD to enter into any contract or undertake any financial obligations with respect to the System referred to herein. There will be no discussions with Vendors except for the purpose of clarification of a Proposal until the evaluation of the Proposals has been completed. Any subsequent discussion shall be at the discretion of CISD.

RFP # 18-005 Special Education Consultant Services

- 1 8 0 CONDUCT WHILE ON DISTRICT PREMISES- Successful bidder or contractor, and all employees, will be required to comply with the same standards applicable to the employees of the CISD
- 1 9.0 NEGOTIATIONS - After evaluation of all Proposals received, CISD reserves the right to enter into negotiations with the Vendor or Vendors that CISD considers best qualified to meet its requirements CISD reserves the right to reject any and all proposals and to waive any non-conformity, whenever such actions are in its best interest, as determined solely by CISD
- 1.10 0 VENUE - The contract, which will be issued upon award, shall be construed under the laws of the State of Texas, and venue arising out of this agreement is in Dallas County, Texas, regardless of the place of execution or performance
- 1.11 0 RIGHT TO TERMINATE
- 1 CISD, by written notice to the Vendor, may terminate the Contract, in whole or in part, for its convenience at any time prior to completion. Upon receipt of such notice, the Vendor shall take all necessary steps to avoid incurring any additional costs In the event of such termination by CISD, it is agreed that the termination charges shall be negotiated but shall not exceed 100% of the total costs, both direct and indirect, incurred by the Vendor in the performance of the Contract, including reasonable costs incurred with respect to termination and settlement with vendors and subcontractors as a result of termination, up to the date of termination. In the event of termination, Vendor shall provide all plans, engineering, other drawings, and all other materials within five (5) business days of termination in a form acceptable to CISD
 2. The Vendor agrees to notify CISD of all proposed settlements with vendors and subcontractors in the event of termination, not for cause, and the Vendor further agrees not to enter into any binding settlement until CISD has approved the proposed settlement or thirty (30) days have elapsed from the date when such advice was furnished to CISD, which approval shall not be unreasonably withheld
 3. Direct and indirect costs shall be determined in accordance with standard accounting practices and verified by an independent Certified Public Accountant Final payment shall be in the amount of the total termination charges within sixty (60) days following submission of such total costs certified by the independent Certified Public Accountant

In the event of termination not for cause, final payment shall be in the amount of the total termination charges up to the date of termination, less the following:

- Amounts previously paid by CISD to the Vendor
- Amounts representing total Vendor's cost of segregable materials generated under the Contract not desired by CISD

RFP # 18-005 Special Education Consultant Services

3 0 8 Any other relevant factor specifically listed in the request for bids and proposals, such as vendor response time and compatibility of goods/products purchased

- 3.1.0 AWARD of BID The CISD reserves the right to award a separate contract to more than one bidder for each item/group/service or to award a contract for the entire bid. This proposal establishes a roster of vendors which can be used as consultant work as needed. An award doesn't guarantee a contract

4.0 0 CONTRACTS

4 1 0 ALL CONTRACTS AND AGREEMENTS between bidders and the CISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on uniform state laws

4.2.0 Buyer's obligation is payable only and solely from the funds available for the purpose of this purchase Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Seller by the Buyer Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate

4.3 0 If vendor performance becomes an issue during the contract term, CISD has the right to terminate the contract with said vendor prior to the original expiration term noted in original contract

5.0.0 REQUIRED DOCUMENTATION

Provide the required documents as indicated in the General Stipulations and Conditions of Bid/Proposal **in this order**

1. Company Information
2. Certificate of Residency
3. Felony Conviction Notification and Criminal Background Check
4. Deviations
5. Required Contract Provisions for Non-Federal Entity Contracts
6. Signature Page and Antitrust Certification
7. Certification of Debarment, Suspension and Other Responsibility Matters
8. Conflict of Interest Questionnaire
9. Bidder's Certification Form
10. If individual - current Resume

6 0.0 ADDITIONAL TERMS

THIS SOLICITATION DOES NOT COVER PROFESSIONAL SERVICES AS DEFINED BY TEXAS EDUCATION CODE SECTION 44 031

Term of Contract: The contract created by this solicitation will be a term contract to be in effect on **date of award** to **July 30, 2021**

Award: Awards will be based on the Respondent's submittal meeting the requirements established herein. Awards will be made to multiple vendors on an incremental basis during the offering period. Awards are not guaranteed.

Funding: Contracts resulting from this solicitation may be funded using federal grant monies. All stipulations for federal grant funding will be adhered to.

Contracts: The District will be issuing contracts to the Vendor for contracted services. This contract should be considered the official contract between the District and the Vendor and no other document will be necessary. If the Vendor requires that, due to valid reasons, an additional agreement is necessary, this agreement will be reviewed prior to signature by an authorized District representative.

The District reserves the right to reject such request and consider the contract the official agreement. If the District considers the additional agreement, no services are to be provided until the District has reviewed, accepted, modified and/or struck all provisions or clauses that are in violation of State of Texas law, District policies, and/or are not considered in the District's best interest.

Reimbursable Costs: If the Vendor requires reimbursement for costs (e.g., air travel, lodging, per diem, handouts, and all other District authorized expenses) associated with the services provided, the Vendor must identify this requirement within their response. If such costs are included within the services fee, the Vendor is not required to include this information. For contracts requiring reimbursement, original receipts are required and the District will only pay the actual costs incurred by the Vendor. The District reserves the right to make travel arrangements for a vendor or its representative when directly related to a specific event including but not limited to hotel and airline.

Payment: All invoices shall be e-mailed to designated contact person at CISD on a monthly basis, or at the conclusion of services. Vendor agrees that the services rendered will be billed to and performed exclusively for the District and that no other gain will be solicited or made for Vendor, Vendor's organization, or on behalf of any employee of the District.

Independent Contractor Terms:

- Vendor certifies the social security number or tax identification number shown is true and correct and Vendor is not subject to Federal income tax withholding.
- Neither state nor federal income tax nor payroll tax of any kind shall be withheld or paid by the District on behalf of Vendor. Vendor is solely responsible for payment of any taxes imposed by any federal, state or governmental entity. No worker's compensation insurance shall be obtained by the District on account of Vendor.
- Vendor understands that he/she is responsible to pay, according to law, Vendor's income taxes, self-employment tax, or any other taxes owed by Vendor. Further, Vendor understands that he/she is responsible for paying his/her own liability, worker's compensation, or other insurance.

RFP # 18-005 Special Education Consultant Services

- Because Vendor is engaged in his/her own independent business. Vendor shall not participate in any of the District's retirement, health insurance, or any other employee fringe benefit plan, nor shall Vendor have paid vacation or paid sick leave
- Vendor has no authority to enter into contracts or agreements on behalf of the District Vendor is not authorized to act for the District in any way.
- Vendor asserts that he/she has complied with all applicable federal, state or local laws pertaining to Vendor's business and is fully authorized to carry out the professional services contemplated in this response Vendor agrees that prior to entering upon duties of this contract, if necessary, Vendor will file with the District appropriate credentials for rendering the service areas identified above

Indemnification: Vendor understands and acknowledges that the District does not carry any liability insurance related to the performance of contracted services Vendor hereby waives, releases, indemnifies and holds harmless the district, its officers, employees and agents for any and all liability of whatever kind, including costs and legal expenses, that the District may incur as a result of Vendor's actions, inaction, negligence, gross negligence or breach of any duty which Vendor may commit while performing services for the District under this response

Assignment: This response may not be assigned by the parties without the express written approval of the parties

Legal Construction: In case any or more of the previous provisions contained in this response shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Criminal History Background Searches. Senate Bill 9 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students CISD requires ALL vendors who step foot onto district property to have a completed background search on file Each employee of your company who will service CISD will need to complete this form Please return the completed forms with your submittal.

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT

SPECIAL TERMS & CONPITIONS/PROPOSAL SPECIFICATIONS

Special Education Consulting Services

RFP#: 18-005

The Castleberry Independent School District (CISD) is seeking proposals from Special Education Consulting Services or individuals who will provide guidance and work closely with the District Administration, departments and campuses on an as needed basis. The intent of this request is to establish a list, annually, of pre-approved companies or individuals that can provide Special Education Consultant Services to the District as a whole. Administrative and Instructional Contracted Services shall be defined as, "expenditures/expenses rendered by personnel who are not on the payroll of the school district. Services delivered by an independent contractor (individual entity or firm) that offers its services to the public, are to be paid on a fee basis for specialized services that are usually considered to be temporary or short-term in nature, normally in areas that supplement the expertise of the school district." Services can include but are not limited to the following:

- Professional/Staff Development Training
- Technology Analysis/Consultant
- Operations Analysis/Consultant • Special Education Consultant
- Education Consultant
- Career and Technology Education (CTE) Consultant
- Student Support Healthcare Consultants
- Speech Language Pathologists
- Translations/Interpreting Services
- Presentations/Programs (e.g. authors)
- Teacher of Orientation & Mobility
- Audiologist
- Other Services Deemed Appropriate for this Request

The District reserves the right to determine if a specialized service is acceptable. If the service is deemed unacceptable, no award will be made to the respondent.

BIDDER'S CERTIFICATE FORM - RFP #18-005

1 Please describe the type of service(s) your company provides:

2. Qualifications or Certifications

3. Estimated compensation structures (this should include all costs associated with your service, including travel expense items) - include any discounts.

4 Target audience for services (this should be district staff (principals, teachers, etc.), students (K-2, 9- 12, etc) or parent

5 Facility Requirements (this may include technology, size and/or type of room, etc.):

6 Length of Service (this should be stated as hourly, K day, full day, etc.):

RFP #18-005 Special Education Consultant Services

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT
Fort Worth, Texas 76114

GENERAL STIPULATIONS AND CONDITIONS

RFP # 18-005
SPECIAL EDUCATION CONSULTANT SERVICES

NON-CONSTRUCTION THESE GENERAL STIPULATIONS AND CONDITIONS SHALL REFER TO
EDUCATION CODE SUBCHAPTERB -PURCHASES CONTRACTS

IF THERE ARE CONTRADICTIONS BETWEEN THE GENERAL STIPULATIONS AND
CONDITIONS OF BID/ PROPOSAL AND THE SPECIFICATIONS. WRITTEN OR VERBAL. THE
GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL SHALL CONTROL

I. INVITATION TO BID:

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT invites all interested and qualified Bidders to bid on all proposals in accordance with directions available in the Purchasing Department, 5228 Ohio Garden Rd, Fort Worth, Texas 76114.

- A. For the purpose and clarity of this document only, the word "District" will herein mean the CASTLEBERRY INDEPENDENT SCHOOL DISTRICT and/or the Board of Trustees of Fort Worth, Tarrant County, Texas. As used herein, the word "Bidder" means any reliable person, entity, broker, vendor, contractor, and/or manufacturer who wants to bid this contract or submit a proposal in response to a request for catalog offer or request for proposal. The term "Bid" refers to all bids, responses, proposals submitted hereunder.
- B. Cash discount will be taken into consideration in determining a contract award. All Bid responses must be quoted with net pricing.
- C. The District will receive sealed proposals and or sealed bids until date and time indicated on the Bid cover. Bids must be delivered to the CISD Purchasing office. Whenever the specifications indicate a product of a particular manufacturer, model or brand in the absence of any statement to the contrary by the Bidder, the Bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories, qualities, etc. enumerated in the detailed specifications.
- D. Where a lump sum Bid is provided for, unit prices for each item shall be included for accounting purposes. If quantities are increased or decreased as provided for in the "Annulments and Reservations" section, the unit prices inserted in a lump sum Bid should be consistent with the total amount quoted for the lump sum Bid, since the lump sum Bid total will be increased or decreased by the product of the quantity of the increases or decreases multiplied by the unit prices for the item affected.
- E. All materials, supplies, copyrighted materials, furniture, and equipment for the District shall be delivered F O B Destination freight prepaid and allowed.

RFP #18-005 Special Education Consultant Services

F. CISD will give preference to materials, supplies, and provisions produced, manufactured, or grown locally, provided such items are equal to articles offered by competitors outside of the local area

II. ANNULMENTS AND RESERVATIONS:

- A. The District reserves the right to reject Bids for any and all of the items, and/or to waive technical defects, if in its judgment, the interest of the District shall so require
- B. The Director of Purchasing reserves the right to increase or decrease the given quantity plus or minus fifteen percent (15%) In the event quantities are increased or decreased, the amount added or deducted shall be based upon unit prices quoted.
- C. The District also reserves the right to annul any contract, if it determines at its sole discretion that the Bidder has failed at any time, to perform faithfully any contract requirements or, in the case of any willful attempt to impose upon the District, materials, products, and/or work inferior to that required by District, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the District to the damages for the breach of any covenant of the contract by the Bidder.

III. BID PREPARATION, SPECIFICATIONS SHEET, AND BID OPENING:

- A. An authorized representative of the Bidder must sign all Bids. It is the intent of this bid offer that should a given bid/bids be accepted, it will automatically become a part of a binding contract Bidders shall list their bids on the appropriate attached sheets, which show the schedule of items to be purchased Each Bidder may attach a letter of explanation to their bid to explain any information pertaining to the Bid/Bids.
- B. *PROPRIETARY INFORMATION* - Any information in your bid or proposal that is of a proprietary nature should be clearly and specifically identified. Such identification shall not limit the District's right to use such information if it is obtained from another source, or if it comes into the public domain.
- C. At the time of the Bid opening (as specified on the front cover, CISD Purchasing Department webpage and or newspaper ad), the responsible Buyer, or his/her delegated support staff member, shall open and record all Bids received per requirements noted in Texas Education code 44 031. Sufficient time will be allotted to analyze all Bids received and the final recommendations shall be prepared for District review and approval Upon District approval, the Bidders shall be notified either by mail, telephone, or purchase order of any award/awards.
- D. Wherever the District indicates the unit of measure required for bidding purposes, the District may not recalculate the vendor's price if it is based on a different unit of measure than that indicated in any contract

RFP #18-005 Special Education Consultant Services

IV. BILLING AND PAYMENT/DISCOUNTING:

- A All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted)

All invoices shall be forwarded to:

Castleberry Independent School District

Attn: Accounts Payable

5228 Ohio Garden Road, Fort Worth, TX 76114

Or emailed to: accountspayable@castleberryisd.net

- B Invoices will be returned for correction unless they contain the following information: Item numbers, Description of Item, Quantity, Unit Price Extensions and Total. Each invoice shall carry the Purchase Order Number of the District. The original and one copy shall be forwarded to the office listed above.
- C Payment in full will only be made upon final acceptance of items as shown on Purchase Order. The District does not pay partial payments. If we are invoiced for items that are not physically received, we must receive either a corrected invoice with the items removed or a credit memo to offset the charges for the non-received goods.
- D The Bidders that request prompt payment of bills shall send signed delivery tickets with the invoice to facilitate expedited payment.
- E Delivery shall be FOB Destination Freight Prepaid and allowed to each individual location as noted on the Purchase Order. The District will not pay freight bills sent collect.
- F The District's standard terms for payment are Net 30 days. All discounts, including prompt payment, shall be included in bid price.

V. BONDING:

Certain formal bids and or proposals will require bonding and shall be indicated in the scope of work and or minimum specifications.

VI. COLLUSION:

All Bidders shall sign the appropriate certification as provided on the signature sheet. The District may reject any Bid that does not include the required certification.

VII. COMPLIANCE WITH SPECIFICATIONS AND PURCHASER'S RIGHT OF SELECTION:

- A The Bidder shall abide and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

RFP #18-005 Special Education Consultant Services

- B. The District reserves the right to reject any or all Bids that comply with these specifications, or to accept a higher bid that complies, when, in the judgement of the District, such Bid offers additional value or function, which justifies the difference in price.

VIII. DEVIATIONS FROM SPECIFICATIONS:

All deviations from the specifications must be specified in writing by the Bidder, at the time the formal bid is submitted. The absence of a written list of requested deviations or exceptions when the Bid is submitted will hold the Bidder strictly accountable to the District to the specification or requirement as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered. The District reserves the right to reject or modify any requested exception or deviation. Excessive exceptions may result in disqualification of a bid.

IX. ERRORS IN BIDS: RELIEF OF BIDS:

Bidders or their authorized representatives shall fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder's own risk. If a Bidder makes errors in extension of prices in a Bid, the unit price shall govern at the discretion of the Director of Purchasing.

X. GUARANTEE:

The Bidder shall unconditionally guarantee the materials and workmanship of all merchandise furnished under Bid for a period of one year or longer from date of acceptance of the items delivered and installed unless a different time period is required under the Bid specifications. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the District is due to the faulty design and installation, workmanship or materials, upon notification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the District. These repairs, replacements or adjustments shall be made only at such times as will be designated by the District to cause the least disruption.

XI. INTENT AND LIMIT OF CONTRACT

- A. These specifications are intended to cover the various types of purchases of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, administrative facilities, or to any designated warehouse or warehouses in CASTLEBERRY INDEPENDENT SCHOOL DISTRICT, whichever is specified, in quantities to be determined subsequent to the bid opening.

RFP #18-005 Special Education Consultant Services

- B. It is understood that under the terms and conditions of this bid offer, the District reserves the right to purchase any of the listed materials, supplies or services at bid prices submitted provided that it shall be optional on the part of either party to terminate this contract at the expiration of twelve months from the beginning date of any contract period upon notice in writing to the other party to any contract no less than 30 days prior to the expiration of the twelve-month period. This will be the only opportunity for cancellation of this contract, except for extenuating causes.

XII. "OR EQUAL" INTERPRETATION CLAUSE:

- A Any time a particular manufacturer's name or brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on the equal quality product of other manufacturers. On all such Bids, the Bidder shall indicate clearly the product on which it is bidding, and shall supply sufficient data, on its own letterhead, to enable an intelligent comparison to be made with the particular brand or manufacturer specified
- B. Catalog cuts and descriptive data shall be attached to the original copy of the Bid, where applicable Whenever the specifications indicate a product of a particular manufacturer, model, or brand, and in the absence of any written statement to the contrary by the Bidder, the Bid shall be interpreted as being for the exact brand, model or manufacturer specified, together with all the accessories, qualities, etc , enumerated in detailed specifications (See VIII)

Failure to submit the above information may result in rejection of bid

XIII. PACKING AND DELIVERY:

- A. All materials must be securely packed for proper protection and in quantities to be determined by the District's Director of Purchasing
- B. All materials delivered pursuant to this bid offer shall be packed in a substantial manner in accordance with accepted trade practice No charges may be made over and above the bid price for packaging Complete deliveries must be made by the successful vendor to the designated location as indicated on Bid cover and/or purchase order after issuance of purchase orders by the District. A packing slip and/or delivery ticket shall be included in each shipment Each ticket shall contain the following information for each item delivered: Purchase Order Number, Item Description, Item Number, Quantity, and Vendor Name
- C. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods or services awarded and ordered.
- D. All package materials shall be clearly and plainly marked Example

To CASTLEBERRY INDEPENDENT SCHOOL DISTRICT,
Department [state department]
Address, [address of department]
Purchase Order Number. [PO #]

RFP #18-005 Special Education Consultant Services

XIV. SAFETY REQUIREMENTS:

The Bidder/vendor shall provide all equipment, machinery and chemicals furnished and delivered to the District in compliance with the Safety Regulations as required by OSHA

XV. SAMPLES and CATALOGS:

- A When requested, a sample, properly tagged, shall be submitted by each Bidder before the time of the Bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the Bid number.
- B. The District will not be responsible for any samples that a Bidder has not picked up within 30 days after being notified that the sample is no longer needed. Samples may be retained by the District until Bidders are notified to remove them. Bidders agree that the District will incur no liability for samples that are damaged, destroyed or consumed in the testing processes. Samples requested are to be delivered as noted and designated per the particular solicitation

XVI. SIGNATURE TO BIDS:

Each Bid must show the MI business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and contract, including Notice of Award, and Purchase Order, will be mailed or delivered to the address shown on the Bid in the absence of written instructions from the Bidder to the contrary.

XVII. TAXES:

- A The District is exempt from the payment of the Texas Sales Tax Exemption Certificates for the Federal Excise Tax may be furnished upon request
- B. Prices quoted shall not include federal excise or state sales and use taxes
- C The District's Tax Identification Number is 75-6004526

XVIII. DELIVERY:

- A. All deliveries shall be made during the hours of 8 00 a m and 3 00 p m on all regularly scheduled school days, except where otherwise noted by Purchasing Department
- B. All deliveries shall be made inside school buildings, warehouse, offices, etc , and special instruction for date of delivery shall be included in the general specifications
- C. Special instructions may be indicated by the District in the specifications for exact time, date and delivery locations for particular equipment and machinery (heavy or otherwise) which are to be erected, set-up and installed
- D. Materials delivered and received centrally will be accepted by motor freight

**SIGNATURE SHEET AND
ANTITRUST CERTIFICATION STATEMENT
(Texas Gov't Code § 2155.005)**

My signature below confirms that I

- 1 propose to furnish, package, mark, and deliver to the CASTLEBERRY INDEPENDENT SCHOOL DISTRICT, the supplies, materials or equipment as required in the accompanying specifications, and at the unit price indicated,
- 2 certify that this firm is an equal opportunity employer and that all employment decisions are made without regard to the color, race, sex, national origin, religion, age, or disability status of otherwise qualified individuals; and
- 3 certify that all material and equipment bid by this firm and to be supplied to the CASTLEBERRY INDEPENDENT SCHOOL DISTRICT meets all safety and health standards as prescribed by the rules and regulations of the Occupational Safety and Health Act (OSHA)

My signature below affirms under penalty of perjury of the laws of the State of Texas that

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership, or individual (Company) listed below,
- 2 In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex Bus & Comm Code Chapter 15,
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company

COMPANY NAME: _____

BIDDER'S SIGNATURE _____

TITLE: _____

COMPANY OFFICIAL
AUTHORIZING BID:

TITLE: _____

RFP #18-005 Special Education Consultant Services

DATE SIGNED

ADDRESS:

CITY, STATE, ZIP

TELEPHONE

FAX

E-MAIL.

Complete and return with proposal

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT

STATEMENT OF EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The Castleberry Independent School District is committed to fair and equal competition among all vendors. It is the policy of the Castleberry ISD to encourage participation in the competitive bid process by all interested parties. The Castleberry ISD does not discriminate against any otherwise qualified vendor because of the vendor's race, color, national origin, age, religion, sex, or disability.

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities in proximity to the CASTLEBERRY 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 apply?

____ Yes

No

If you (the Vendor) checked yes, the following will apply.

Governmental entities utilizing Internal Governmental contracts with the CASTLEBERRY 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 made by a governmental entity other than CASTLEBERRY INDEPENDENT SCHOOL DISTRICT will be billed directly to that governmental entity.

Must Complete and return with Proposal documents.

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- (a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency,
 - (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above, and
 - (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default
- (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer
- (c) For any subcontract at any tier expected to equal or exceed \$25,000'
- (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
 - (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer
 - (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request

RFP #18-005 Special Education Consultant Services

H. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

- (a) Offeror must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.
- (b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror 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 Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror 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 Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." Offeror's violation of this section shall constitute a substantial failure.
- (c) If the Offeror 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.

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION and Section H. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK.

SIGNATURE OF OFFEROR: _____ **DATE:** _____

PRINTED/TYPED NAME OF OFFEROR: _____

COMPANY NAME: _____ **TEL#:** _____

Must complete and return with proposal documents.

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT

Affirmation of Non-Boycott Israel Statement

Special Education Consultant Services

RFP# 18-005

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

**CASTLEBERRY INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

**Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of
the Texas Local Government Code**

Effective January 1, 2006, any person or entity who contracts or seeks to contract with CISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with CISD is responsible for complying with any applicable disclosure requirements. CISD will post the completed questionnaires on its website

The Conflict of Interest Questionnaire must be filed

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity
- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate

Note A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your bid/proposal to the following address.

**CASTLEBERRY INDEPENDENT
SCHOOL DISTRICT
Attn. Purchasing Department
5228 Ohio Garden Rd, Fort Worth, TX
76114**

The Local Government Officers of the CASTLEBERRY INDEPENDENT SCHOOL DISTRICT are'

Board of Education'

**David Holder
Kenneth Romo
Mary Lou Martinez
Doug Lee
W.E "Bill" Seybold
Cathy Gatica
Dewey Taliaferro**

Interim Superintendent' John Ramos

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		OFFICE USE ONLY
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		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

RFP # 18-005 - SPECIAL EDUCATION CONSULTANT SERVICES

Form A

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT

COMPANY INFORMATION FORM

Legal Entity Name _____

Doing Business as Name (if different than above) _____

Address: _____

City _____ State _____ Zip Code: _____

Bid Contact Name: _____ Title: _____

Bid Contact Email Address _____

Bid Contact Phone Number _____

Company Website _____

If Awarded:

Sales Representative Contact Name: _____

Sales Representative Phone Number _____

Fax Number to send PO's to. _____

Email Address to send PO's to _____

Other contact info that CISD might need _____

Questions:

Does your company accept Purchase Orders? Yes _____ No _____

Do you understand CISD's payment terms are Net 30? Yes _____ No _____

Has your company done business with CISD in the past? Yes _____ No _____ If yes, dates? _____

Is your company a Historically Under Utilized Business? Yes _____ No _____

RFP # 18-005 - SPECIAL EDUCATION CONSULTANT SERVICES

Form B

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Castleberry ISD to determine the residency of its offerors. In part, this law reads as follows:

Section 2252.001

- (3) "Non-resident bidder" refers to a person who is not a resident
- (4) "Resident bidder" refers to a person 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 in 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 in the state in which the nonresident's principal place of business is located.

Name of Company: _____

is, under Section 2252.001(3) and (4), a

Resident Bidder _____ **OR** **Non-resident Bidder** _____ (check one)

My principal place of business under Tex. Gov't Code, Section 22.52.001 (3) and (4), is in the city

of _____ in the state of _____

if **NOT** a resident company of the State of Texas, does your company employ 500 or more people within the State of Texas

Yes _____ **No** _____ (check one)

Name of Company Official (Please print)

Title (Please print)

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT

FELONY CONVICTION NOTIFICATION
Special Education Consultant Services
RFP# 18-005

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
--



Form C
**CRIMINAL HISTORY RECORD
INFORMATION**
Confidential

All Texas public schools are required by state law to obtain criminal history record information on all applicants for employment with the district (Texas Education Code §21.917) The CASTLEBERRY INDEPENDENT SCHOOL DISTRICT requires applicants to sign a statement of consent allowing the district to obtain a criminal history record. The information requested below is necessary to obtain criminal history record information

PLEASE PRINT CLEARLY:

HOME PHONE _____

NAME _____
Last First Maiden and/or other names used MI

ADDRESS _____
Street City
County State Zip

SOCIAL SECURITY NUMBER _____

DATE OF BIRTH _____

DRIVER LICENSE NUMBER _____ STATE ISSUED _____

Sex: ☐ Male ☐ Female

U.S. CITIZENSHIP ☐ Naturalized Citizen ☐ Citizen by Birth ☐ Not a U.S. Citizen

Race: Please see descriptions on back of this sheet

☐ American Indian or Alaskan Native ☐ Asian

LIST PREVIOUS ADDRESSES:

CITY/TOWN	COUNTY	STATE	FROM	To

I understand that the information I am providing about age, sex, and ethnicity will not be used to determine eligibility for employment, but will be used solely for the purpose of obtaining criminal history record information

SIGNATURE _____

DATE _____

RFP # 18-005 - SPECIAL EDUCATION CONSULTANT SERVICES

Form D

CASTLEBERRY INDEPENDENT SCHOOL DISTRICT

DEVIATIONS/COMPLIANCE SIGNATURE FORM

If the undersigned responder intends to deviate from the General Terms and Conditions or Item Specifications listed in this solicitation invitation, 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 in its bid award decision, and the District reserves the right to accept or reject any response based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the responder assures the District of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Bid/Proposal Invitation.

☐ NO Deviations

☐ YES Deviations

If yes is checked, please list below.

Consultant Name

**CASTLEBERRY INDEPENDENT SCHOOL DISTRICT
PROPOSER/VEND OR 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

The Castleberry ISD is the Subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(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 by Castleberry ISD, Castleberry ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when federal funds are expended by Castleberry ISD, Castleberry ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order, (2) make any payments owed, or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Castleberry ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Castleberry ISD believes, in its sole discretion that it is in 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 in the best interest of Castleberry ISD.

Does vendor agree to abide by the above?
YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (C) above, when federal funds are expended by Castleberry ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (F) above, when federal funds are expended by 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 in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (G) above, when federal funds are expended by 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 in Federal Rule (G) above

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM

Exclusions contain 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 term 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? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by 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 appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

**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 in 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 subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES ☐ ☐ ☐ ☐ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Castleberry ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18, Pub. L. 94- 163, 89 Stat. 871)

Does vendor agree? YES ☐ ☐ Initials of Authorized Representative of Vendor _____

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 in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition

Does vendor agree? YES ☐ ☐ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response 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 ☐ ☐ 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.

Vendor's Name/Company Name: _____
DUNS # _____ Company registered on SAM.gov? Yes ☐ No ☐
Address, City, State, and Zip Code. _____
Phone Number. _____ Fax Number. _____
Printed Name and Title of Authorized Representative. _____
Email Address: _____

Signature of Authorized Representative _____ **Date** _____
Must be completed and returned with Proposal forms.

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 _____ (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