

Issue Date: November 17, 2025

Request for Proposals (RFP)
CONTRACTED CONSULTANT PROPOSAL
#2601CCP - RFP

Alvin Independent School District will be accepting sealed REQUESTS FOR PROPOSALS for CONTRACTED CONSULTANT PROPOSAL. Packets may be submitted up to but no later than TUESDAY, DECEMBER 9, 2025@ 1:30 P.M. for consideration. Submission should include one original with all necessary backup requested and a copy. Please note - Duplicate proposals will not be accepted during the same school year. Once a vendor has submitted a proposal, and the proposal has been approved by the board, they are considered a qualified vendor. Additional submissions will not be accepted unless there is a change in pricing or there has been changes or additions in bid categories a vendor can offer to the District. Qualified Vendors should ignore any additional bid proposal subscription acknowledgements or bid advertisements as these proposals are extended monthly for qualifying new vendors.

Submission Location: Alvin Independent School District
Purchasing, Bldg. D
Attn: Jennifer Ortiz
2200 Stapp Maxwell
Alvin, Texas 77511

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

Scope of Work:

Under the guidelines of the Texas School Law, any item(s) or services purchased with regards to a total aggregate in any given category over \$50,000 will be competitively bid. Alvin ISD is seeking Request for Proposal for our CONTRACTED SERVICES PROPOSAL under a one (1) year beginning the date the RFP is awarded by the board, with the option to renew for an additional two (2) year term if all parties are in agreement for a NON-EXCLUSIVE AWARD. A Non-Exclusive contract is one by which multiple vendors may be designated as vendors for the services covered under the terms of the contract for the duration of said contract. A NON-EXCLUSIVE AWARD is not guarantee that a vendor will be utilized for all or any of the services or products in which the vendor proposed.

Contracted Service Providers will be used on an as needed basis throughout the District to provide services to students and staff. The Commodity Codes included in this Proposal are outlined below but by no means are all the services required. See Proposal and Responsibilities for each service below as outlined on pages 31-36.

Duplicate proposals submitted during the same contract period will not be accepted unless pricing or services have changed.

BLDGSECURT	Building Security
CHARTERTRIP	Charter Bus Service & Travel Agent
CONSULTADMIN	Consulting Service - Administrative, Board Training, Facilitate Community Advisory Council
CONSULCHEER	Consulting and Training for Student Cheer and Team Building
CONSULHEALWELL	Personnel Health Wellness
CONSULTINSR	Insurance Consulting
CONSULTRAFF	Traffic Consulting - Design Service
CONSULTWEATHER	Weather Support & Consultation Service Including Tropicwatch and Stormwatch
DECORMTGSUP	Decorations Meeting and Supplies
DECOREVENTPLAN	Decorations & Event Planning to Include Balloon Arches & Decorations
FAACCOMPAMI	Fine Arts - Accompanist Services
FACHOREOGR	Fine Arts - Choreography Band/Drill/Color Guard, Music Tuning Band Visual Design

FACLINICIAN	Fine Arts - Professional Services - Not Otherwise Classified including Clinicians, Private Music Lessons, Clinic Choir; Consult with Directors
FACOSTUMES	Fine Arts - Costumes and Accessories to include Alterations
FAEQUPSRV	Fine Arts – Misc Fine Arts General Supplies/Equipment Repair Services
FAMUSPROD	Fine Arts - Music Production Services Video Streaming/Taping; Writing of Music; Percussion Tech
FAPIANOTUN	Fine Arts - Piano Tuning
FAPROFSTAFFDEV	Fine Arts Professional Staff Development
FATHEATSRV	Fine Arts - Theatrical Services – Lighting, Staging, Video Taping, - Video Taping, Provide Streaming and Archives
FINAUDIT	Accounting Services - Auditing, A/P Auditing
INSTTRAIN	Instructional Training for Testing /PSAT/SAT/ACT
INSTTRNSGGP	Classroom Instructional Training within a Single group, Video Conference, Kickstart, Communities in Schools
MNTCONSLAND	Landscape Consulting / Maintenance and Repairs
MNTGENEREPEP	Generator Maintenance Repairs and Services
NEWSWRITE	Newspapers Publications Advertising, Provide Athletic Reviews; Media Release
PHOTOGROUP	Photography Services
SECURITYSYS	Alarm Security & Surveillance Systems Installations & Monitoring
SERVASSEMBL & FFSERVASSEMBL	Assemblies – Student Programs; Theatre Groups; Authors Visits; Motivational Speaking; Student Training with Multi Groups in one setting and w/Federal Funds
SERVCALIBRATE	Equipment Maintenance & Repair to include Calibration
SERVDISCJOC	Disc Jockeys/Emcees - Music, uplighting, monogram, lasers, video, DJ services, party/prom set-up, Presentations/Entertainment/Educational
SERVJUDGES	Professional Services Judges - Auditions, Art Shows, Cheerleading, Sight Reading, Science Projects
SERVMEDIAMON	Media Monitoring
SERVRECMGMT	Records Management to Include Shredding
SERVSECGUARD	Security Guard Services
SERVTRANSLA	Translation Services
SERVTRANSPORT	Private Transport as Deemed Necessary for Student Transport
SPEDAUTISMED	Educational and Related Services for Students with Autism
SPEDBILASSM	Bilingual Assessment/Diagnosis or Evaluations
SPEDDIAGSER / FFSPEDDIAGSER	Diagnostician with or without Federal Funds
SPEDINHOME	In-Home/Parent Training Services
SPEDINTERPRET	Interpreting Services
SPEDLSSPSER / FFSPEDLSSPSER	Licensed Specialist in School Psychology with or without Federal Funds
SPEDMUSTHER	Music Therapy Services
SPEDNURSERV	Skilled Nursing Services
SPEDOMSERV	Orientation and Mobility Services
SPEDOTSERV	Occupational Therapy Services
SPEDPTSERV	Physical Therapy Services
SPEDSIGNSERV	Sign Language Interpreting
SPEDSPEECH / FFSPEDSPEECH	Speech Language Pathology Therapy/Evaluation Services with or without Federal Funds
SPEDVISSERV	Vision Services
SPEDVACCIN	Vaccination Program Services
STAFCONVO	General Staff Development - Convocations
STAFDEVCONSULT	Staff Development Consulting and Training; Meeting with staff to provide one on one training
STAFDEVINSTELEM / FFSTAFDEVINSTELEM	Staff Development Core Instructional Groups for Elementary with or without Federal Funds
STAFDEVINSTSEC	Staff Development Core Instructional Groups for Secondary
STAFDEVPROFLEAD	Staff Development Professional Leadership
STAFMOTIVAT / FFSTAFMOTIVAT	Staff Development – Motivational Team Building / Leadership with or without Federal Funds

STAFTRAININST / FF STAFTRAININST	Staff Development - Instructional Based Training with or without Federal Funds
STUDINCENT	Student Incentives – MoonWalks, Bounce Houses, Party Rentals
TECSERVICES / FFTECSERVICES	Data Processing, Computer Programming and Software Services with or without Federal Funds
TECTRNSERV	Computer Educational Training Services
TRANBODYFRA	Body and Frame Work (Including Undercoating)
TRANBUSMAINT	Buses School & Mass Transit, Maintenance & Repair
TRANGLASS	Glass Replacement a& Repair Services, Windshield and Window (Auto),(Including Window Tint)
TRANPAINT	Painting Vehicle
UILJUDGES	UIL Judges

Any services that will require or need to utilize materials, supplemental handouts, products or parts for their presentations or repairs services should also include the commodity code below along with their services commodity code. You can not use this contract for product only. It must be connected to a service performed.

SERVPRODUCTS	Products Associated with Services Performed
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This RFP shall remain active and open during the course of the year to allow for those Contracted services that were not included above to be evaluated at a later date if the need so arises.

In accordance with Texas Education Code Section 2254.003 Selection of Provider; Fees – Alvin ISD shall evaluate respondents and award as follows:

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

In addition, all Contracted service contract providers shall be required to comply with Texas Education Code Section 22.083, Access to Criminal History Records of Employees by Local and Regional Education. This requires that all contractors who come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. The cost for such background check and fingerprinting shall be the responsibility of the contractor. Additional information in regards to the process of the Fast Pass can be found on the AISD website under Contractor/Consultant Proposal.

New Proposal Procedures:

This Proposal has been extended through our Alvin ISD website. The proposal is located at www.alvinisd.net. Go to Departments and click, go to PURCHASING, click on Legal Ads – Current Proposals and finally, find the CONTRACTED SERVICES RFP. All purchases will be made under the guidelines of the Districts Standardized Terms and Conditions. The Standardized Terms and Conditions detail the proposal award process, purchase order processing, invoicing, and payment procedures of the district. Due to the Length of the Terms and Conditions, they have not been included in the proposal packets but may be accessed from the Website. We encourage you read and print this documentation as it will be utilized as guidance for all purchasing policies and procedures upon award of any term contract.

Contact Information:

For further information or questions in regards to the bidding process, contact Jennifer Ortiz, Contracts Specialist, jortiz@alvinisd.net or (281) 824-0567.

Dear Independent Contractor/Consultant:

Following is the Services Agreement (“Agreement”) between the Alvin Independent School District (“Alvin ISD” or “District”) and Independent Contractor/Consultant (“Contractor”) and all related forms and questionnaires which are required for Alvin ISD to enter into an agreement with Contractors.

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

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

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

If you have any questions, please contact Jennifer Ortiz, Contracts Specialist at 281-824-0567 or via e-mail at jortiz@alvinisd.net.

AGREEMENT PACKET CHECKLIST:

Document Name	Party Responsible for Completing
1. <input type="checkbox"/> Acknowledgement Receipt	Contractor – Complete & Return Required *If HUB vendor, copy of HUB Certification
2. <input type="checkbox"/> State of Texas Bid Requirement Page	Contractor - Complete & Return Required
3. <input type="checkbox"/> Consultant/Contractors Certification Form	Contractor - Complete & Return Required
4. <input type="checkbox"/> Debarment Form	Contractor - Complete & Return Required
5. <input type="checkbox"/> Form W-9	Contractor - Complete & Return Required
6. <input type="checkbox"/> Electronic Authorization Form	Contractor - Complete & Return Required
7. <input type="checkbox"/> Hold Harmless Agreement	Contractor - Complete & Return Required
8. <input type="checkbox"/> HB 1295Form	Contractor - Complete & Return Required
9. <input type="checkbox"/> Federal Compliance Guidelines	Contractor - Complete & Return Required
10. <input type="checkbox"/> EDGAR Certifications	Contractor - Complete & Return Required
11. <input type="checkbox"/> USDA Lobbying Certification Form	Contractor - Complete & Return Required
12. <input type="checkbox"/> Proposal & Questionnaire	Contractor - Complete & Return Required
13. <input type="checkbox"/> Conflict of Interest (Form CIQ)	If applicable, visit Alvin ISD Purchasing Federal Compliance website for form.
14. <input type="checkbox"/> Disclosure of Lobbying	If applicable, visit Alvin ISD Purchasing Federal Compliance website for form.

ACKNOWLEDGE RECEIPT OF
Request for Proposal (RFP)
CONTRACTED CONSULTANT PROPOSAL
#2601CCP - RFP

Your RFP May be submitted up to but no later than 1:30 P.M., TUESDAY, DECEMBER 9, 2025, for consideration. Submission should include one original with all necessary backup requested and a copy.

The undersigned agrees to fully comply in strict accordance with the specifications and provisions attached thereto for the amounts shown, for one (1) year beginning the date the RFP is awarded by the board, with the option to renew for an additional two (2) year term if all parties are in agreement. The undersigned also agrees to furnish all goods/services in accordance with the District Standardized Terms and Conditions attached hereto and included on this RFP documentation.

Date of Bid Proposal Submission: _____

Company Name

Signature of Representative Authorized to Sign Proposal Signer's Name (**Please Print**)

Title

Address

City

State

Zip

Phone Number

Fax Number

E Mail Address

VENDORS MUST RESPOND to the following questions in order for their proposal to be considered.

The State of Texas does not employ a resident preference; however, it does employ a reciprocity rule. Offerors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas. The offeror, operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a non-profit organization, () a joint venture, or () a corporation, registered for business in _____ (Country).

IS THE PRINCIPAL PLACE OF BUSINESS FOR "WHOM YOU REPRESENT" OR THE "PARENT COMPANY" OF "WHOM YOU REPRESENT" A RESIDENT OF TEXAS?

_____ YES

_____ NO

Address of principal place of business or parent company whom you represent (if different from above address information provided):

VENDOR INFORMATION:***(TO BE COMPLETED AND RETURNED BY VENDOR)***

This RFP will be awarded at the next board meeting. After which time, Purchase Orders will be distributed to the various vendors. To ensure prompt processing of orders, **please indicate your mailing address to remit Purchase Orders:**

_____ Company Name		_____ Contact Person
_____ Mailing Address		
_____ City	_____ State	_____ Zip
_____ Phone Number	_____ FAX Number	_____ Email Address

Upon receipt of orders, please indicate address to remit Payment (if different from above address):

_____ Company Name		_____ Contact Person
_____ Mailing Address		
_____ City	_____ State	_____ Zip
_____ Phone Number	_____ Fax Number	_____ Email Address

ELECTRONIC PO DELIVERY AND FUND TRANSFER:

Currently, our District is investigating ways to improve our Purchase order and payment processes to vendors. Does your company have the capabilities to receive Electronic Purchase Orders and EFT for payments?

YES _____ NO _____

If Yes, please indicate the following information and we will be in contact with your company in the near future.

Contact person name at your company that will assist in setting up the EFT _____

Phone Number _____ E-Mail Address _____

Reference Page:

All vendors will submit a list of at least two (2) education-related projects that would be representative of your firm's work related to this project. References will include contact name and telephone number. **RFPs submitted without two references May be disqualified from consideration.**

Total Number of school district clients in the past three years: _____

- A. _____
District _____
Contact Name _____ Phone Number _____
E-Mail Address _____
Project Description/ Services Provided _____
- B. _____
District _____
Contact Name _____ Phone Number _____
E-Mail Address _____
Project Description/Services Provided _____

Pursuant of 2CFR §200.321 Are you a HUB Vendor, YES _____ NO _____. If yes, submit Certificate with this proposal packet.

- State of Texas Bid Requirement Page -

(Must sign acknowledgement below and identify exceptions)

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

VENDOR NON-COLLUSIVE BIDDING

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

- a) This proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor.
- c) No attempt has been or will be made to induce my other person, partnership or corporation to submit or not to submit a bid or proposal.
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the Statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

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

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

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History of Contractor states:

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

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

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

Details of Conviction(s): _____

INSURANCE REQUIREMENTS – REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY

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

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

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

Acknowledgment by Signature

Printed Name

Date

Consultant/Contractors Certification Form

Introduction:

Texas Education Code Chapter 22 and Senate Bill 9 require service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Contractors must comply with Texas Education Code, Section 22.0834, regarding the Criminal History Record Information Review of Certain Contract Employees. Before work on this contract begins, Contractors shall have all employees that will be performing services at the district, fingerprinted through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The DISTRICT WILL obtain criminal history record information before employing or securing the services of the CONTRACTOR or applicant that has or will have direct contact with students. The contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by the Texas law, from District property or the location where students are present.

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

Definitions:

Covered contractors All employees of a contractor who have or will have work duties that have been or will be performed on District property DURING THE TIME STUDENTS ARE SCHEDULED TO BE ON THE PROPERTY related to the service to be performed at the District and WILL HAVE ACCESS TO THE FACILITIES IN WHICH STUDENTS ARE IN OCCUPANCY. The District will be the final arbiter of what constitutes direct contact with students.

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

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

AND ***MANDATORY DATA FOR INQUIRY:** *Date of Birth _____
*Driver's License # _____ or * State ID _____
*TxDPS SID # _____ (FACT Clearinghouse State assigned ID number)

-Or-

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

- (1) By providing a release along with the names, Texas drivers license number and the date of birth of each any every employee, that will perform services on district property, the Contractor will make available for the District's inspection, the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

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

Date: _____

Company Name (If Contractor / Company): _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Phone: _____ **Fax:** _____

E-mail Address: _____

Authorized Signature: _____

Return Completed and Signed Contractor Certification Form with Backup and Contracted Service Contract to:

**Alvin ISD Purchasing Department
Attn: Jennifer Ortiz
2200 Stapp Maxwell
Alvin, Texas 77511
Phone 281-245-2430
jortiz@alvinisd.net**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1.) By signing and submitting this form, the prospective lower tier participant (*vendor submitting proposal*) is providing the certification set out below in accordance with these instructions. 2.) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (*vendor submitting proposal*) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3.) The prospective lower tier participant (*vendor submitting proposal*) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (*vendor submitting proposal*) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4.) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. <https://www.federalregister.gov/articles/2011/07/19/2011-17429/nonprocurement-debarment-and-suspension> 5.) The prospective lower tier participant (*vendor submitting proposal*) agrees by submitting this form that, should the proposed covered transaction (*contract*) be entered into, it shall not knowingly enter into any lower tier covered transaction (*contract*) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction (*contract*), unless authorized by the department or agency with which this transaction originated. 6.) The prospective lower tier participant (*vendor submitting proposal*) further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions (*contract*) and in all solicitations for lower tier covered transactions (*contract*). 7.) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (*contract*) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List. 8.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9.) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction (*contract*) with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ABOVE)

(1) The prospective lower tier participant (vendor submitting proposal) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant (vendor submitting proposal) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Name and Title of Authorized Representative

Authorized Signature

Date (mm/dd/yyyy)

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person	Date
	<div></div>	<div></div>

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



ELECTRONIC AUTHORIZATION FORM FOR APPROVED AWARDED VENDORS

****Attach voided check or provide a bank letter
With ACH Routing number & Account information****

New-Add Request

☐

Change-Existing Account Information

☐

Alvin ISD is now going Green with their Munis Finance System. By submission of this form, we can now email copies of purchase orders to company sales representatives. We can also send electronic fund transfer directly to a checking or savings account as well as send receipt of your EFT. You have the option to do BOTH or start out with just PO emails to your company. We will also use this form for any changes to your vendor profiles. **(PRINT THE FOLLOWING INFORMATION ALL SPACES NEED TO BE COMPLETED)**

Company Name : _____

COMPLETE COMPANY INFORMATION IF YOU ARE REQUESTING PURCHASE ORDER SENT ELECTRONICALLY.

COMPANY ADDRESS	
CITY, STATE, ZIP CODE	
PRINT NAME AND TITLE	
CONTACT PHONE NUMBER	
EMAIL (PRIMARY)	
EMAIL (SECONDARY)	

*I authorize Alvin ISD to deposit my payment from the Alvin ISD to my financial institution electronically. I understand that the Alvin ISD will reverse any payments made to my account in error. I further understand that the Alvin ISD will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.) I also understand cancellation of electronic payment must be submitted in writing to Alvin ISD.

COMPLETE BANKING INFORMATION IF YOU ARE REQUESTING EFT PAYMENT (ELECTRONIC FUNDS TRANSFER.)

COMPANY NAME	
FEDERAL ID# OR SSN#	
BANK NAME	
BANK ROUTING NUMBER	
CHECKING ACCT.#	
SAVING ACCT. #	

I RECOGNIZE THAT IF I FAIL TO PROVIDE COMPLETE AND ACCURATE INFORMATION ON THIS AUTHORIZATION FORM, THE PROCESSING OF THE FORM MAY BE DELAYED OR THAT MY PO'S OR PAYMENTS MAY BE ERRONEOUSLY TRANSFERRED ELECTRONICALLY.

Authorized Signature

Date

Printed Name

12 | Page
Title

ALVIN ISD

Request for Proposal (RFP)

(TO BE COMPLETED AND RETURNED BY VENDOR)

Hold Harmless Agreement

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

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

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

DATED THIS _____ DAY OF _____, 20__.

Contractor:

Company Name

Name of Representative (Print)

Signature of Representative

House Bill 1295

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

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

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after **January 1, 2018**. The changes exempt certain businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Detailed Instructions for Compliance with HB1295

VENDOR'S Responsibility for Compliance:

- 1) Go to the Ethics Commission Website using the following link to register and complete FORM 1295 - Certificate of Interest Parties Electronic Filing Application:
<https://prd.tecprd.ethicsefile.com/TECCertInt/pages/login/certLogin.jsf>
Proposers must complete the filing application Form 1295 electronically with the Texas Ethics Commission using their online filing application. Click here to hyperlink to the form: [Texas Ethics Commission Form 1295](#)
As a "business entity," all vendors must electronically complete, print, sign and submit Form 1295 with their proposals or contracts even if there are no conflicting interested parties within the district unless:

Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018:

- (1) a sponsored research contract of an institution of higher education;
 - (2) an interagency contract of a state agency or an institution of higher education;
 - (3) a contract related to health and human services if:
 - (a) the value of the contract cannot be determined at the time the contract is executed; and
 - (b) any qualified vendor is eligible for the contract;
 - (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
 - (5) a contract with an electric utility, as that term is defined by [Section 31.002, Utilities Code](#);* or
 - (6) a contract with a gas utility, as that term is defined by [Section 121.001, Utilities Code](#).*
- 2) Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number
 - 3) The Form 1295 must be signed by an authorized agent of the business entity as "Unsworn Declaration"
 - 4) Send a copy of the form via email or fax to the Purchasing Dept -Attn: Jennifer Ortiz, jortiz@alvinisd.net The fax number for our Purchasing Department is 281-585-4567.

ADDITIONAL NOTATION: The Form 1295 must be completed for every contract entered into with Alvin ISD that will be awarded by the board.

Alvin ISD Responsibility for Compliance:

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

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

Additional Information to Help Clarify HB1295:

- Should you have questions, concerns or require additional information, please contact the Texas Ethics Commission at 512-463-5800; their office hours are from 8:00 am to 5:00 pm Monday through Friday.
- For questions submitting Form 1295 to Alvin ISD:
 - Contact Jennifer Ortiz at 281-245-2430, or by email at jortiz@alvinisd.net.
 - You May fax your signed copy to 281-585-4567

****** Alvin ISD is not required at this time to keep the original documentation; therefore, it can be scanned electronically and received by email or by fax to the Purchasing Department or submitted with proposal documentation.

****** HB1295 affects all Government Entities entering into contracts whereby their Board of Trustees awards the contracts. Therefore, should you enter into any other contracts with other school districts, universities, colleges, or government municipalities be prepared to complete this form for their contracts as well.

Definitions Utilized for Completing Form 1295 include:

“Interested Party” means a person:

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

“Business Entity” means an entity:

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

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

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

“Controlling Interest” means a person:

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



FEDERAL COMPLIANCE GUIDELINES FOR THE USE OF FEDERAL FUNDS

Alvin ISD has elected to solicit pricing from Qualifying Vendors, Awarded Proposals Vendors and/or Cooperative Vendors as set forth under the requirements of the Code of Federal Regulations (CFR) Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. (2 CFR §200).

Following these federal requirements will allow for federal funds, entrusted to Alvin ISD, to be used to make purchases through the anticipated contract(s). The CFR is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. The CFR may change during the term of the contract and the supplier may be required to make adjustments as necessary.

It is necessary for the supplier to certify and agree that they, as a company, understand and comply with all applicable areas identified below and included with this attachment. Some of the areas may not be applicable to this solicitation and it is the supplier's sole responsibility to identify which areas are appropriate for the solicitation. Failure to affirm and agree to these requirements may, at Alvin ISD's discretion, disqualify the associated response to this solicitation or limit the use of the awarded contract based on the funding source.

Alvin ISD reserves the right, at any time within the contract term, to require an awarded supplier to reaffirm, sign and resubmit proper documentation stating their company is not debarred, or if any other circumstances change related to the original response.

The following terms are applicable to all solicitations:

1. **General.** Included for all solicitations regardless of type of specialty.

1.1 ***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 Excluded Parties List System in the System of Award Management (SAM), in accordance with the OBM 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" The Excluded Parties Listed System in SAM (sam.gov) 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. Prior to award, Alvin ISD will verify that the supplier is not currently listed as debarred by the Federal government. If the supplier is found to be on the Federal debarment list, Alvin ISD, at its sole option, may elect to not award to the supplier. If awarded, and during the contract term, the supplier becomes debarred, the supplier must notify Alvin ISD within five (5) Alvin ISD business days of the debarment. Alvin ISD, at its sole judgement, may elect to cancel the associated contract or limit the contract to non-federal funds. Such judgement will be done in writing within twenty (20) Alvin ISD business days. During this assessment period, no contract orders can be placed by Alvin ISD using federal funds.

1.2 ***Conflict of Interest. 2 CFR 200.318(c)(1)*** states that Alvin ISD must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contract. No employee, officer, or agent may participate in the selection, award, and administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the contract awarded to a specific supplier. The officers, employees, and agents of Alvin ISD may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, Alvin ISD may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited

FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS COMPLETE PAGE WITH PROPOSAL - Does vendor certify? Yes _____ Initials of Authorized Representative of Vendor

item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Alvin ISD. It is the responsibility for the supplier to identify and make Alvin ISD aware of any potential conflicts of interest that exist between their company and Alvin ISD. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be cancelled based on cause.

- 1.3 **HUB Certification.** Pursuant of 2 CFR 200.321. Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) entities are encouraged to **attach a copy of the HUB Certification** when responding to this proposal invitation. This information will be included in the vendor profiles and may be used for consideration of purchase(s).

- 1.4 **Termination for Cause.** All federal contracts, in excess of \$10,000, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. As per Alvin ISD terms and conditions outlined within proposals, and/or purchase orders, Alvin ISD does not have a threshold, all contracts for any amount may be terminated for cause.

2. **Small Purchases (2 CFR 200.320).** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the *Simplified Acquisition Threshold (SAT)*.

- 2.1 If small purchase procedures are used, price and rate quotations must be obtained from an adequate number of qualified sources. Specifically for multiple award catalog-based or non-identifiable pricing based on a percentage off catalog, Alvin ISD may be required to submit a request for quotation from the contracted vendors for the purpose of meeting the competitive bidding requirements of this section.

3. **Large Purchases.** For individual purchases that exceed the *Simplified Acquisition Threshold*.

- 3.1 *Simplified Acquisition Threshold Contracts* for more than the Simplified Acquisition Threshold (SA) currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C. 1980, 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. In any case, contracts in excess of the state's or state agency threshold must address the foregoing. Any purchase that meets or exceeds the SAT threshold will require additional cost/price analysis by Alvin ISD. The supplier may be required to provide additional documentation to support this requirement based on the federal requirements at the time of the purchase.

- 3.2 *Cost Analysis/Negotiation of Profit (2 CFR 200.323).* For contracts over the SAT, Alvin ISD must negotiate profit as a separate element of the price for each contract in which there is no price competition, including solicitations that received only one viable response. In all cases, a cost analysis is to be performed by Alvin ISD. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- 3.3 *Supplier Violation or Breach of Contract Terms.* For contract awards valued at or greater than the SAT, Alvin ISD 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. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS COMPLETE PAGE WITH PROPOSAL - Does vendor certify? Yes _____ Initials of Authorized Representative of Vendor	
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4. CERTIFICATIONS REQUIRED UNDER FEDERAL CONTRACT PROVISIONS (2 CFR 200.326)

- 4.1** The following pages contain the required Contract Provisions that must be certified by the vendor of use with Federal Contracts. By initialing the following statements, you Certify your Company will hold true to these provisions for the duration of the proposal.
- 4.2** It is the responsibility for the supplier to identify and make Alvin ISD aware of any potential changes that exist between their company and Alvin ISD. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be cancelled based on cause.

FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS COMPLETE PAGE WITH PROPOSAL - Does vendor certify? Yes _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS
Addendum FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

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

CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Alvin ISD or any other school district, in obtaining a new job if the Vendor knows, or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. See Alvin ISD Policy CJ (Legal) and (Local).

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 ALVIN ISD expends federal funds, ALVIN 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 certify? 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 affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when ALVIN ISD expends federal funds, ALVIN 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. ALVIN ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if ALVIN ISD believes, in its sole discretion that it is in the best interest of ALVIN ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by ALVIN ISD as of the termination date if the contract is terminated for convenience of ALVIN ISD. Any award under this procurement process is not exclusive and ALVIN ISD reserves the right to purchase goods and services from other vendors when it is in ALVIN ISD’s best interest.

Does vendor certify? 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 ALVIN ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

Does vendor certify? 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 ALVIN ISD, Vendor certifies that during the term of an award for all contracts by ALVIN ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor certify? 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 ALVIN ISD, Vendor certifies that during the term of an award for all contracts by ALVIN ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

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

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

Does vendor certify? 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 ALVIN ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by ALVIN 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:

- a) 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.
- b) 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.
- c) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

(J) Procurement of Recovered Materials – When federal funds are expended by Alvin ISD and their contractors, they must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 4 CFR part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level competition, where the purchase price of the items exceeds \$10,000, or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by Alvin ISD, as required by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §6962 (c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for the EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds –

Pursuant to Federal Rule (K) 2 CFR §200.321 – When federal funds are expended by Alvin ISD, Vendor is required to take all affirmative steps set forth in 2 CFR§200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by Alvin ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor will be in compliance with all applicable standards , orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40CFR Part 15.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Alvin 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 (Pub. L. 94-163, 89 Stat. 871).

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

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

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

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

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidder must complete and submit with the bid the following affidavit:

I, the undersigned vendor do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

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

CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS LICENSING OR REGULATIONS

Vendor certifies under penalty of perjury that with its response to this procurement, that all required applicable local, state and federal health and safety certifications, licensing or regulations, which include, but are not limited, to facility use, food establishment and authorized providers are in good standing and current.

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

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL
GOVT. CODE 808 (HB 89) & GOVT. CODE 2252 (SB252)**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

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: _____

**U.S. Department of Agriculture Lobbying
Certification Regarding Lobbying Form**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000.00 in 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 to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 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 in connection with the award 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 influence or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of 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.**
(Form not included in this packet but can be accessed through Purchasing Federal Compliance Website and must be completed and submitted IF APPLICABLE).
- (1) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000.00 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of Company

Address of Company

Name / Title of Authorized Individual

Signature

FEDERAL COMPLIANCE - REQUIRED FORM OF UNDERSTANDING – RETURN THIS COMPLETE PAGE WITH PROPOSAL - Does vendor certify? Yes _____ Initials of Authorized Representative of Vendor

Request for Proposal (RFP)
CONTRACTED SERVICES PROPOSAL
(TO BE COMPLETED AND RETURNED BY VENDOR)

Proposal and Questionnaire

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

1. Check your highest level of education completed and include copy of diploma (if applicable):

- ☐ Bachelor's degree
☐ Postgraduate work
☐ Master's degree
☐ Ph.D./Ed.D.
☐ Other, specify _____

2. List relevant certifications (attach copies) (if applicable):

3. Have current valid licenses been included with your qualification package(if applicable)? Yes / No.

4. **Scope of Services:** The District and the Contractor agree and covenant that for the purpose of this Agreement, the Contractor shall perform the services described below. If preferred, Contractor May provide a typed document detailing the services to be provided and shall title the document appropriately (e.g. Exhibit A – Scope of Services) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

Description of Services (if Attachment provided, please indicate, “Refer to Exhibit A”, etc.):

Commodity Code _____

Please refer to Cover page for available Codes included in this Proposal

5. **Fees:** As full compensation for the services provided, District will make payment upon satisfactory completion of services in an annual amount **NOT TO EXCEED** _____ inclusive of all fees **and** allowable expenses. Compensation for services rendered shall be based on the following rates or in accordance with the following terms:

☐ **FIXED FEE** of \$ _____ for a **total annual contract amount** of \$ _____.

OR

☐ **DAILY RATE** of \$ _____ per day for _____ days for a **total annual contract amount** of \$ _____.

OR

- ☐ **HOURLY RATE** of \$ _____ per hour for _____ hours for a **total annual contract amount** of \$ _____.

OR

- ☐ **IF PREFERRED**, Contractor May provide a typed document detailing the applicable fees and shall title the document appropriately (e.g. Exhibit C – Fee Schedule) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

If the annual agreement is valued over \$75,000, Board approval is required every year of the agreement.

6. The District is not responsible for mileage reimbursement;
- The District does not pay overtime;
 - Contractor will not be paid for holidays;
 - Contractor May not work extra hours to make up for a holiday;

Upon completion of Agreement, Contractor is required to turn in all completed and pending documents during a scheduled exit interview, including ID badge and other District property such as testing materials and folders, if applicable. Contractor May provide a typed document detailing the applicable fees and shall title the document appropriately (e.g. Exhibit B – Fee Schedule) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

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7. **Materials, Publications and Support Document:** to include training manuals and/or flyers provided for scope of services provided to the District. If preferred, Contractor May provide a typed document detailing the applicable materials, publications etc., and shall title the document appropriately (e.g. Exhibit C – Materials & Publications) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.
8. Tell us any other information that sets your company or services apart from others that we will be evaluating (i.e. special training, certification, credentials, methodologies, testing etc.)?

-
-
9. Deviations:
-
-

10. Multi-Year Agreements and Allocation/Allotment of Funds:

- When federal funds will be used to procure Services, a multi-year agreement is not authorized. Otherwise, the District May enter into a multi-year agreement for Services to be provided by Contractor beyond the first fiscal school year covered by this Agreement.
 - What is the anticipated dollar amount for this year? _____
 - Do you anticipate being an Approved Vendor for the next Fiscal year? _____

Services to be rendered by Contractor in years subsequent to the first fiscal school year will depend upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Education of Alvin ISD (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, Alvin ISD May terminate this Agreement without further duty or obligation under this Agreement. Vendor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Alvin ISD.

- The District’s fiscal school year extends from July 1 to June 30.
- Multi-year agreements shall not exceed three (3) fiscal school years. At the end of a multi-year engagement, a new Agreement shall be executed to continue Services by the Contractor beyond the initial multi-year term.
- Under a multi-year Agreement, authorization for Contractor to provide Services must be evidenced by a separate District Purchase Order for each fiscal school year in which Services are to be rendered. Purchase Orders are to be issued by the District at the start of the fiscal school year in which Services are to be rendered by Contractor for that fiscal school year. If a P.O. is not issued for a consecutive year, the Agreement shall be considered terminated.

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

Company Name

Authorized Signature

Date

Request for Proposal (RFP)

CONTRACTED CONSULTANT PROPOSAL

SPECIFICATIONS AND CONDITIONS:

1. Consultant Services will be contracted on an as needed basis. A NON-EXCLUSIVE AWARD is not a guarantee of purchase of products or services.
2. Payment Terms & Invoicing: Payment for Services by the Contractor shall be made within thirty (30) calendar days from receipt of invoice. Invoices shall be submitted by Contractor only after Services have been rendered. Contractor's invoice shall reference the respective District Purchase Order number.
3. All services must reflect a purchase order number. Do not mix purchase orders on a single invoice. Should discrepancies occur concerning pricing, the entire invoice shall be credited and a correct invoice mailed within fifteen (15) working days.
4. Contractor shall indemnify, defend, and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Proposer, its officers, agents or employees, in performance of contract.
5. The proposer shall retain any books, documents, papers, and records, which are directly pertinent to the contract. The proposer shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives, for a period of five (5) years following the termination of the contract.
6. The District May conduct on-site visits, as needed, with no prior notification to provider, to ensure that all specifications and conditions, set forth in this proposal are adhered to.
7. No right or interest in this contract shall be assigned or delegation of any obligation made by the Proposer without the written permission of the District. Any attempted assignment or delegation by the contractor shall be void and totally ineffective for all-purposes unless make in conformity with this paragraph.
8. Any deviations should be clearly specified under this proposal.
9. This contract can be modified only by written agreement signed by both of the parties or their duly authorized agents.
10. A Hold Harmless Agreement is included with these specifications and should be signed and returned with proposal. Failure to submit a signed Hold Harmless Agreement with the Proposal May also result in the disqualification of the proposal.
11. A Conflict of Interest Disclosure should be signed and returned with the proposal. Failure to submit a completed and signed Conflict of Interest Disclosure May result in the disqualification of the proposal.
12. Alvin ISD reserves the right to terminate this contract including, but not limited to, non performance with thirty (30) days written notice and justification. Vendor shall have the right to cancel the contract subject to Alvin ISD approval at any time on thirty (30) days written notice and justification. In the event of any actual contract cancellation, Alvin ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.
13. Alvin ISD reserves the right to accept or reject any or all quotations and/or RFPs and to waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply an acceptance or rejection of any offer.
14. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waive or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
15. Both parties agree that venue for any litigation arising from this contract shall lie in Alvin, Brazoria County, Texas.

16. Relationship of Parties: Alvin ISD and Contractor acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the Services referenced in this Agreement. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually, or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. This Agreement does not create a joint vendor or business partnership under Texas Law.
17. Payroll Taxes: The Contractor is solely responsible for paying both State and Federal payroll taxes for payments received from the District. These payroll taxes include, but are not limited to, federal income tax, Social Security and Medicare taxes.
18. Insurance/Indemnity: The District and the Contractor agree and covenant the Contractor is employed as an independent contractor and the District shall be in no way responsible for carrying group insurance, workmen's compensation insurance, unemployment compensation insurance or any other plans adopted for the employees of the District. Regardless of any insurance requirement, Contractor shall indemnify, hold harmless, and defend the District from any claims, liability, loss, and damages, including consequential damages and attorney's fees, arising from any acts or omissions of the Contractor or the Contractor's agents or subcontractors.
19. It is understood and agreed that the School District reserves the right to increase or decrease quantities of product or services or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified and subsequent thereto. Quantities for product or services identified in proposal documents are only estimated and are subject to change upon final counts of enrollment, identified need or available funds of the district.
20. PLEASE NOTE CAREFULLY – in submitting proposals, give complete information in spaces provided, otherwise your proposal May not be considered. In evaluating qualified proposals, the following considerations will be taken into account for award recommendations: Price, overall quality and value to the District, suitability for the intended use, and probability of continuous availability, vendor's service and delivery capabilities. It is not the policy of Alvin ISD to purchase on the basis of low bids alone, but what is most advantageous to the school district.
21. In the event any article, including but not limited to materials or services, to be sold or delivered hereunder is covered by any patent copyright, trade-mark, or application the seller shall indemnify and hold harmless the School District from any and all loss, cost, expenses and legal fees on the account of any claims, legal actions, or judgements on account of manufacture , sales or use of such article in violation of infringement or the lack of rights under such patent, copyright or application.

Federal Programs Contracted Services – Proposal and Responsibilities to the District:

1. *Speech Language Pathology Therapy/Evaluation Services*

Proposal:

- Master's degree with major in speech pathology required
- Texas licensure in Speech Language Pathology required
- Clinical Certificate of Competence, preferred
- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students with speech impairments
- Conduct ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas to provide speech therapy services
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

2. *Occupational Therapy Services*

Proposal:

- Bachelor's degree required, Master's preferred
- Licensure by Texas Board of Occupational Therapy Examiners
- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students who require occupational therapy as a related service
- Participate in ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas to provide occupational therapy services
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

3. *Physical Therapy Services*

Proposal:

- Bachelor's degree required, Master's preferred
- Licensure by Texas Board of Physical Therapy Examiners
- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students who require physical therapy as a related service
- Participate in ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas to provide physical therapy services
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

4. Music Therapy Services

Proposal:

- Bachelor's degree required, Master's preferred
- Licensure by Certification Board for Music Therapists, Inc.
- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students who require music therapy as a related service
- Participate in ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas to provide music therapy services
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

5. Licensed Specialist in School Psychology

Proposal:

- Master's degree with major in school psychology required
- Texas licensure in Licensed Specialist in School Psychology required
- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students with disabilities
- Conduct ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas as a Licensed Specialist in School Psychology
- Maintain confidentiality according to FERPA guidelines

- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

6. *Diagnostician*

Proposal:

- Master's degree with major in educational diagnostician
- SBEC licensure of Educational Diagnostician
- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students with disabilities
- Conduct ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Submit documentation that provider is fully certified in the state as an educational diagnostician
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

7. *Orientation and Mobility Services*

Proposal:

- Bachelor's degree required, Master's preferred
- Licensure by Texas Board of Occupational Therapy Examiners
- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students who require orientation and mobility as a related service
- Participate in ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas to provide orientation and mobility services
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

8. *Vision Services*

Proposal:

- Bachelor's degree required, Master's preferred
- Licensure by State Board of Education – Certified Teacher of the Visually Impaired (CTVI)

- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students who are visually impaired
- Participate in ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas as a Certified Teacher of the Visually Impaired
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

9. Skilled Nursing Services

Proposal:

- Registered nurses and licensed practical nurses shall possess a current valid license issued by the state of Texas
- One year of experience, preferably in pediatrics
- School-based experience preferred

Responsibilities:

- Furnish necessary personnel and supervision to perform nursing services as requested
- Provide services in conformance with the accepted methods and practices in strict compliance with all local and state codes, ordinances, laws, and policies
- Maintain appropriate attire and professional demeanor at all times
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22)
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

10. Sign Language Interpreting

Proposal:

- Minimum 48 college hours, Bachelor's degree preferred
- Minimum Level 1 Interpreter Certification by Texas Commission for the Deaf or Registry for the Deaf
- Working knowledge of the code of ethics established by the Registry of Interpreters for the Deaf (RID) and endorsed by the Texas Commission for the Deaf and Hard of Hearing (TCDHH)
- School-based experience preferred

Responsibilities:

- Interpret/transliterate for students with hearing impairments in instructional settings
- Prepare for interpreting assignments by previewing subject matter and applicable sign language vocabulary
- Participate as a member of the educational team by providing input regarding student progress and performance

- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22)
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

11. In-Home/Parent Training Services

Proposal:

- Texas Teacher Certification in any area of Federal Programs Contracted Services or Licensed Specialist in School Psychology (LSSP) licensure
- Working knowledge of applied behavior analysis, visual supports and other research-based methodologies
- Experience working with students with autism and related disorders

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students who required in-home/parent training as a related service
- Participate in ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas with a Federal Programs Contracted Services endorsement or holds LSSP licensure
- Participate as a member of the educational team by providing input regarding student progress and performance
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22)
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

12. Staff Development/Training Services

Proposal:

- Dependent upon nature/type of training

Responsibilities:

- Provide staff development/training as directed by the Assistant Superintendent of Federal and Special Programs
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22), if working directly or indirectly with students
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

13. Interpreting Services

Proposal:

- Fluent in both English and designated second language
- School-based experience preferred

Responsibilities:

- Interpret for students/parents during evaluations, ARD/IEP meetings, teacher/parent meetings, etc.
- Prepare for interpreting assignments by previewing subject matter
- Maintain confidentiality according to FERPA guidelines
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

14. Bilingual Assessment/ Diagnosis or Evaluations

a. Speech Language Pathology Services

Proposal:

- Master's degree with major in speech pathology required
- Texas licensure in Speech Language Pathology required
- Clinical Certificate of Competence, preferred
- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students with speech impairments
- Conduct ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas to provide speech therapy services
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA
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b. Bilingual - Licensed Specialist in School Psychology

Proposal:

- Master's degree with major in school psychology required
- Texas licensure in Licensed Specialist in School Psychology required
- School-based experience preferred

Responsibilities:

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students with disabilities
- Conduct ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas as a Licensed Specialist in School Psychology
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22).
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA