



ANGLETON INDEPENDENT SCHOOL DISTRICT BUSINESS & FINANCE DEPARTMENT

Issue Date: July 22, 2022

Request for Proposals (RFP) *RFP # 23-02-SPED – CONTRACTED SERVICES PROPOSAL*

Angleton Independent School District will be accepting sealed REQUESTS FOR PROPOSALS for SPED CONTRACTED SERVICES. Submission should include one original with all necessary backup requested and a copy. Proposals must be received no later than the 8th day of the month for approval at the Monthly Board meeting.

Submission Location: Angleton Independent School District
Administration Bldg., Business and Finance Dept.
Attn: Toni Dozier
1900 N. Downing
Angleton, Texas 77515

➡ **Telephone, electronic or fax proposals are not considered legal documents; therefore, ORIGINAL signed documentation must be submitted to Business & Finance 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. Angleton ISD is seeking Request for Proposal for our RFP #23-02-SPED CONTRACTED SERVICES under a one (1) year beginning the date the RFP is awarded by the board, with the option to renew for two additional one (1) year terms 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.

Contracted Service Providers will be used on an as needed basis throughout the District to provide services to students and staff. The services included in this Proposal are outlined below but by no means are all the products & services required.

- * SPED – Educational and Related Services for Students with Autism
- * SPED – Bilingual Assessment/Diagnosis or Evaluations
- * SPED – Diagnostician
- * SPED – In-Home/Parent Training Services
- * SPED – Interpreting Services
- * SPED – Licensed Specialist in School Psychology
- * SPED – Music Therapy Services
- * SPED – Skilled Nursing Services
- * SPED – Orientation and Mobility Services
- * SPED – Occupational Therapy Services
- * SPED – Physical Therapy Services
- * SPED – Sign Language Interpreting
- * SPED – Speech Language Pathology Therapy / Evaluation Services
- * SPED – Vision Services
- * SPED – Vaccination Program Services

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. Proposals will be opened as received. Proposal information will not be read aloud nor disclosed in any other manner until award is granted.

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

- On the basis of demonstrated competence and ability 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.

New Proposal Procedures:

This Proposal has been extended through our Angleton ISD website. The proposal is located at www.angletonisd.net. Go to *DEPARTMENTS* and click, go to *BUSINESS & FINANCE*, click on *Vendor BIDS, RFPS, RFQS* and finally find *RFP # 23-02-SPED CONTRACTED SERVICES PROPOSAL*. All purchases will be made under the guidelines of the Districts Standard Terms and Conditions. The Standard 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 in the same location on the website. We encourage you to 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 Toni Dozier, Business & Finance Department at (979) 864-8042.



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

AGREEMENT PACKET CHECKLIST:

Document Name	Party Responsible for Completing
1. <input type="checkbox"/> Acknowledgement Receipt	Contractor – Complete & Return Required
2. <input type="checkbox"/> New Vendor Information page	Contractor – Complete & Return Required *If HUB vendor, copy of HUB Certification
3. <input type="checkbox"/> References	Contractor – Complete & Return Required
4. <input type="checkbox"/> State of Texas Bid Requirement Page	Contractor – Complete & Return Required
4a. <input type="checkbox"/> Certification of Liability Insurance	Any services provided on AISD property must include a copy of their Certificate of Liability Insurance with Proposal Packet
5. <input type="checkbox"/> Consultant/Contractors Certification Form	Contractor- Complete & Return Required * If not providing a service mark “B” on the first page, complete and sign lower portion on second page as acknowledgement
6. <input type="checkbox"/> Certification Regarding Debarment Form	Contractor – Complete & Return Required
7. <input type="checkbox"/> Form W-9	Contractor – Complete & Return Required
8. <input type="checkbox"/> Preferred Method of Payment & ACH Authorization	Contractor – Complete & Return Required
9. <input type="checkbox"/> Hold Harmless Agreement	Contractor- Complete & Return Required * If not providing service indicate N/A
10. <input type="checkbox"/> HB 1295 Form	Contractor – Complete & Return Required *See additional instructions for clarity
11. <input type="checkbox"/> Release of Information	Contractor – Complete & Return Required
12. <input type="checkbox"/> Federal Purchasing & Other Requirement Forms	Contractor – Complete & Return Required
13. <input type="checkbox"/> ARMS/EDGAR Forms	Contractor – Complete & Return Required
14. <input type="checkbox"/> USDA Lobbying Certification Form	Contractor – Complete & Return Required
15. <input type="checkbox"/> Disclosure of Lobbying	Contractor – Complete & Return Required
16. <input type="checkbox"/> Conflict of Interest Questionnaire (Form CIQ)	Contractor – Complete & Return Required
17. <input type="checkbox"/> Proposal and Questionnaire	Contractor – Complete & Return Required

Incomplete documents may result in bid disqualification.

If you have any questions, please contact Toni Dozier, Business & Finance Department at (979) 864-8042.



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

ACKNOWLEDGE RECEIPT OF
Request for Proposal (RFP)
RFP # 23-02-SPED CONTRACTED SERVICES PROPOSAL

Your RFP may be submitted up to but no later than the 8th of each month, for approval at the monthly Board meeting. Submission should include one original with all necessary backup requested.

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 found on our district website at <https://www.angletonisd.net/Page/1146>.

Vendor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

RFP Submission Date: _____

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. Vendors 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 vendor, 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):

**ANGLETON ISD
VENDOR INFORMATION**

ANGLETON ISD INFORMATION: Please provide the following information for the AISD employee that requested your service or supply:

CAMPUS/DEPARTMENT: _____

NAME: _____

WHAT SERVICE/SUPPLY HAS BEEN REQUESTED: _____

GENERAL INFORMATION: Provide the following information regarding the vendor.

Company Name: _____

DBA (if applicable): _____

Physical address: _____

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

Main Telephone No.: _____ **Fax No.:** _____

Website: _____

ACCOUNT REPRESENTATIVE: List the account representative information that will service the District's account.

Name and Title: _____

Address (if different): _____

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

Telephone No.: _____ **Fax No.:** _____

Email Address: _____

REMITTANCE INFORMATION: Provide the following information regarding the remittance address and representative for any issues with payments.

Name and Title: _____

Address (if different): _____

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

Telephone No.: _____ **Fax No.:** _____

Email Address: _____

PURCHASE ORDER INFORMATION: Please specify the correct information that should be used for all purchase orders submitted by the District. **ALL PURCHASES MUST BE MADE WITH AN APPROVED DISTRICT PURCHASE ORDER OR DISTRICT CHECK.** AISD will not be responsible for orders without one of the approved methods of payment listed.

Legal Business Name:_____

Address:_____

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

Telephone No.:_____ **Fax No.:**_____

Email address:_____

Preferred Method for receiving Purchase Orders: check one.

Email:_____

Fax:_____

PURCHASING CO-OPERATIVE INFORMATION: Please provide the following information for the Business' purchasing co-operative contracts THAT WILL BE USED FOR THE MAJORITY OF AISD'S SERVICES/PURCHASES.

CO-OP	CONTRACT(S) # AND TITLE(S)
1 GPA	
ALLIED STATES	
BUY BOARD	
CHOICE PARTNERS	
CTPA	
DIR	
ED TECH	
EQUALIS GROUP	
EPIC 6	
GOODBUY	
HGAC BUY	
NCPA	
OMNIA	
PACE	
PSA	
REGION 7 ESC	
SETX	
SOURCEWELL	
TIPS	
TEXAS SMARTBUY	



ANGLETON INDEPENDENT SCHOOL DISTRICT

BUSINESS & FINANCE DEPARTMENT

Reference Page:

All vendors will submit a list of three (3) references with at least two (2) being education-related projects that would be representative of your firm's work related to this project. References will include contact name and telephone number. **Proposals submitted without three 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 _____
- C. _____
Company / District _____

Contact Name _____ Phone Number _____

E-Mail Address _____

Project Description/ Services Provided _____



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

Pursuant of 2 CFR §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-COLLUSION BIDDING – form is attached

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.

Complete form and return with proposal.

CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) – form is attached

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 (CIQ) or face the possibility of a Class C Misdemeanor.

Complete form and return with proposal.

FELONY CONVICTION NOTIFICATION – form is attached

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.

Complete form and return with proposal.

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 Business & Finance 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

Signature

Date

Printed Name

Title

Phone No.



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

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 obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have direct contact with students. The contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by the Texas law, from District property or the location where students are present. Please visit a Guide for School Contractors Section for additional information regarding Senate Bill 9.

Definitions:

Covered employees: All employees of a contractor who have or will have work duties that have been or will be performed on District property 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 The following will be considered as proof of processing and will be used to assist in the FACT Clearinghouse inquiry:

A copy of the FAST PASS receipt if available. – FAST PASS TCN # _____
(Receipt only validates fingerprinting process was completed)

Individual has been fingerprinted and FAST PASS was processed at a school district.
Teaching Certificate # _____ School District _____

Contractor has setup a FACT Clearinghouse Record for employees.
ORI # _____ and Contractor ID # _____

AND ***MANDATORY DATA FOR INQUIRY:** *Date of Birth _____

*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.**

If A is selected, I further certify that:

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

Noncompliance by Contractor with this certification may be grounds for contract termination, and may be a violation of State Law as described in 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: _____

Complete and Sign Contractor Certification Form with backup and include with Proposal



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

**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/2010/07/19/2010-17429/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	Organization Name
Signature of Authorized Representative	Date



ANGLETON INDEPENDENT SCHOOL DISTRICT

BUSINESS & FINANCE DEPARTMENT

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶</div></div>	



ANGLETON INDEPENDENT SCHOOL DISTRICT

BUSINESS & FINANCE DEPARTMENT

Preferred Method of Payment

To Whom It May Concern:

Angleton ISD is in the process of converting as many invoice payments to electronic payment as possible and would ultimately like all vendor payments to be through electronic payment. However, you always have an option as to how you wish to receive your payments. To that end, please indicate your preferred method of payment:

Check – please continue to mail a check to our updated vendor address ☐

ACH – please complete the attached form and return to Angleton ISD ☐

ACH Vendor Direct Deposit Form

Angleton ISD is now offering payment by ACH direct deposit to all Accounts Payable vendors. Payments by ACH are deposited directly into your bank account. A notification of the upcoming deposit is sent by email, with the same memo information that would appear on a check stub. If you would like to receive your payments by Electronic Funds Transfer through ACH, please complete and sign this form and return to the Accounts Payable department by email at acctspayable@angletonisd.net or by mail to Angleton ISD, ATTN: Accounts Payable, 1900 N. Downing, Angleton, TX 77515. ***Please attach a voided check to this form for authorization.***

VENDOR INFORMATION:

Vendor name: _____

Remittance address: _____

Remittance City/State/Zip: _____

Contact name: _____

Phone #: _____

E-mail for ACH notification: _____

BANKING INFORMATION:

Vendor's Bank Name: _____

Bank Address: _____

Bank's City/State/Zip: _____

Bank's Contact Name: _____

Bank's Phone #: _____

ABA Routing #: _____

Account #: _____

Personal or Business Acct: _____

Checking or Savings Acct: _____

I authorize Angleton ISD to credit my account with the depository named above. If the district should erroneously deposit funds into my account, upon notification by the district, I authorize the necessary debit entry to correct the error, not to exceed the amount deposited in error.

This authorization will remain in effect until the district has received written notification from me that it is to be terminated.

Signature

Date

Printed Name

Title

Phone No.

Initial _____



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

Hold Harmless Agreement

The Proposer shall defend, indemnify, and hold harmless, Angleton 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 CATALOG PROPOSAL.

The proposer shall also defend, indemnify and hold harmless, Angleton 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 Angleton 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



ANGLETON INDEPENDENT SCHOOL DISTRICT BUSINESS & FINANCE DEPARTMENT

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, (Angleton 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://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
Proposers must complete the filing application Form 1295 electronically with the Texas Ethics Commission using their online filing application.

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) Fill out the bottom (number 6 on the form) titled "Unsworn Declaration" and sign at the bottom. This Form 1295 must be signed by an authorized agent of the business entity.
 - 4) Send a copy of the form via email to Toni Dozier, tdozier@angletonisd.net or by fax to our Business & Finance Department at 979-864-8072.

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

Angleton ISD Responsibility for Compliance:

- 1) Once received, Angleton 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 Angleton 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) Upon award of the proposal, and review of all required signed documents, Business & Finance will process 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 Angleton 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 Angleton ISD:
 - Contact Toni Dozier at 979-864-8042, or by email at tdozier@angletonisd.net
 - You may fax your signed copy to 979-864-8072

*Angleton 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 Business & Finance Department or submitted with proposal documentation.

*HB1295 affects all Government Entities (including public school districts) 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 Angleton 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 Non-Profit 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 Angleton 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



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

RELEASE OF INFORMATION

At various times throughout the year, we will receive formal requests to provide your information to third parties. The requested files include records we received from you or from your company which may include, all purchase orders, quotes, check info, vendor info, contact info, line item descriptions quantities and pricing. Generally, the Public Information Act (the "Act") requires the release of requested information, but there are exceptions.

- | | | |
|--------------------------|---|--|
| <input type="checkbox"/> | I authorize release of my information to third party requestors. | |
| <input type="checkbox"/> | I do not authorize release of my information to third party requestors. | |

***Please note – if you marked that you “do not wish” to have information released when an open record request has the information is requested, you will receive a notice from Angleton ISD, so that you may send your rebuttal to the Office of the Attorney General.

This notice will be placed in our record with your proposal and will remain in effect thru the term of your proposal contract.

Texas Government Code Sec. 552.372 Bids and Contracts states:

(a) A contract described by Section [552.371 \(Certain Entities Required to Provide Contracting Information to Governmental Body in Connection With Request\)](#) must require a contracting entity to:

- (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;***
- (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and***
- (3) on completion of the contract, either:***
 - (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or***
 - (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.***

(b) Unless Section [552.374 \(Termination of Contract for Noncompliance\)](#) applies, a bid for a contract described by Section [552.371 \(Certain Entities Required to Provide Contracting Information to Governmental Body in Connection With Request\)](#) and the contract must include the following statement: "The requirements of Subchapter J, Chapter [552 \(Public Information\)](#), Government Code, may apply to this (include “bid” or “contract” as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section [552.371 \(Certain Entities Required to Provide Contracting Information to Governmental Body in Connection With Request\)](#) or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

The requirement of Subchapter J, Chapter 552, Government Code, may apply to this and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.



ANGLETON INDEPENDENT SCHOOL DISTRICT BUSINESS & FINANCE DEPARTMENT

FEDERAL COMPLIANCE GUIDELINES FOR THE USE OF FEDERAL FUNDS

Angleton 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 Angleton 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 Angleton ISD's discretion, disqualify the associated response to this solicitation or limit the use of the awarded contract based on the funding source.

Angleton 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, Angleton 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, Angleton 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 Angleton ISD within five (5) Angleton ISD business days of the debarment. Angleton 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) Angleton ISD business days. During this assessment period, no contract orders can be placed by Angleton ISD using federal funds.

1.2 Conflict of Interest. 2 CFR 200.318(c)(1) states that Angleton 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 Angleton ISD may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, Angleton ISD may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited 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

Angleton ISD. It is the responsibility for the supplier to identify and make Angleton ISD aware of any potential conflicts of interest that exist between their company and Angleton 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 Angleton ISD terms and conditions outlined within proposals, and/or purchase order, Angleton 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, Angleton 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 Angleton 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, Angleton 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 Angleton 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, Angleton 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.

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 Angleton ISD aware of any potential changes that exist between their company and Angleton ISD. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded.

REQUIRED FORM OF UNDERSTANDING – RETURN THIS COMPLETE PAGE WITH PROPOSAL

Does vendor certify? Yes _____

Initials of Authorized Representative _____

Company Name _____ Date _____



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

EDGAR CERTIFICATIONS

Addendum FOR CONTRACT FUNDED BY a U.S. FEDERAL GRANT

Please read all certification and notification statements below. Each statement should be initialed by an authorized representative to indicate compliance. Exceptions should be noted separately.

Initial _____	As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders 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 in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another 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.
Initial _____	Resident Nonresident Vendor: The 1985 Texas Legislature passed House Bill 620 (now Chapter 2252 of Texas Government Code) relative to the award of contracts to nonresident respondents (out of state contractors whose corporate offices or principal place of business are outside of the state of Texas). This law provides that, in order to be awarded a contract, a nonresident vendor's response for construction, improvements, supplies or services in Texas be an amount lower than the lowest Texas resident's response by the same amount that a Texas resident vendor would be required to underbid a nonresident vendor in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. As defined by Texas Government Code 2252.001, a "resident vendor" means a vendor whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Initial _____	Certification Regarding House Bill 89: Pursuant to Texas Government Code Chapter 2270, vendor represents and warrants to the District that vendor does not currently boycott Israel nor will they boycott Israel during the term of this Agreement (to include any optional contract extension terms, if applicable).
Initial _____	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 supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

REQUIRED CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

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

Initial _____	Violation or Breach of Contract Terms: Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Initial _____	Termination for cause and for convenience by the grantee: When federal funds are expended by AISD, the District 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 purchase order; 2) make any payments owed; or 3) otherwise perform in accordance with the contract and/or the procurement solicitation. AISD also reserves the right to terminate the contract immediately, with written notice to vendor, if the District believes that it is in its best interest to do so. The vendor will be compensated for work performed and accepted and goods accepted by AISD as of the termination date.

Initial	<p>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.”</p>
Initial	<p>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. Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. 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 sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>
Initial	<p>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.</p>
Initial	<p>Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>
Initial	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>

Initial	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.
Initial	Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.
Initial	Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds - 2 CFR § 200.32 I - When federal funds are expended by AISD, 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; and 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.
Initial	When federal funds are expended by AISD 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-A63.89 Stat. 871).
Initial	Record Retention Requirements for Contracts Paid for with Federal Funds: When federal funds are expended by Angleton ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
Initial	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. The undersigned further certifies that: 1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement; 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and 3) The undersigned shall require that the language of this certification be included in the award

	documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
Initial _____	Procurement of Recovered Materials: A non-federal entity that is a state entity or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designed in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
Initial _____	Compliance with EPA Regulations: When federal funds are expended by AISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is 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, 40 CFR Part 15.

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

Vendor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax
Number: _____

Email Address: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Date: _____



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

AD-1048 (2/89)

**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).

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000.00 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Vendor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Date: _____



ANGLETON INDEPENDENT SCHOOL DISTRICT
BUSINESS & FINANCE DEPARTMENT

NON COLLUSION FORM

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the opening of this proposal.”

(Please print or type)

Vendor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____
Number: _____

Fax

Email Address: _____

PERSON COMPLETING PROPOSAL:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED REPRESENTATIVE:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE SIGNED. FAILURE TO SIGN THIS FORM WILL BE SUFFICIENT REASON FOR REJECTION OF PROPOSAL.



ANGLETON INDEPENDENT SCHOOL DISTRICT

BUSINESS & FINANCE DEPARTMENT

FELONY CONVICTION NOTIFICATION

The Texas Education Code, Section 44.034(a) states that 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 the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034(c) states that this section does not apply to a publicly held corporation.

- () My firm is a publicly held corporation, therefore this requirement is not applicable.
- () My firm is not owned nor operated by anyone who has been convicted of a felony.
- () My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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

Vendor's Name: _____

Authorized Company Official's Name: _____

Authorized Company Official's Title: _____

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Angleton ISD
Board Members and Administrators
Provided to vendors/contractors for purposes of Form CIQ

BOARD MEMBERS

Tommy Gaines	President
Kimi Hunter	Vice-President
Dana Tolbert	Board Secretary
Mike Sillavan	Board Member
Heather Brewer	Board Member
Justin Journeay	Board Member
Michael Stroman	Board Member

Administrators

Phil Edwards	Superintendent
Roberto Muñoz	Assistant Superintendent of Student Services
Adam Stephens, Ed.D.	Assistant Superintendent of Curriculum
Amy Grant	Director of Child Nutrition
Jason Brittain	Director of Athletics
Hanna Chalmers	Director of Public Relations
Connie Cox	Director of Finance
Roy Gardner	CTE Director
Jerome Griffin	Chief of Police
Vicki Harmon	Director of Elementary Education
Angel Kersten	Director of Transportation
Patrick Monaghan	Director of Special Education
Jose Macedo	Director of Maintenance
Maria Macedo	Director of Academics and Leadership
Laurin Moore	Director of AISD Education Foundation
Bridgette Percle	Director of Instructional Programs and Professional Development
Tyler Press	Director of Secondary Education
Cyndy Pullen	Director of Human Resources
Jeff Stout	Director of Technology

School and Principals

Angleton High School	Anthony Smedley
AHS – CATS/JJAEP	Colleen Tribble
Angleton Junior High School	Trisha Terrell
Central Elementary School	Amber McCormick
Frontier Elementary School	Stephanie Ramirez
Northside Elementary School	Alicia Howell
Rancho Isabella Elementary	Stephanie Gay
Southside Elementary School	Jerri McNeill
Westside Elementary	Robin Braun

FORM CIQ - Conflict of Interest Questionnaire instructions

BOX 1

Enter company name or name if an individual

BOX 3

Look at the last page of this packet which lists the Board Members and Administrators of Angleton ISD. Do you or your company have a “Business relationship” as defined in Local Government Code § 176.001(1-a)? *see highlighted section on the third page of this packet.* If the answer to this question is no, enter and N/A on the line. If the answer to this question is yes, enter the name of the Officer listed on the last page of this packet.

BOX 4

If the response in Box 3 was N/A, check both of the No boxes. If you entered a name in Box 3, read this question and respond appropriately.

BOX 5

If the response in Box 3 was N/A, enter N/A in this blank as well. If you entered a name in Box 3, read this question and respond appropriately.

BOX 6

If the response in Box 3 was N/A, don’t check this box. If you entered a name in Box 3, read this question and respond appropriately.

BOX 7

Sign and date the form.



ANGLETON INDEPENDENT SCHOOL DISTRICT

BUSINESS & FINANCE DEPARTMENT

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 a copy of diploma (if applicable):

<input type="checkbox"/>	Bachelor's degree	
<input type="checkbox"/>	Postgraduate work	
<input type="checkbox"/>	Master's degree	
<input type="checkbox"/>	Ph.D. / Ed.D	
<input type="checkbox"/>	Other, specify:	_____

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

3. Have current valid license 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 the Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Angleton ISD is incorporated and made part of this Agreement.

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

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:

<input type="checkbox"/>	FIXED FEE of	\$ _____	for a total annual contract amount of	\$ _____
<input type="checkbox"/>	DAILY RATE of	\$ _____	for a total annual contract amount of	\$ _____
<input type="checkbox"/>	HOURLY RATE of	\$ _____	for a total annual contract amount of	\$ _____
<input type="checkbox"/>	IF PREFERRED , Contractor may provide a typed document detailing the applicable fees and shall title the document appropriately (e.g. Exhibit C – Service Fee Schedule) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidence and accepted by Angleton ISD is incorporated and made part of this Agreement.			

If the annual agreement is valued over \$50,000, 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 D – Fee Schedule) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Angleton ISD is incorporated and made part of this Agreement.

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 E – Materials & Publications) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Angleton 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 Contract 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 Angleton ISD (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, Angleton 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 Angleton ISD.

- The District’s fiscal school year extends from September 1 to August 31.

- Multi-year agreements shall not exceed three (3) fiscal school years. At the end of a multi-year agreement, 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. District 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 District Purchase Order 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.

AUTHORIZED REPRESENTATIVE:

Signature: _____

Printed Name: _____ Title: _____

Date: _____



ANGLETON INDEPENDENT SCHOOL DISTRICT BUSINESS & FINANCE DEPARTMENT

SPECIFICATIONS AND CONDITIONS

1. Consultant Services will be contracted on an as needed basis.
2. 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 District Purchase Order number. Do not mix District 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 Contractor, its officers, agents or employees, in performance of contract.
5. The Contractor shall retain any books, documents, papers, and records, which are directly pertinent to the Contract. The Contractor 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 need, with no prior notification to Contractor, to ensure that all specifications and conditions, set forth in the Contract are adhered to.
7. No right or interest in this Contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be void and totally ineffective for all-purposes unless made in conformity with this paragraph.
8. Any deviations should be clearly specified under this Contract.
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 the 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 Questionnaire should be signed and returned with the Proposal. Failure to submit a completed and signed Conflict of Interest Questionnaire may result in the disqualification of the Proposal.
12. The District reserves the right to terminate the Contract including, but not limited to, non-performance with thirty (30) days written notice and justification. Contractor shall have the right to cancel the Contract subject to District approval at any time on thirty (30) days written notice and justification. In the event of any actual contract cancellation, the District will not be held responsible for loss of business or any termination expenses incurred by the Contractor.
13. The District 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 waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
15. Both parties agree that venue for any litigation arising from this Proposal and/or Contract shall lie in Angleton, Brazoria County, Texas.

16. The District 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 venture or business partnership under Texas Law.
17. 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. 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, worker'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 District reserves the right to increase or decrease the 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 Angleton ISD to purchase on the basis of low bids alone, but what is most advantageous to the 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 District from any and all loss, cost, expenses and legal fees on the account of any claims, legal actions, or judgment 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 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 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 SBE – 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 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/translate 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 require 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