

**Texarkana Independent School District**  
**Request for Proposal for Charter Bus Vendors**  
**Proposals Received on an On-going Basis until 1:30 P.M. Tuesday, February 2, 2027**  
**Initial Deadline is 1:30 P.M. Tuesday, April 12, 2022**  
**Proposal period is April 28, 2022 to April 27, 2027**

The Texarkana Independent School District is requesting proposals for Charter Bus Vendors. This proposal may be awarded to more than one vendor. The following criteria will be used in determining the vendor to award the contract to:

- a. the purchase price; **30 points**
- b. the reputation of the vendor and of the vendor's goods or services; **15 points**
- c. the quality of the vendor's goods or services; **20 points**
- d. the extent to which the goods or services meet the district's needs; **15 points**
- e. the vendor's past relationship with the district; **5 points**
- f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; **5 points**
- g. the total long-term cost to the district to acquire the vendor's goods or services; **5 points**
- h. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in the state of Texas; **5 points**
- i. any other factor specifically listed in the specifications. **0 points**

Total possible points **100**.

Vendors should submit their proposal to the Texarkana Independent School District by 1:30 P.M., Tuesday, April 12, 2022 in order to be considered during the initial evaluation period. Proposals will be received on an on-going basis until February 2, 2027.

Only proposals submitted by the initial deadline will be considered for award for the specifically list trips for the 22-23 school year. After this initial award, evaluation for additional awarded vendors will only take place based on the agreed upon percent discount from published pricing for the remainder of the contract and the sample pricing trip. Quotes will be requested amongst awarded vendors when the District feels it is in its best interest to do so and it will at least do so annually for its football travel.

Texarkana ISD reserves the right to accept or reject any and all proposals, waive technicalities, and award the proposal to best serve the interest of the District.

If you have any questions, please do not hesitate to contact the Purchasing Department at (903) 794-3651, [david.defoy@txkisd.net](mailto:david.defoy@txkisd.net) or [angel@txkisd.net](mailto:angel@txkisd.net).

Sincerely,  
 David DeFoy  
 Director of Purchasing and Special Events

**Texarkana Independent School District**  
**Request for Proposals for Charter Bus Vendors**  
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**Percent Discount Off Published Pricing Sheet**

In order for the District to enter in to a long-term agreement, pricing must be guaranteed at a constant percent discount from a vendor's published price. Published price is the everyday price you would charge anyone for a regular service. For example, if we had an agreement with a 5% discount and today your published price was \$1,000, the Texarkana ISD price would be \$950. A year later your published price was \$1,200 for the same trip, the TISD price would be \$1,140. A no discount may be submitted with indicating 0% .

Guaranteed percentage discount off published pricing for  
term of agreement.

\_\_\_\_\_

Below is a sample itinerary to price with your current published pricing, guaranteed percent discount above, and final Texarkana ISD price.

	Published Price	% Discount	Texarkana ISD Price
Trip from Texarkana, Texas, Texas High School to Greenville, Texas High School and then back. One way mileage, 130 miles. Depart from our location at Noon and back at our location at 11:00 PM	_____	_____	_____

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Description	Qty	# Pax	Price
<b>56 Passenger Pax Charter bus (unless otherwise specified) to the following locations and return on requested dates:</b>			
<b>Football Team</b>			
1 Thursday, August 25, 2022 travel to Frisco Lone Star game at Ford Stadium, Frisco, TX	2 Buses		
2 Friday, September 9, 2022 travel to Benton, LA game at C.H. Collins Athletic Complex in Benton, LA	2 Buses		
3 Friday, October 21, 2022 travel to Nacogdoches game at Dragon Stadium in Nacogdoches, TX	2 Buses		
4 Friday, November 4, 2022 travel to Pine Tree game at Pirate Stadium in Longview, TX	2 Buses		
5 November 10, 2022, November 11, 2022 or November 12, 2022 playoff game, exact date, time, and location to come later. Will you reserve buses for us?	2 Buses		Yes or No
6 Second Playoff Game also: November 17, 2022, November 18, 2022 or November 19, 2022, playoff game, exact date, time, and location to come later. Will you reserve buses for us?			Yes or No
<b>56 Passenger Pax Charter bus (unless otherwise specified) to the following locations and return on requested dates:</b>			
<b>Cheer</b>			
7 Thursday, August 25, 2022 travel to Frisco Lone Star game at Ford Stadium, Frisco, TX	1 Bus		
8 Friday, September 9, 2022 travel to Benton, LA game at C.H. Collins Athletic Complex in Benton, LA	1 Bus		
9 Friday, October 21, 2022 travel to Nacogdoches game at Dragon Stadium in Nacogdoches, TX	1 Bus		
10 Friday, November 4, 2022 travel to Pine Tree game at Pirate Stadium in Longview, TX	1 Bus		
11 November 10, 2022, November 11, 2022 or November 12, 2022 playoff game, exact date, time, and location to come later. Will you reserve buses for us?	1 Bus		Yes or No
12 Second Playoff Game also: November 17, 2022, November 18, 2022 or November 19, 2022, playoff game, exact date, time, and location to come later. Will you reserve buses for us?	1 Bus		
<b>56 Passenger Pax Charter bus (unless otherwise specified) to the following locations and return on requested dates:</b>			
<b>Highsteppers</b>			
13 Thursday, August 25, 2022 travel to Frisco Lone Star game at Ford Stadium, Frisco, TX	1 Bus		
14 Friday, September 9, 2022 travel to Benton, LA game at C.H. Collins Athletic Complex in Benton, LA	1 Bus		
15 Friday, October 21, 2022 travel to Nacogdoches game at Dragon Stadium in Nacogdoches, TX	1 Bus		
16 Friday, November 4, 2022 travel to Pine Tree game at Pirate Stadium in Longview, TX	1 Bus		
17 November 10, 2022, November 11, 2022 or November 12, 2022 playoff game, exact date, time, and location to come later. Will you reserve buses for us?	1 Bus		Yes or No

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Description	Qty	# Pax	Price
18 Second Playoff Game also: November 17, 2022, November 18, 2022 or November 19, 2022, playoff game, exact date, time, and location to come later. Will you reserve buses for us?	1 Bus		
<b>56 Passenger Pax Charter bus (unless otherwise specified) to the following locations and return on requested dates:</b>			
<b>Band</b>			
19 Thursday, August 25, 2022 travel to Frisco Lone Star game at Ford Stadium, Frisco, TX	4 Buses		
20 Friday, September 9, 2022 travel to Benton, LA game at C.H. Collins Athletic Complex in Benton, LA	4 Buses		
21 Friday, October 21, 2022 travel to Nacogdoches game at Dragon Stadium in Nacogdoches, TX	4 Buses		
22 Friday, November 4, 2022 travel to Pine Tree game at Pirate Stadium in Longview, TX	4 Buses		
23 November 10, 2022, November 11, 2022 or November 12, 2022 playoff game, exact date, time, and location to come later. Will you reserve buses for us?	4 Buses		Yes or No
24 Second Playoff Game also: November 17, 2022, November 18, 2022 or November 19, 2022, playoff game, exact date, time, and location to come later. Will you reserve buses for us?	4 Buses		Yes or No
Exact stage and departure times will be determined closer to events. Typical football buses stage 1 hour before departure, depart to arrive at stadium 1.5 to 2 hrs before game, Cheer and Highsteppers stage 30 minutes prior to departure, with departure to arrive at stadium 2 hours before game start, Band stages 30 minutes before departure to arrive 2 to 2.5 hour before game start time.			
25 Saturday, October 8, 2022 for Band for Royce City marching competition, Royce City, TX. Depart early morning, travel to contest and return late that evening. Details to come closer to travel time. Tentative	4 Buses		
26 Saturday, October 15, 2022 for Band for Championship at the Rock marching competition, Championship at the Rock at War Memorial Stadium in Little Rock, AR. Depart early morning, travel to contest and return late that evening. Details to come closer to travel time.	4 Buses		
27 Saturday, October 22, 2022 travel to Mesquite Memorial Stadium in Mesquite TX for UIL Area Marching Contest. Depart early morning, travel to contest and return late that evening. Details to come closer to travel time.	4 Buses		
28 Saturday, October 29, 2022 for Band for marching competition, USBands Southwest Championships @ Cowboy Stadium, Arlington, TX. Depart early morning, travel to contest and return late that evening. Details to come closer to travel time. Tentative Destination	4 Buses		

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	<b>Description</b>	<b>Qty</b>	<b># Pax</b>	<b>Price</b>
29	Sunday, May 29, 2022 to Monday, May 30, 2022 for Band for UIL Texas State Solo & Ensemble Contest @ University of Texas - Music. Depart morning, travel to contest and return next day. This is an overnight trip. Details to come closer to travel time.	1 Bus		
	<b>Swim</b>			
30	40+ Passenger Pax Charter Bus: 40 riders, December 8-10, 2022 Travel to Frisco TISCA Invitational. Leave from THS at 9 AM Thursday, December 8th, travel to Frisco, TX, arrive at THS at 7 PM Saturday, December 10th	1 Bus		
31	40 Passenger Pax Charter Bus: 40 riders, February 2-4, 2023 (Regional Champs) Leave from THS at 9 AM Thursday, February 2, 2023 travel to Lewisville, TX, arrive at THS at 7 PM, Saturday, February 4th	1 Bus		
32	30 Passenger Pax Charter Bus: February 16-18, 2023 (State Champs) Leave from THS at 9 AM Thursday, February 16th, travel to Austin, TX, arrive at THS at midnight Saturday, February 18th	1 Bus		

All buses will depart from and return to Texas High School, 4001 Summerhill Rd., Texarkana, TX 75503. Buses will stay with groups entire trip.

All travel is with the assumption of full Texas UIL schedule. If UIL is cancelled due to COVID-19 concerns, then the awarded vendors travel will be cancelled and no fees will be owed by the District. Do you agree to this term?

All buses must have restrooms and under storage.

All proposals must remain firm for 60 days.

By signing below you are attesting you have read the specifications and policy and made all changes in writing. TISD reserves the right to accept or reject any or all proposals or waive technicalities. All rights reserved.

Is your principal place of business located in the state of Texas? \_\_\_\_\_

Do your organization employ 500 persons in the State of Texas? \_\_\_\_\_

Are you a HUB vendor with the State of Texas? \_\_\_\_\_

*\* Please review our charter bus policy attached. By signing this page your are attesting you will comply with our charter bus policy.*

Authorized Signature

Printed Name

Company Name

Company Address

Telephone Number

Fax Number

**Texarkana Independent School District  
Prior Experience, References, HUB and Residency Form**

Has Vendor had prior business experience with the District (up to prior 15 years)? \_\_\_\_\_

Please provide three (3) references, preferably from other school districts or other governmental entities who have purchased your services or products within the last three years.

	Company Name	Contact Person	Valid Email Address	Phone
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Does Vendor have its principal place of business in the State of Texas? \_\_\_\_\_

Does Vendor employ over 500 persons in the State of Texas? \_\_\_\_\_

Is Vendor registered as a Historically Underutilized (HUB) Vendor in the State of Texas, if yes please provide certificate? \_\_\_\_\_

*Evaluation criteria points will not be awarded for HUB vendor status for evaluation for usage of federal funds.*

A district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. Gov't Code 2252.002 This requirement does not apply to a contract involving federal funds. A district shall use the information published by the comptroller under Government Code 2252.003 (Publication of Other State's Laws on Contracts) to evaluate the bid of a nonresident bidder. A district may rely on information published under Government Code 2252.003 to meet the requirements of Government Code 2252.002. Gov't Code 2252.003-.004. This section does not apply to federal funds purchases.

Vendor acknowledges that is has read and understands the residency statement above and certifies that Vendor has truthfully provided past experience, references, HUB information? \_\_\_\_\_ Yes Initials of Authorized Representative of Vendor.

**Texarkana Independent School District  
Standard General Terms and Conditions**

1.0 Agreement	An agreement will be made and entered into by and between the Texarkana Independent School District (herein referred to as the "District" respectfully), a public school district and political subdivision of the State of Texas, having its principal place of business at 4241 Summerhill Road, Texarkana, Texas 75503 and an awarded Vendor (herein referred to "Vendor" respectfully). An awarded vendor will be a vendor that has responded to a solicitation as per the terms and conditions set forth herein and been evaluated, recommended to and approved by the District's Board of Trustees. The term "agreement" and "contract" may be used synonymously in the Agreement.
Does Vendor agree to Agreement terms? Yes _____ Initials of Authorized Representative of Vendor	
1.1 Length of Agreement	Agreement term is (1) year with four (4) additional one (1) year automatic renewals for a total of five (5) possible years starting April 28, 2022 or the day after any subsequent TISD Board of Trustees approval and ending April 27, 2027.
Does Vendor agree to Length of Agreement terms? Yes _____ Initials of Authorized Representative of Vendor	
1.2 Termination of Agreement	The District or the awarded vendor may terminate an award under this solicitation at will for cause or no cause for convenience with written notice.
Does Vendor agree to Termination of Agreement terms? Yes _____ Initials of Authorized Representative of Vendor	
1.3 Incorporation of Solicitation	The District solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into the agreement as if copied verbatim.
Does Vendor agree to the Incorporation of Solicitation terms? Yes _____ Initials of Authorized Representative of Vendor	
1.4 Estimated Quantities	It is specifically understood and agreed that the quantities shown on the proposal form are estimates, based on projected use, and are for proposal purposes only. The District has no commitment to the vendor to purchase a specific quantity until a Purchase Order is issued. Any increase in quantities will be paid for at the proposed price, unless required by law to be re solicited. It is further understood that the supplier will not have any claim against the District for the purchase of quantities less than the estimated amount.
Does Vendor agree to the Estimated Quantities terms? Yes _____ Initials of Authorized Representative of Vendor	
1.5 Discount Basis	Agreements made under solicitations for Indefinite Delivery, Indefinite Quantities (IDIQ) for a fixed period of time will be based on the Vendor's percentage discount (0% to 100%) from Vendor's published price, whether in a catalog, website, store, shelf, menu, or other published pricing. The discount will be in effect for the term of the agreement and the final price, published price less the discount, is offered as a ceiling and not a floor because, in order to be more competitive in the individual circumstance, Vendor may offer a larger discount depending on the items or services purchased and the quantity at time of sale. The District does not guarantee any quantity of items or services being ordered any amount of money that will be spent under this type of solicitation.
Does Vendor agree to the Discount Basis terms? Yes _____ Initials of Authorized Representative of Vendor	
1.6 Long Term Cost Basis	Agreements made under this solicitation for Indefinite Delivery, Indefinite Quantity (IDIQ) for a fixed period of time will be evaluated for long-term cost in part based on the Vendor's published list price increases and decreases over the length of the agreement. Vendor will proposes a percentage, X%, annually over the initial proposed pricing that unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with District, if requested. Vendor agrees not to increase prices more than X%, except when justified by supporting documentation.
Does Vendor agree to the Long-term Cost Basis Terms? Yes _____ Initials of Authorized Representative of Vendor	

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2.1 Product Standard	<p>When a brand name and/or identification numbers are shown on the proposal pricing forms, they are descriptive and not restrictive and indicate an acceptable standard, the features of which must be considered when proposing equals. This brand name is used only to establish a quality level, and basic features required. Proposals on equivalent or better items are encouraged, but must be accompanied with appropriate information for evaluation purposes. Failure to include such information may disqualify the proposal on that item. If proposing on other than reference specifications, proposal must identify manufacturer, brand, model, etc., of the article being offered. If other than brand(s) specified is offered, complete descriptive information in literature form of each article being proposed must be included with the proposal. If proposer takes no exception to specifications of reference data, proposer will be required to furnish brand names, models, etc., as specified.</p>
<p>Does Vendor agree to Product Standard terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
2.2 Samples/Demonstrations	<p><i>This section left intentionally blank</i></p>
2.3 Shipment / Delivery / Inspection / Testing	<p>The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the District. If a delay in said delivery is anticipated, the Vendor shall notify the District as to why delivery is delayed and shall provide an estimated time for completion of the order. The District may cancel the order if estimated delivery time is not acceptable or not as agreed. The District expressly reserves all rights under law, including but not limited to the Texas Business and Commerce Code, to inspect the Deliverables at delivery, and up to thirty (30) days after District's first use of the Deliverables, and to reject defective or non-conforming Deliverables All goods are subject to inspection and testing by the District for compliance with the Agreement and/or solicitation specifications by the District. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by the Vendor.</p> <p>Goods, which have been delivered and rejected in whole or in part, may be, at District's option, returned to the Vendor at Vendor's expense or disposed of in accordance with District's policies. The vendor may request that rejected goods be held by District at District's risk for a reasonable period of time for later disposition at the Contractor's expense. Latent defects may result in revocation of acceptance of any product.</p>
<p>Does Vendor agree to Shipment / Delivery/ Inspection/ Testing terms? Yes _____ Initials of Authorized Representative of</p>	
2.4 Payment	<p>The District shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the District. The District will make payments directly to the Vendor after receiving invoice, and after item, work, or service is received/completed or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties. Payment will be made by check or procurement card.</p>
<p>Does Vendor agree to Payment terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
2.5 Non Appropriation	<p>This agreement is subject to the appropriation of funds by the District in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the District pursuant to this agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the district for that fiscal year only, and shall not constitute an indebtedness of the District of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.</p>
<p>Does Vendor agree to Non-Appropriation terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
2.6 Invoices	<p>The awarded vendor shall submit invoices or payment applications to the District. Each invoice or payment application shall include the District's purchase order number or other identifying designation as provided in the order by the District. If applicable, the shipment tracking number or pertinent information for verification of District receipt shall be made available upon request. Invoice shall show Vendors published list price and the agreed to discount on the invoice unless agreed to otherwise.</p>
<p>Does Vendor agree to the Invoice terms? Yes _____ Initials of Authorized Representative of Vendor</p>	



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2.7 W-9	<p>The District requires the government's most recent version of the W-9 Request for Taxpayer Identification Number and Certification form to be on file with District for the length of the agreement. Enclosed is the most current W-9 form. Vendor will fill out and file form with District. W-9 instruction will be provided upon request to District by Vendor.</p> <p>Does Vendor agree to the W-9 terms? Yes _____ Initials of Authorized Representative of Vendor</p>
3.1 Deviations	<p>If the Vendor intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal solicitation, all such deviations must be listed on the deviations form, with complete and detailed conditions and information included or attached. The District will consider any deviations in its proposal award decisions, and the District reserves the right to accept or reject any proposal based upon any deviations indicated on the form or in any attachments or inclusions. In the absence of any deviation entry on the form, the proposer assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> <p>Does Vendor agree to Deviation terms? Yes _____ Initials of Authorized Representative of Vendor</p>
3.2 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract or agreement issued by the District resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Bowie County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. The District does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p> <p>Does Vendor agree to the Jurisdiction and Service of Process Terms? Yes _____ Initials of Authorized Representative of</p>
3.3 Remedies for Protest	<p>Protest procedure is outlined in the District's Purchasing and Procedures manual located at <a href="http://www.txkisd.net/departments/purchasing">www.txkisd.net/departments/purchasing</a> . The parties shall be entitled to exercise any right or the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the District to an arbitration resolution of any disagreement under any under the terms of the Agreement, may, after denial of the Board of Directors, be subject to mediation at the request of either party under any circumstances. Any claim arising out of or related to the Agreement, except for those specifically waived issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Bowie County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Does Vendor agree to Remedies for Protest terms? Yes _____ Initials of Authorized Representative of Vendor</p>
3.4 Legal Obligations	<p>It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.</p> <p>Does Vendor agree to the Legal Obligation terms? Yes _____ Initials of Authorized Representative of Vendor</p>

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**3.5 Force Majeure** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, acts of war, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, strikes, lockouts, or other industrial disturbances, breakage or accidents to machinery, pipelines or canal, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party of parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Does Vendor agree to the Force Majeure terms? Yes \_\_\_\_\_ Initials of Authorized Representative of Vendor

**3.6 Indemnification** The District is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract or agreement to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Does Vendor agree to the Indemnification terms? Yes \_\_\_\_\_ Initials of Authorized Representative of Vendor

**3.7 Indemnity** The Vendor agrees to indemnify and hold harmless and defend the District, it's officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. No Limitation of liability for damages for personal injury or property damage are permitted or agreed to by the District. Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

Does Vendor agree to the Indemnity terms? Yes \_\_\_\_\_ Initials of Authorized Representative of Vendor

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3.8 Infringement(s)	The successful vendor will be expected to indemnify and hold harmless the District and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Does Vendor agree to the Infringement terms? Yes _____ Initials of Authorized Representative of Vendor _____	
3.9 Modification	Modifications to the agreement may need to be made during the life of the agreement period and are allowable. Modifications may not be made that substantially change the terms of the agreement in such a way that had other vendors known of the modification in advance, they may have proposed differently and more competitively. All modifications must be agreed to in writing by both parties or their authorized agents and will become part of the agreement as an amendment or addendum.
Does Vendor agree to Modification terms? Yes _____ Initials of Authorized Representative of Vendor _____	
3.10 Novation	If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.
Does Vendor agree to Novation terms? Yes _____ Initials of Authorized Representative of Vendor _____	
3.11 Survival Clause	All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and District under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by the District and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement
Does Vendor agree to Survival terms? Yes _____ Initials of Authorized Representative of Vendor _____	
4.1 Advertising	Vendor shall not advertise or publish, without District's prior consent, the fact that Vendor has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
Does Vendor agree to advertising terms? Yes _____ Initials of Authorized Representative of Vendor _____	
4.2 Antitrust Certification Statements	I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this solicitation request, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this solicitation request to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this solicitation request to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
Does Vendor affirm? Yes _____ Initials of Authorized Representative of Vendor _____	

**Texarkana Independent School District  
Standard General Terms and Conditions**

4.3 Audit Rights	<p>Due to transparency statutes and public accountability requirements of the District, the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by the District that utilize this Agreement. The District reserves the right to audit the accounting of Vendor's related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, the District shall have authority to conduct audits of Awarded Vendor's pricing that is offered to the District with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that the District is made aware of any pricing being offered to the District that is materially inconsistent with the pricing under this agreement, the District shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to the District.</p>
<p>Does Vendor agree to audit rights terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.4 Conflict of Interest	<p>State and Federal law requires disclosure of certain conflicts of interest to the District. If Vendor has any conflicts of interest, real, apparent, or potential, with the District, Vendor will report them on enclosed Form CIQ. If no conflicts exist, Vendor will write vendor name at top of Form CIQ and "no conflicts" across form. Vendor shall notify District of any conflicts that may arise during the agreement term as required by law.</p>
<p>Does Vendor agree to conflict of interest terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.5 Disclosures of Interested Parties	<p>A district may not enter into a contract with a business entity unless the business entity submits a disclosure of interested parties to the district at the time the business entity submits the signed proposal to the District. This requirement applies only to contracts / agreements the District enters into that require an action or vote by the Board before the contract can be signed, or has a value of at least \$1 million, or is for services that would require a person to register as a lobbyist under Government Code Chapter 305. Exclusions to this requirement are a publicly traded business entity, including a wholly owned subsidiary of the entity; and electric utility; a gas utility. Vendor agrees to create and submit the 1295 form to the District with its proposal documents unless excluded to do so. Instructions are included in the proposal documents.</p>
<p>Does Vendor agree to Disclosure of Interested Parties terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.51 Felony Conviction Notice	<p>Texas Education Code, Section 44.034, requires advance notification of a person or owner or operator of business that has been convicted of felony. Vendor will submit the Felony Conviction Notice Form attached to the solicitation and person completing this proposal certifies they are authorized to do so.</p>
<p>Does Vendor agree to Felony Conviction Notice terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.6 SDS Sheets	<p><i>This section left intentionally blank</i></p>
4.7 Licenses	<p>Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. The District reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to an up to 30-day cure period unless prohibited by applicable statute or regulation.</p>
<p>Does Vendor agree to the Licenses terms? Yes _____ Initials of Authorized Representative of Vendor</p>	

**Texarkana Independent School District  
Standard General Terms and Conditions**

4.8 Insurance Requirements	<p>The undersigned Vendor agrees to maintain the following minimum insurance requirements for the District: General Liability \$1,000,000 each Occurrence/ Aggregate; Automobile Liability \$300,000 Includes owned, hired &amp; non-owned; Workers' Compensation Statutory limits; Umbrella Liability 1000000. When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to the District shall not be used as a defense by the vendor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the District if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the District.</p>
<p>Does Vendor agree to the Insurance terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.9 Records Retention	<p>The requirements of Subchapter J, Chapter 552, Government Code, may apply to this proposal or agreement and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. The District may not accept a proposal for an expenditure of at least \$1 million that the Board has determined failed to comply with Chapter 552, Subchapter J which requires the Vendor to preserve all contracting information related to the agreement as provided by records retention requirements applicable to the District for the duration of the contract.</p>
<p>Does Vendor agree to the Records Retention terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.10 Confidentiality	<p>Subject to the Texas Public Information Act and any legal requirements, neither District nor the Vendor shall disclose any confidential information without prior written approval. As applicable, Vendor shall maintain and process all information it receives from the District in compliance with all applicable data protection/privacy laws and regulations and District policies. Vendor and District understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that District is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability District, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.</p>
<p>Does Vendor agree to the Confidentiality terms? Yes _____ Initials of Authorized Representative of Vendor</p>	
4.11 Questions	<p>Questions for Interpretation and Clarification may be made in writing to the Director of Purchasing and carbon copied the Administrative Assistant for Purchasing at least seventy-two (72) hours prior to the hour for opening of proposals, unless indicated in the proposal specifications. The person submitting the request will be responsible for its prompt delivery. Questions of a ministerial basis will be answered directly and questions of a substantive nature or deemed relevant to the request will be answered with an issued addendum.</p>
<p>Does Vendor agree to Questions terms? Yes _____ Initials of Authorized Representative of Vendor</p>	

**Texarkana Independent School District  
Standard General Terms and Conditions**

4.12 Central Texas Purchasing Alliance	<p>The District is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA), an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements. In support of this collaborative effort, all awards made by the District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district. To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.</p> <p>Does Vendor agree to the CTPA terms? Yes _____ Initials of Authorized Representative of Vendor</p>
4.13 Meet all Terms and Conditions	<p>Failure to meet all Standard Terms and Conditions may constitute grounds for invalidating the proposal(s).</p> <p>Does Vendor agree to the Meet all Terms and Conditions terms? Yes _____ Initials of Authorized Representative of Vendor</p>
4.14 Reservation of Rights	<p>The District reserves the right to accept or reject any or all proposals, the right to waive technicalities, the right to award the proposal in the best interest of the district. All Rights reserved.</p> <p>Does Vendor agree to theReservation of Rights terms? Yes _____ Initials of Authorized Representative of Vendor</p>

## **Texarkana Independent School District Certificate of Interested Parties – Form 1295**

The District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits the District from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to the District at the time the 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.

**All vendors (*except a publicly traded business*) must electronically complete, print, sign and submit Form 1295 with their proposals or contracts even if no interested parties exist.**

### **Instructions to Vendors:**

1. Go to the Texas Ethics Commission Website  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),
2. Register and complete Form 1295 online - include the proposal number and the contract/RFP name,
3. Print a copy of the submitted Form 1295 and sign it - it will have a certification # in the top right corner,
4. Include a copy of the completed signed Form 1295 with the proposal response.

### ***Resources:***

#### **Form 1295 Frequently Asked Questions:**

- [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

#### **Instructional Video – First Time Business User:**

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

#### **Instructional Video – How to Create a Certificate:**

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>





## Texarkana Independent School District Administration

TO: ALL CURRENT AND PROSPECTIVE VENDORS

FROM: David DeFoy, Director of Purchasing and Special Events

SUBJECT: FORM CIQ: CONFLICT OF INTEREST QUESTIONNAIRE

DATE: March 10, 2022

Pursuant to the State of Texas House Bill 914, attached is form CIQ: Conflict of Interest Questionnaire. Please read, fill out, and return with original signatures the form CIQ to the TISD Purchasing Department at the address below. If you already have a questionnaire on file and no information has changed, you do not need to file this form again. Officers of the District which could apply to this questionnaire include but are not limited to:

### Board of Trustees:

Fred Norton	Bryan DePriest	Wanda Boyette
Gerald Brooks	Bill Kimbro	
Paul Miller	Amy Bowers	

### Administration:

Doug Brubaker, Superintendent of Schools  
Autumn Thomas, Deputy Superintendent  
Sherri Penix, Chief Innovation Officer  
Ken Reese, Chief Operating Officer  
Anita Clay, Chief Financial Officer  
David DeFoy, Director of Purchasing and Special Events  
A more comprehensive list of TISD administrators may be viewed online at [www.txkisd.net](http://www.txkisd.net).

Please be sure to include the person doing business with TISD or the vendor name in box #1 of the form.

If you have any questions, please contact the Purchasing Department. You may also refer to the Texas Attorney General Opinion GA-0446 which can be viewed at the Texas Attorney General's website:  
<https://www.texasattorneygeneral.gov/opinions/greg-abbott/ga-0446>



# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

## FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

### FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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”.

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

**VENDOR’S NAME:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL’S NAME:** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_  
(attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_  
(attach additional sheet if necessary)

**Signature of Company Official:** \_\_\_\_\_

(Please return form with RFP/CSP response or vendor application.)

## TEXAS CERTIFICATIONS ADDENDUM FOR ALL TEXARKANA INDEPENDENT SCHOOL DISTRICT PROCUREMENT CONTRACTS

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

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### Certification of Compliance with Texas Family Code

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Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

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

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### CERTIFICATION OF HOUSE BILL 89, SECTION 2270.001 TEXAS GOVERNMENT CODE

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Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract.

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

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

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

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### CERTIFICATION OF SENATE BILL 252, SECTION 2252 TEXAS GOVERNMENT CODE

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Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract.

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

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**CERTIFICATION OF SENATE BILL 13, SECTIONS 809 and 2274 TEXAS GOVERNMENT CODE**

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Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

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

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**CERTIFICATION OF SENATE BILL 19, SECTION 2274 TEXAS GOVERNMENT CODE**

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In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

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

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**CERTIFICATION OF SENATE BILL 2116, SECTIONS 2274 and 113 TEXAS GOVERNMENT CODE**

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PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District : (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

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

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

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

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

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**CERTIFICATION OF TEC 22.0834 Criminal History Record Information Review of Certain Employees: Fingerprint Background Criminal History Information Checks**

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Vendors and all their employees that perform work and will have direct contact opportunities with Texarkana ISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Human Resources Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required. The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

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

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**CERTIFICATION OF GOVERNMENT CODE 552.104(c)**

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A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

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

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**CERTIFICATION OF GOVERNMENT CODE 2272.003(a)**

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A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a)

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return.

"Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

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

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**CERTIFICATION OF GOVERNMENT CODE 403.1067(A) Lobbying Restriction – Tobacco Education Grant Funds**

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A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:

1. Lobbying expenses incurred by the district;
2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

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

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

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

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

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

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

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

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

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

If part of an RFP/CSP/BID/RFQ, or other solicitation then return completed form with those documents, otherwise send to the Texarkana Independent School District Purchasing Department, 4241 Summerhill Road, Texarkana, Texas 75503, or email to Angel LeGrand, [angel@txkisd.net](mailto:angel@txkisd.net) or David DeFoy, [david.defoy@txkisd.net](mailto:david.defoy@txkisd.net). Questions may be directed to the above emails or by phone to 903.794.3651 ext. 1025 or 1028.

# **Administrative Regulation - Charter Bus Selection**

Effective Date: April 1, 2006

## **I. PHILOSOPHY**

Texarkana ISD is greatly concerned about the safety of its students, staff and volunteers. In an attempt to ensure safety on trips where chartered busses are used, Texarkana ISD has adopted the following procedure for selecting bus companies to transport its students in the safest manner possible.

## **II. PROCEDURE**

Bus companies that are hired by Texarkana ISD to transport its students, staff and volunteers must adhere to the following procedures and requirements.

1. The bus company must provide the District with the following information about the company within 48 hours prior to the trip:
  - a. The company's current USDOT safety rating and the date of the company's last compliance review;
  - b. Any inspection information
  - c. Proof that the company is authorized to transport passengers for hire;
  - d. Proof that the company has a minimum of \$5 million of public liability insurance;
  - e. The company's record of regulatory violations and roadside out-of-service violations with a comparison to the national averages;
  - f. The company's accident history
  - g. Procedures for roadside emergencies and breakdowns
2. The bus company must provide the District with the following information about the drivers within 48 hours prior to the trip:
  - a. Copy of the driver's CDL with a passenger endorsement;
  - b. Copy of current MVR (driving records). Drivers will be held to same standard as District bus drivers.
  - c. Valid medical certificate;
  - d. Driver's criminal history and driving records
  - e. Statement that the driver is in compliance with the USDOT drug and alcohol testing standards;
3. A TISD representative will do the following prior to allowing the bus to proceed with the trip:
  - a. Check the driver's criminal history
  - b. Make a pre-trip inspection, checking tires, fire extinguishers, broken lights and other mechanical problems.
  - c. Interview the drivers to assure their fitness for the trip;
  - d. Check the driver's log books. Drivers must comply with the Federal regulation of driving no more that 10 hours a day and working more than 15 hours a day.
4. These procedures and requirements also apply to any subcontractors.



5. TISD Officials have the right to reject service at anytime during the trip, for cause, at which time the District will not pay for those services.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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 <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number											
				-				-			
or											
Employer identification number											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*