Physical Therapy Services (SPED)
RFP 24.03

SCHEDULE:

Questions Due: Monday, June 26, 2023 by 2:00 p.m.
Responses to Questions Posted: Wednesday, June 28, 2023 by 2:00 p.m.
Response to RFP Due: Tuesday, July 11, 2023 by 3:00 p.m.
Board Contract Approval: Estimated July 27, 2023
Estimated Contract Start Date: August 1, 2023

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 24.03 - PHYSICAL THERAPY SERVICES (SPED)

The Beaumont Independent School District ("BISD" or "the District") is requesting proposals from qualified Vendors to provide services for the RFP 24.03 Physical Therapy Services (SPED) (or also referred to as "the Project") as identified herein.

Proposals must be addressed to the Administration at the address listed below and marked as follows:

REQUEST FOR PROPOSALS
for
RFP 24.03 PHYSICAL THERAPY SERVICES (SPED)
due no later than
TUESDAY, JULY 11, 2023 AT 3:00 P.M.

BEAUMONT ISD
Attn: Purchasing Department
3395 Harrison Avenue
Beaumont, TX 77706

ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. UNSIGNED PROPOSALS AND/OR PROPOSALS RECEIVED VIA FACSIMILE OR EMAIL WILL NOT BE CONSIDERED. ALL RESPONSES MUST BE RECEIVED AT THE ADDRESS SHOWN ABOVE. RESPONSES SENT/ DELIVERED TO ANY OTHER DISTRICT ADDRESS WILL NOT BE CONSIDERED.

FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

Offerors must provide all requested information; failure to comply with any portion of this solicitation will be reflected in the evaluation process. The BISD reserves the right to accept or reject any Submission or any part thereof or any combination of Submissions and to waive any or all formalities. All responses in the Submission may be used by the BISD in the selection process. The BISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the BISD without regard to whether such information appears in the Submission.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 24.03 - PHYSICAL THERAPY SERVICES (SPED)

I. OVERVIEW

Pursuant to the provisions of Texas Education Code 44.0352, it is the intention of the Beaumont Independent School District ("BISD" or "the District") to select a vendor via the Request for Proposal process as authorized by TEC Section 44.031(a)(2) for Physical Therapy Services (PT) generally described herein. Responses to this Request for Proposals ("RFP") are referred to herein as "proposals" or "submissions." Entities submitting proposals are referred to as "Offerors" or "Proposers." The RFP may be obtained at Beaumont ISD Administration Building, 3395 Harrison Avenue Beaumont, TX 77706.

PROPOSALS MUST BE RECEIVED NO LATER THAN JULY 11, 2023 AT 3:00 P.M.

Any Proposal received after such time will not be considered and will be returned unopened. Proposals will be received by:

BISD Purchasing Department
3395 Harrison Avenue
Beaumont, TX 77706

Three (3) copies of the proposal must be submitted. Proposal envelopes must be plainly marked on the outside as follows:

SEALED PROPOSAL
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 24.03 PHYSICAL THERAPY SERVICES (SPED)

PROPOSALS MUST BE SUBMITTED ON THE PROPOSAL FORM ATTACHED AS EXHIBIT A. THIS REQUEST FOR RFP CONTAINS REQUIRED TERMS AND DESCRIPTIVE INFORMATION ABOUT THE SERVICES. RESPONSES NOT MADE AS SET FORTH IN THE REQUEST FOR RFP MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

For questions regarding this Request for RFP, please contact BISD Purchasing Department via email at bids@bmtisd.com

Questions must be received no later than 2:00 p.m. June 26, 2023. Questions and Answers (responses) will be posted on the District's website no later than 2:00 p.m. June 28, 2023.

Proposals are to include the information requested in Section VI of this Request for Proposals in the sequence and format prescribed. In addition to and separate from the requested information, Offerors submitting proposals may provide supplementary materials further describing their capabilities and experience.

SUBMISSION OF PROPOSALS

Following the deadline for receipt, the BISD's staff will receive, publicly open, and read aloud the names of the Offerors and, if any are required to be stated, all prices stated in the proposals. Within forty-five (45) days after the opening of the Proposals, the BISD shall evaluate and rank each Proposal submitted in relation to the selected criteria set forth below. The BISD shall either select a vendor from the respondents to this Request for Proposals or reject all proposals.

The recommended ranking shall be based on the data furnished by the Offerors in response to the Request for Proposals. The following is a list of criteria and weight for each criterion. Unless modified by addendum prior to opening of the Proposals, the following listing of criteria and weight of criteria shall be utilized by the BISD.

WEIGHT	CRITERIA
30 points	The Price Proposal – based on total proposal, including alternates if any
20 points	Project Experience & Reputation
15 points	Quality of the vendor's goods and services
20 points	Extent to which the goods and services meet the district's needs
5 points	Impact on the ability of BISD to comply with laws and rules relating to HUBS
5 points	Vendor's past relationship with the district
5 points	Total long term cost to the district to acquire vendor's goods and services
5 points	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 this state.

All responses in the Proposal may be used to help the BISD select a vendor based on these criteria. The BISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the BISD without regard to whether such information appears in the proposal.

II. COMMITMENTS OF THE BISD

1. The BISD reserves the right to withdraw this Request for Proposals at any time and for any reason.
2. Receipt of response by the BISD or submission of a response to the BISD or selection of an Offeror for the purposes of negotiating a contract; confers no rights to the Offeror, nor obligates the BISD in any manner.
3. The BISD reserves the right to award or not award a contract. The BISD also will award the Contract to the party or parties that the Board of Trustees of the BISD determines to be most qualified and most responsive to this Request for Proposals.
4. The BISD is under no obligation regarding this Request for Proposals until a written contract is approved and executed by all parties and funding of the Project occurs.
5. The cost of developing a response is the sole responsibility of the Offeror. The BISD shall not provide reimbursement of such cost and shall not be liable for any response preparation cost for any reason whatsoever.

III. INSTRUCTIONS TO OFFERORS

A. PROPOSAL FORM: The Proposal Form attached as Exhibit A must be filled out and signed by the Offeror. Submissions must provide full responses to the information sought in this Request for Proposals. Additional information may be provided separately.

B. AGREEMENT: The Agreement between the Owner and Vendor shall consist of the following:

1. Term of the contract. Initial contract award shall be for a period of twelve (12) months, with an option to extend for three (3) additional 12-month terms. The contract is not to exceed three (4) years including renewals.
2. Specifications and/or Scope of Services
3. Employees of a contractor/subcontractor who will have direct contact with students shall allow BISD to obtain criminal history record information (fingerprinting) prior to start date. (TEC Ch. 22) The District's Fast Pass for fingerprinting services will be provided to Vendor(s) after award. Costs associated with fingerprinting <u>will not</u> be the responsibility of the District.
4. BISD shall have the right to terminate the contract by specifying the date of termination in a written notice to Vendor at least thirty (30) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
5. Any agreement(s) resulting from the acceptance of a proposal shall be in a form either supplied by or approved by BISD and shall contain, as a minimum, applicable provisions of the RFP. BISD reserves the right to reject any agreement that does not conform to the RFP and requirements for agreements.
6. The Vendor performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and/or inspections, and shall pay without burden to the District all fees and charges in connection therewith unless specifically otherwise provided. In the event of violation, the Vendor shall pay all fines and penalties; including attorney's fees, and other defense costs and expenses in connection therewith.
7. THE VENDOR SHALL TAKE THE NECESSARY PRECAUTIONS AND BEAR THE SOLE RESPONSIBILITY FOR THE SAFETY OF THE METHODS EMPLOYED IN PERFORMING THE WORK. THE VENDOR SHALL AT ALL TIMES COMPLY WITH THE REGULATIONS SET FORTH BY FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS AND ALL APPLICABLE STATE LABOR LAWS, REGULATIONS AND STANDARDS. THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ALL LIABILITIES, SUITS, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) WHICH MAY BE IMPOSED ON THE DISTRICT BECAUSE OF THE VENDOR OR VENDOR'S SUBCONTRACTOR'S FAILURE TO COMPLY WITH THE REGULATIONS STATED HEREIN.
    A. THIS INCLUDES APPLICABLE LAWS AND REGULATIONS PERTAINING TO CONFIDENTIALITY, INCLUDING PRIVACY AND SECURITY, AS OUTLINED IN THE IDEA, PART C, HIPAA, AND THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).

B. VENDOR ALSO AGREES AND UNDERSTANDS THAT THE DISTRICT IS SUBJECT TO THE PUBLIC INFORMATION ACT, CHAPTER 552, TEXAS GOVERNMENT CODE.

8. Vendor understands and agrees that all work products including reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related materials produced under any agreement for services as set out herein are property of the District.
9. The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary general liability insurance. The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurances. The Vendor shall furnish to the District a Certificate of Insurance upon request.
10. The firm or firms shall not assign any interest in the agreement(s) and shall not transfer any interest in the same without prior written consent of BISD. Acquisition of a firm by another firm is considered a transfer. Change of control, sale of a firm, or any change in the key personnel specified in the RFP and agreement will subject the agreement to review and possible termination with a thirty (30) day written notice.
11. In connection with the execution of this Contract, The Vendor and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin in the performance of this agreement
12. No reports, information or data given to or prepared by any firm under any agreement shall be made available by the firm to any individual or organization without the prior written approval of designated employees of BISD.
13. Any and all data provided by BISD during the RFP or under an agreement is the property of BISD and shall be returned to BISD upon request.
14. All costs directly or indirectly related to preparation of a response to this RFP or any oral presentation required to supplement and/or clarify the RFP which may be required shall be the sole responsibility of, and shall be borne by, your firm.
15. Proposer has read, understands, and agrees to the Terms and Conditions in Exhibit C. Proposer is directed to pay special attention to the terms and conditions in this Attachment as this contract may be subject to federal provision as federal funds may be used for these services.
16. Any agreement will be governed, construed, and enforced in accordance with the laws of the State of Texas and the United States. Any legal action relating to an agreement made pursuant to the RFP shall be brought in courts with jurisdiction over Jefferson County, Texas.
17. Submission of this response shall serve as evidence that the proposer understands and agrees to all conditions of the Request for Proposals.

C. TIME: Offeror agrees to hold the proposal open for acceptance for forty-five (45) calendar days from the proposal due date.

D. WITHDRAWAL OF PROPOSALS: Offerors may request permission to withdraw a proposal prior to the actual time for proposal opening. Such request must be made in person or in writing at the same location designated to receive the proposal. The BISD will return the proposal documents unopened at that time.

E. WAIVER: By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the BISD, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of the proposal. The BISD shall have no contractual obligation to any Offeror, nor will any Offeror have any property interest or other right in the proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have been fulfilled by the Offeror.

F. OTHER INFORMATION: The BISD believes the information included in this Request for Proposals is materially accurate, however, the BISD does not warrant this information to be free from errors or omissions. Offerors are encouraged to inspect the premises prior to submitting a response.

G. THE OFFEROR MUST ALSO SUBMIT THE FOLLOWING ITEMS:

1. PROPOSAL FORM: Exhibit A, signed by Offeror.
2. RESPONSES TO INFORMATION REQUESTED: Section VI, signed by Offeror.
3. LICENSES: Individual licenses must be submitted with Response. Required Credentials: Licensed Physical Therapists by the Texas Board of Physical Therapy Examiners.
4. PROOF OF INSURABILITY: Submit a letter from your insurance provider stating provider's commitment to insure the applicant for the types of coverage at the levels specified in the RFP, if awarded a contract in response to this RFP. Offeror shall also submit a copy of current insurance certificate.
5. BISD's Vendor Packet in its entirety (attached as Exhibit C), consisting of:
   - **Conflicts of Interest**: Offeror acknowledges that it is informed that District Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District, shall file a completed conflict of interest questionnaire with the appropriate district records administrator not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the District; or (2) submits to the District an application, response to a request for qualifications, submissions or proposals, correspondence, or another writing related to a potential agreement with the District. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires must be included with responses to this RFP. Please consult your own legal counsel if you have questions regarding the statute or form.
   - **Vendor Certifications** for Contracts Under Federal Awards
6. COMPLETED FORM 1295. The form is available online with the Texas Ethics Commission at www.ethics.state.tx.us.

7. INDEPENDENT CONTRACTOR / SERVICE AGREEMENT: To be completed by Vendor after contract award. Draft Copy of Independent Contractor Agreement is included with this Request for Proposals as Exhibit D.
8. ALL FORMS included with this package.

IV. SCHEDULE

SCHEDULE:
Questions Due: Monday, June 26, 2023 by 2:00 p.m.
Responses to Questions Posted: Wednesday, June 28, 2023 by 2:00 p.m.
Response to RFP Due: Tuesday, July 11, 2023 by 3:00 p.m.
Board Contract Approval: Estimated July 27, 2023
Estimated Contract Start Date: August 1, 2023

OTHER REQUIRED DOCUMENTS

The Offeror must complete and submit the forms included with Exhibit B.

The Offeror must also complete the Form 1295, following the requirements of the Texas Ethics Commission, as found at:

TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THE PROPOSAL DOCUMENTS (INCLUDING THE SPECIFICATIONS), THE TERMS OF THE OWNER-MODIFIED INDEPENDENT CONTRACTOR AGREEMENT SHALL CONTROL.

Proposals are subject to the Texas Public Information Act, Texas Government Code Chapter 552. Further, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this procurement and Agreement and the Respondent agrees that any agreement may be terminated if the Offeror knowingly or intentionally fails to comply with a requirement of that subchapter.

V. SCOPE OF WORK

The Scope of Work for the RFP 24.03 - Physical Therapy Services (SPED) includes (and as more specifically set out below): Physical Therapists (PT) to provide Physical Therapy Services for students of the Beaumont Independent School District. PT services are needed district-wide and could cover up to 6 District campuses. Currently there are 80 students receiving services.

DUTIES OF PHYSICAL THERAPIST:

1. Providing direct therapy to children with disabilities, aged 3-21 as specified within each student's Individualized Education Plan ("IEP").
2. Designing and implementing physical therapy interventions that allow students to benefit from their educational program.
3. Measuring and documenting student progress resulting from the designed physical therapy interventions.
4. Preparing and maintaining documentation on Special Education Management Program (goals, progress reports, etc.).
5. Providing Consultative Services to the District.
6. Participating in diagnostic evaluations/staffing and IEP meetings.
7. Preparing required reports including Medicaid and documentation of services.
8. Consulting with the District on assistive technology and equipment needs.
9. Developing and conducting training for classroom teachers/paraprofessionals and other implementers of the students' goals and objectives.
10. Providing homebound services as needed
11. Providing Extended School Year ("ESY") coverage for services deemed necessary as required by a student's IEP.
12. Providing other therapy-related assistance to the IEP team/school district as needed
13. Engaging in proper supervision and scheduling of physical therapy assistants should PT utilize assistants.

VI. INFORMATION TO BE PROVIDED BY OFFERORS

Please provide the following information concerning your firm in the order and labeled in accordance with the sections set forth below.

Section 1: General Information

1-1.1. Please provide a cover letter that includes the name, business address, telephone number, fax number, type of organization (individual, partnership, corporation, association), number of employees in the home and any field offices, a brief statement of interest and information regarding your organizational structure, availability, and intent to perform services. The letter shall also include general qualifications for selection and signature of an authorized officer of the Offeror who has legal authority in such matters.

1-2. List all professional or industry organizations in which your firm or its principals are members.

1-3. Describe any substantial changes in ownership of your firm during the past five (5) years. How many years has your firm operated in its current form of business operation?

Section 2: Applicant Project Experience

2-1. Provide a brief overview of your general experience with providing Physical Therapy Services with an emphasis on Pre-Kindergarten through 12th Grade. Please provide a description of your experience with education institutional and minor children specifically.

2-2. List school districts and other educational clients for whom the firm has provided or is currently providing Physical Therapy Services in the past five (5) years.

2-3. List awards, honors, and distinctions received by the firm and its personnel. Identify project, award, awarding entity, and date received.

2-4. Provide a description of the nature and scope of proposed services your firm will provide.

2-5. Please provide a description of your evaluation strategy and methodology.

Section 3: Project Personnel

3-1. Provide a statement on the availability and commitment for all team members proposed for this Project.

3-2. Identify the key personnel who will provide the services, define their roles, and provide a resume for each as well as copies of relevant certifications.
The resume should describe experience relevant to the District's needs as set out in the scope of work above and qualifications of the individuals.

Section 4: Fee Structure

4-1. Discuss how you would set up a proposed fee structure (providing hourly rates) for the Physical Therapy Services.

VII. EXECUTION

The foregoing is true and correct. The BISD, or any authorized representative of the BISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information which the BISD might determine as being desirable.

Offeror: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 24.03 PHYSICAL THERAPY SERVICES (SPED)

REPRESENTATIONS AND CERTIFICATIONS

By submitting this Proposal the Offeror:

1. Represents that to the best of its knowledge it is not indebted to the BISD. Indebtedness to the BISD shall be basis for non-award and/or cancellation of any award.
2. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded or state funded contract.
3. Certifies it's understanding that, should Offerer be selected for the Project: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract 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."
4. In compliance with Chapter 2252 of the Texas Government Code, Offeror certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Offeror also certifies that for the length of any resulting contract with BISD, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
5. Certifies that it is in compliance with the Criminal History and Record Information (CHRI) section of the Independent Contractor Agreement (attached separately as Exhibit D) document, in accordance with TEC section 22.0834 and TGC section 411.082(a) and that neither Independent Contractor nor any of its Covered Employees have a Disqualifying Criminal History.

Offeror: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

REPRESENTATIONS AND CERTIFICATIONS

Section 44.034 of the Texas Education Code, 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 of services performed before the termination of the contract." Note: **This 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 following information furnished is true to the best of my knowledge.

SELECT ONE:

❒ My firm is a publicly-held corporation; therefore, this reporting 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.

Name of Felon(s):_____

Details of Conviction(s):_____

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

Company Name:_____

Address:_____

Phone:_____ Email:_____

_____ _____

Printed Name & Title Signature

EXHIBIT A

PROPOSAL FORM

IDENTIFICATION OF OFFEROR
AND ACCEPTANCE OF TERMS

IMPORTANT: A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Offeror agrees to strictly abide by the terms, conditions, and specifications set out in the Request for Proposal.

1.1 TO: Beaumont Independent School District
Attn: Purchasing Department
3395 Harrison Avenue, Beaumont, TX 77706

1.2 SUBMITTED BY:

_____

Address:

_____

Phone No.: _____ Email: _____ Date: _____

Signature: _____

1.3 PROPOSAL: (Amount in figures) Please specify per hour, per assessment, etc.

$_____

$_____

$_____

1.4 ADDENDA: Undersigned acknowledges receipt of Addenda:

(Nos. & Dates) _____

1.4 OTHER: Please list (in detail) any and all additional fees not related to the amounts in section 1.3:

_____

_____

_____

_____

EXHIBIT B, ATTACHMENT 1

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 (Printed):_____

☐ 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)_____

_____

Details of Conviction(s)_____

_____

Signature of Company Official_____

EXHIBIT B, ATTACHMENT 2

ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT

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

Vendor: _____

Address: _____

Phone: _____ Email: _____

Respondent (Signature): _____

Respondent (Print Name): _____

Position with Company: _____

Signature of Company Official
Authorizing Submission: _____

Company Official (Print Name): _____

Official Position: _____

EXHIBIT B, ATTACHMENT 3

CERTIFICATE OF RESIDENCY FORM

The State of Texas has passed a law concerning non-resident Contractor/Proposer(s). This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the BISD to determine the residency of its bidders. In part, this law provides that:

Section 2252.001, Texas Government Code:

1. 'Nonresident bidder' refers to a person who is not a resident.
2. 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002, Texas Government Code:

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

I certify that_____

Printed company name of Proposer

Is, under Section 2252.001 of the Texas Government Code, a (*check one*):

____Resident bidder

____Nonresident bidder

My/our principal place of business for purposes of Section 2252.001 of the Texas Government Code is in the city of:

_____ in the State of _____.

_____ _____

Authorized Signature *Date*

_____

Printed Name and Position with Company

EXHIBIT B, ATTACHMENT 4

DEVIATIONS/EXCEPTIONS OR COMPLIANCE

DEVIATIONS: In the event the undersigned intends to deviate from the general terms, conditions, or specifications identified in this solicitation and other information attached hereto, all such deviations must be listed on attached page(s), with complete and detailed conditions and information.

The District will be the sole judge to determine if deviations are acceptable in meeting the needs of the District.

EXCEPTIONS: Any and all exceptions to the requirements of this solicitation must be identified and listed on attached page(s) with complete and detailed information describing the exception(s) and the reason(s) thereof.

NO DEVIATIONS/EXCEPTIONS: In the absence of any deviation or exception entry attached to this page, the signatory assures the District of his/her compliance with the Terms and Conditions, Specifications, and information contained within.

All Proposers MUST COMPLETE this page.

SIGN & RETURN with Proposal or Offer may be considered NON RESPONSIVE.

Our Submission is submitted according to: _____Deviations (see attached)

_____No Deviations

Our Submission is submitted according to: _____Exceptions (see attached)

_____No Exceptions

Name of Authorized Company: _____

Printed Name of Authorized Company Official: _____

Signature of Authorized Company Official: _____

***Date*:** _____

EXHIBIT C

BEAUMONT ISD
Purchasing Department
3395 Harrison Ave., Beaumont, TX 77706
Phone #: 409.617.5041

Vendor Packet

Vendor Packet that consists of the following documents:

(1) this Vendor Information Form;
(2) Conflict of Interest Form;
(3) W-9 Form;
(4) Proposer/Vendor Certification Forms;
(5) Felony Conviction Notice Form;
(6) Antitrust Certification Statement; and
(7) Confidentiality Declaration Form.

The completed Vendor Packet must be e-mailed by a BISD campus or department contact in PDF format to the BISD Purchasing Department at purchasing@bmtisd.com. Incomplete packets will be rejected.

Will the Vendor/Vendor's employees potentially have direct contact with students? ____ **Yes** ____ **No**
If yes, Independent Contractor Agreement & Criminal History Certification (fingerprinting) may be required.

Is the Vendor a current or former employee of BISD? ____ **Yes** ____ **No**

Is the Vendor a Minority and/or Women's Business Enterprise? ____ **Yes** ____ **No**

Is the Vendor HUB certified? ____ **Yes** ____ **No**

Notice to Prospective Vendors:

1. Vendors must accept purchase orders for all purchases.
2. The District will not be responsible for payment of goods/services without an approved purchase order.
3. All invoices must reflect the purchase order number and must be mailed or emailed to the Beaumont ISD Accounts Payable Department: 3395 Harrison Ave, Beaumont, TX 77706; invoices@bmtisd.com
4. All payments are net 30 days after receipt of the goods and/or services.

Beaumont ISD
Preparing Our Next Generation

Vendor Information

Business Name: _____

DBA: _____

Website: _____

Phone: _____

Address: _____

_____

Type of Products/Services Provided: _____

Contact Information:

Name: _____

Title: _____

Email Address: _____

Phone: _____

Remit Information: **(if different from above)**

Check Payable To: _____

Address: _____

_____

Phone: _____

Email address where purchase orders are to be sent: _____

Is Vendor Awarded through a Purchasing Cooperative? ____ Yes ____ No

Cooperative Name(s): _____

Cooperative Contract #s: _____

Expiration Date(s): _____

District Information

To be completed by District personnel

___New Vendor ___Existing Vendor # _____

Requested By: _____

Campus/Department: _____

Phone/Extension: _____

Date: _____

For Purchasing Dept. Use Only

Vendor #

Entered/Updated By

Date

W9 Received in System? _____**Yes** _____**No**

Director Review

____**Yes** ____**No** _____**Initials**

BISD CONFLICT OF INTEREST DISCLOSURE STATEMENT

Beaumont Independent School District (BISD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with BISD or who seeks to do business with BISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of BISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of BISD, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of BISD.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

"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. *Texas Local Government Code 176.001(3).*

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

- ***BISD Board of Trustees and Superintendent include:***

  Ms. Matilda "Tillie" Hickman, President
  Mr. Stacey Lewis, Jr., Vice-President
  Ms. Denise Wallace-Spooner, Secretary
  Mr. Robert C. Dunn, Sr.
  Mr. Woodrow Reece, II
  Mr. Thomas Sigee, Sr.
  Mr. Joe A. Evans, Jr.
  Dr. Shannon Allen, Superintendent

- ***Current local government officers include, but are not limited to:***
  Superintendent, Assistant Superintendents, Administrators, Directors, Principals, Supervisors, Secretaries, Faculty members, District Staff.

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form **W-9**
(Rev. 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.

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

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

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

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

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.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by BISD; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by BISD in a fiscal year of BISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement 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." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to BISD for the duration of the Agreement; (2) promptly provide to BISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of BISD; and (3) on completion of the Agreement, either (a) provide at no cost to BISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to BISD.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* TEX. GOV'T CODE § 809.001(1).

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) BISD has determined that Vendor is not a sole-source provider or BISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." *See* TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* TEX. GOV'T CODE § 2274.001(3) of SB 19.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

BISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by BISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including 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 (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

_____ Initials of Authorized Representative of Vendor, if applicable

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200

The following provisions are required and apply when federal funds are expended by BISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between BISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense

Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree? YES _____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (B) above, when federal funds are expended by BISD, BISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or BISD. BISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if BISD believes, in its sole discretion that it is in the best interest of BISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by BISD as of the termination date if the contract is terminated for convenience of BISD. Any award under this procurement process is not exclusive and BISD reserves the right to purchase goods and services from other vendors when it is in the best interest of BISD.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree to abide by the above? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (F) above, when federal funds are expended by BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (G) above, when federal funds are expended by BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by BISD, the vendor certifies that during the term of an award for all contracts by BISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to BISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by BISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by BISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid 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 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by BISD, BISD 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: (1) procuring only items designated 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended BISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by BISD, 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.

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

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215

When federal funds are expended by BISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, BISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. BISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

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

CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – 2 C.F.R. § 200.216

BISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor certifies that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334

When federal funds are expended by BISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

When federal funds are expended by BISD 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.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by BISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322

As appropriate and to the extent consistent with law, BISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it 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.

> "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that BISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

BEAUMONT INDEPENDENT SCHOOL DISTRICT
FELONY CONVICTION NOTICE FORM

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 an agreement 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 the agreement 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".

Subsection (c) states "this section does not apply to 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 information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Authorized Official's Name (Printed or Typed): _____

You must select one and sign below:

☐ Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

☐ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.

☐ Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Detail of Conviction(s): _____

(Attach additional pages if necessary.)

Signature of Company Official: _____

Date: _____

BEAUMONT INDEPENDENT SCHOOL DISTRICT ANTITRUST CERTIFICATION STATEMENT
(Tex. Government Code § 2155.005)

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 bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Signature: _____

Printed Name: _____

Title: _____ Date Signed: _____

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO BISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552.

As a governmental body, BISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to BISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If BISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," BISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that BISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.0222, "contracting information"[1] is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

(1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or

(2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

BISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability BISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or BISD and determined by BISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act**. Further, even if Vendor marks information as "CONFIDENTIAL," **Vendor expressly agrees that BISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

[1] "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

Please check **ONLY ONE** of the following options:

☐ **Declaration of Confidentiality – Vendor HAS clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.**

☐ **Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to BISD and that its proposal and all other information—including any pricing information—submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to BISD in connection with this procurement solicitation or the Agreement.**

_____
Vendor Name

_____ _____
Printed Name of Authorized Officer/ Representative of Vendor **Title**

_____ _____
Signature **Date**

EXHIBIT D

INDEPENDENT CONTRACTOR / CONTRACTED SERVICES AGREEMENT

BEAUMONT INDEPENDENT SCHOOL DISTRICT

This Agreement ("Agreement") for Independent Contractor/Contracted Services ("Contractor") is made and entered into on this _____ day of _____, 20____, by and between Beaumont Independent School District ("District"), located in Beaumont, Texas 77642, and _____ ("Contractor"), located in _____, for Contractor to provide services to the District, in accordance with the terms and conditions specified herein.

Recitals

The District is a political subdivision of the State of Texas, established to promote education in Jefferson County, Texas. Both the District and Contractor desire to set forth in writing the terms and conditions of their agreement for the Contractor to provide certain services to the District, which services are in support of the District's educational objectives. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. ***Purpose.*** The District agrees to retain Contractor and Contractor agrees to provide services to the District as Contractor and to perform the duties and provide all necessary labor and resources needed to provide the services set forth in Paragraph 2 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.

2. ***Scope of Work.*** Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter "Services") Contractor agrees to provide, as needed and authorized in writing by the District.

3. ***Term.*** This Agreement is for services beginning _____ and ending _____ ("Term"), unless terminated as provided herein. All extensions of this Agreement shall be subject to the terms and conditions specified herein. This Agreement may be extended by mutual written consent of the parties, contingent upon approval of the District's Board of Trustees, as may be required.

4. ***Compensation.*** The District will pay Contractor an amount not to exceed $_____ plus expenses of $_____ per day, for Services provided in Exhibit A. The District shall not reimburse Contractor for mileage expenses. Contractor will invoice the District periodically throughout the Term of the Agreement in accordance with Section 7 of this Agreement. The District is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that the District is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's work, to the maximum extent permitted by applicable law, Contractor shall repay to the District, on demand, the amount of any such disallowed costs and/or refund(s). The District may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

5. ***Review of Progress.*** Contractor will work diligently to meet all timelines mutually established by Contractor and the District. The District reserves the right to monitor the progress of Contractor. Upon request by the District, Contractor shall provide periodic status reports to the District with approximate timelines for completion of the Services, and other information reasonably requested by the District.

6. ***Inspection and Acceptance of Service.*** The District reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, the District may elect, in the District's sole discretion, to: (i) require Independent Contactor to perform the Services again in conformity with such requirements, with no additional charge to the District; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to the District in this Agreement or

otherwise available by law.

7. ***Billing and Payment/ Invoices***. Contractor shall submit original invoices to the District, Attn: Accounts Payable Department, as statements of services rendered. Contractor shall submit invoices within a timely manner during the District's fiscal year in which the good(s) and/or services are purchased. The invoices shall include the following: purchase order number, date of invoice, billing period, dates of service, list of services provided daily including dates and amount of time spent performing each service, detailed descriptions of the services provided on each of the dates listed including location where services were provided, invoice number, contact information, deliverables under the Agreement, and certification of service provided through a signature by a company representative. Invoices shall be mailed to the District at the following address:

   Beaumont ISD
   Attn: Accounts Payable Department
   3395 Harrison Ave.

   Contractor is required to submit to the District a completed Vendor Packet including; IRS Form W-9 for the current tax year, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and other forms required by the District before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

   In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date the District receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the District receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from the District not later than the tenth (10th) day after the date Contractor receives the payment from the District. Contractor shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to Contractors' subcontractors and/or employees, if any. The exceptions to payments made by the District and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement. Invoices received more than 60 days after the date the work was performed will not be paid by the District.

   Failure to send the invoices to the Accounts Payable Department will delay payment. Contractor certifies that no work has been performed before the Effective Date of this Agreement (as hereinafter defined). Invoices submitted by Contractor for work performed prior to the Effective Date of the Agreement (as hereinafter defined) may not be honored by the District, in the District's sole discretion. The District may purchase services from the Contractor through the District's Purchasing Director using the District's purchase order process; this Agreement shall govern all conditions and service terms between Contractor and the District. In the event that Contractor's personnel begin work before Contractor receives a valid purchase order and/or the signing of this Agreement, Contractor agrees that the District is not liable for payment of such services rendered.

8. ***Contractor Status.*** It is the intention of the parties that Contractor be a Contractor and not an employee, agent, joint venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and either Contractor or any employee or agent of Contractor, nor shall anything in this Agreement be construed as creating or establishing a joint venture or business partnership between the District and either Contractor or any employee or agent of Contractor. Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the District hereunder and Contractor shall indemnify and hold the District harmless in this regard. Contractor will be free to contract for

similar services to be performed for other entities while Contractor is under contract with the District.

9. ***Compliance with Applicable Law and District Rules, Regulations, and Requirements.*** Contractor agrees to comply and certifies compliance with all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the District's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 C.F.R. Part 200," which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the District's Vendor Packet completed by Contractor, which is incorporated by reference herein. Further, Contractor agrees to and shall comply with all rules, regulations, and requirements of the District and the school campus(es) on which any Services are to be performed.

10. ***Subcontractors.*** If the District gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

11. ***Liability.*** Contractor shall take all precautions necessary for the safety of and prevention of damage to the District's property and for the safety of and prevention of injury to persons, including the District's employees and students, Contractor's employees, and third parties (including but not limited to guests, invitees, and the like), on the District's property. All Services are performed entirely at Contractor's risk.

12. ***INDEMNITY*****.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, OR INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE DISTRICT, WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

13. ***Insurance.*** Unless the District's Purchasing Director agrees in writing to waive the following requirements, Contractor shall comply with all of the District's insurance requirements. Contractor shall maintain and provide Certificates of insurance evidencing insurance coverage in the amount specified by the District. The District shall be named as an additional insured on such insurance policies. Contractor shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the District or any other person; provide that the insurer will have no right of subrogation against the District; and be reasonably satisfactory to the District in all other respects. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverage prior to the start of work. Contractor shall assure that the District will receive written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies.

Insurance Requirements Waiver – IF the Insurance Requirements are not applicable to the Services or if BISD otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate BISD representative may waive the requirements by initialing

here: → ☐ Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

14. ***Warranties.*** All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of the District's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the District. In addition, Contractor warrants that all goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation.

15. ***Confidential Data of the District.*** In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the District and employees of the District. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the District, either during the Term of this Agreement or after such Term.

    Contractor acknowledges that the District would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate the District for such irreparable injury.

    Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

16. ***Records Requests.*** The Parties acknowledge that the District is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Contractor shall immediately notify the District if Contractor receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by Contractor on behalf of the District pursuant to this Agreement. Contractor shall provide a copy of such request to the District, unless otherwise prohibited by law.

17. ***General.***

a. Termination. Either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) calendar days' written notice to the other party. In the event of such early termination, the District will make payment only for services rendered through the effective date of the Agreement's termination. The District will be responsible for payment for only those Services that have been accepted by the District up to the termination date. BISD may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event,

BISD may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse BISD for such costs incurred by BISD.

b. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

c. Authorized Signatory. By signing this Agreement, the undersigned representative for Contractor represents and warrants that s/he has authority to enter into this Agreement on behalf of Contractor.

d. No Waiver of Immunity. The execution of this Agreement and the performance by the District of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the District shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the District, its trustees, officers, employees, or agents under federal or Texas laws.

e. No Waiver of Breach. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

f. Non-Discrimination. Contractor will not discriminate because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.

g. Entire Agreement. This Agreement, including any attached and incorporated addenda, exhibits, attachments, and documents/forms; the procurement solicitation issued by the District, and the Contractor's completed District Vendor Packet (including all certifications therein) contain the entire agreement of the parties relative to the purpose(s) of this Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement. In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) the terms and conditions of this Agreement; (2) addenda, exhibits, attachments, and documents/forms attached to this Agreement; (3) the Contractor's completed District Vendor Packet; (4) the RFP; (5) the Contractor's proposal submitted in response to the District's RFP. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, Contractor contracts, Contractor terms of use, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement (as hereinafter defined).

h. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

i. Changes and Amendments. During the Term of the Agreement, the District reserves the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement.

j. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

k. Non-appropriation of Funds. The Term of this Agreement is a commitment of the District's current revenue only. Notwithstanding anything to the contrary in this Agreement, the District is obligated to make payments only as approved each year by the District's Board of Trustees. The District's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of the District. To the extent that the District will use federal grant funds to fulfill its obligations under this Agreement, Contractor

acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the District from the awarding agency. As such, if the District does not receive sufficient funding for the services provided in this Agreement, the District may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor.

l. ***Criminal History Certification.*** Contractor shall complete the "Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees" form regarding the criminal history of covered employees, which is incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement.

m. ***Governing Law and Venue.*** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

n. ***Assignment.*** Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of the District.

o. ***Non-Exclusivity.*** Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide the District Services. During the Term of this Agreement, the District reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

p. ***Performance.*** Contractor represents and warrants that Contractor has the experience, qualifications, licenses, and certifications required to provide the Services. Further, Contractor agrees that Contractor's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the District. If Contractor is unable to complete the work in this manner based on the mutually agreed upon timeline, Contractor shall notify the District's Purchasing Director.

q. ***Intellectual Property.*** Contractor represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

r. ***Ownership of Work Product.*** All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of the District, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to the District upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by the District for use by Contractor in connection with the Services performed under this Agreement will remain the District's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

s. ***Professional Services.*** This Agreement (check applicable box) ☐is / ☐is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

t. ***Conflict of Interest.*** During the Term of Contractor's service to the District, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by the District.

u. ***Force Majeure.*** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

v. ***Non-Collusion.*** The undersigned affirms that Contractor has not prepared its submission in collusion with

any other company, corporation, firm, partnership or individual, and that the contents of Contractor's submission as to prices, terms or conditions of said submission have not been communicated by the undersigned nor by any employee or agent of Contractor to any other person engaged in this type of business prior to the official opening of Contractor's submission.

In witness whereof, the District and Contractor have executed this Agreement to be effective as of the date of the last signature below ("Effective Date").

Notice to Contractor: Any change(s) made to the provisions above will nullify this Agreement.

Agreed to by Contractor: _____

Date:_____ By: _____

Printed Name: _____

Title:_____

Address:_____

Email:_____

Agreed to by the District: BEAUMONT INDEPENDENT SCHOOL DISTRICT

Date**:**_____ **By:** _____
Mandatory School or Department Administrator with signature authority

Date:_____ By: _____
Executive Director of C&I (if applicable)

Date:_____ By: _____
Director of Federal Programs (if applicable)

Date**:**_____ **By:** _____
Mandatory Director of Purchasing (or authorized representative)

Exhibit A

Scope of Work

Services to be provided by Contractor to BISD, including:

- **Individual(s) providing services: Name, title, and phone number**
- **Specific description of services to be provided, including any deliverables and/or objectives**
- **Location: Name of BISD campus, room number, etc.**
- **Schedule of services: Date(s), time(s), number of hours, any applicable deadlines, etc.**