Student Leadership & Personal Development Program
RFP 26.08

SCHEDULE

Questions Due: Tuesday, September 9, 2025 by 2:00 p.m.
Responses to Questions Posted: Thursday, September 11, 2025 by 2:00 p.m.
Response to RFP Due: Thursday, September 18, 2025 by 2:00 p.m.

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.08 – STUDENT LEADERSHIP & PERSONAL DEVELOPMENT PROGRAM

The Beaumont Independent School District ("BISD" or "the District") is requesting proposals from qualified offerors to provide a Student Leadership & Personal Development Program (also referred to as "the Project") as identified herein.

Sealed Proposals must be addressed to the Administration at the address listed below. Attendance is not required, but welcomed:

REQUEST FOR PROPOSALS FOR
RFP 26.08 STUDENT LEADERSHIP & PERSONAL DEVELOPMENT PROGRAM
due no later than
THURSDAY, SEPTEMBER 18, 2025 AT 2:00 P.M.

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

ANY PROPOSAL RECEIVED AFTER THE FINAL TIMES AND DATES 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 26.08 – STUDENT LEADERSHIP & PERSONAL DEVELOPMENT PROGRAM

SECTION 1: RFP OVERVIEW

Pursuant to the provisions of Texas Education Code Chapter 44, as amended, it is the intention of the Beaumont Independent School District ("BISD" or "the District") to select via the Request for Proposals process vendor(s) to provide a Student Leadership & Personal Development Program as 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 online at www.bmtisd.com/bids or at the Beaumont ISD Administration Building, 3395 Harrison Ave., Beaumont, Texas 77706.

PROPOSALS MUST BE RECEIVED NO LATER THAN
THURSDAY, SEPTEMBER 18, 2025 AT 2:00 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, Texas 77706

Two (2) copies of the proposal must be submitted. Proposal envelopes must be plainly marked on the outside as follows:

SEALED PROPOSAL – DO NOT OPEN
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.08 – STUDENT LEADERSHIP & PERSONAL DEVELOPMENT PROGRAM

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 Proposals, please contact BISD Purchasing Department via email at bids@bmtisd.com. The deadline to submit questions is Tuesday, September 9, 2025 by 2:00 p.m. Reponses to questions will be posted as an addendum (www.bmtisd.com/bids) no later than Thursday, September 11, 2025 at 2:00 p.m.

INTENT

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award by the Board of Trustees, or such date established by the agreement. The parties by mutual consent may renew the agreement for us to four (4) additional one (1) year periods. The maximum duration of any contract resulting from this procurement is a total of five (5) years, beginning at a date appointed by the District and after the date of approval by BISD's Board of Trustees. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the District ("Board") in a regularly scheduled meeting of the Board. Proposers are requested to submit a proposal offering their total line of services that are commonly requested by governmental entities, school districts and other public, not-for-profit agencies and organizations.

PROCUREMENT METHOD: Beaumont ISD uses procurement procedures, consistent with State, Local and tribal laws and regulations and standards of 2CFR Part 200, for the acquisition of property or services required under a Federal award or subaward as detailed in 2 CFR §200.318. BISD's procurement procedures conform to the procurement standards identified in §§200.37 of subpart D – Post Federal Award Requirements.

Beaumont ISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services.

ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this package, the Offeror accepts the evaluation process and acknowledges and accepts that determination of the "best value" will require subjective judgments by the District, based upon the information responsive to the Evaluation Criteria and Weight/Points Value as published with this package.

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

The District anticipates that the evaluation process may include multiple levels of evaluation, as for example, but not limited to:

Phase 1: Initial review of the proposal by the District's evaluation team.

Phase 2: Interviews and/or presentations of top proposals from Phase 1, followed by administrative review of finalist(s) and award recommendation, if needed.

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.

Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of BISD, unless such change would be in

contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

The ranking shall be based on the data furnished by the Offerors in response to the Request for RFP. The following is a list of criteria and weight for each criterion. Unless modified by addendum prior to the opening of the Proposals, the following listing of criteria and weigh of criteria shall be utilized by the BISD, pursuant to TEC Chapter 44.

In accordance with Chapter 44, Subchapter B, Texas Education Code, BISD will evaluate proposals on the basis of the following selection criteria:

Selection Criteria Weight Table	
Detailed Methodology for Scoring	**Criteria Weight**
1. Price Purchase price is reasonable and appropriate given the scope of the proposed plan.	40 Points
2. Reputation of Vendor and of Vendor's goods and/or services The Owner will consider the proposer's experience and reputation and the proposer's answers to the Questionnaire, including but not limited to record of past performance, general reputation of the proposers.	15 Points
3. Quality of Vendor goods and/or services Proposer demonstrates consistent and average past and current workload to staff ratio, showing ability to adequately staff the work and company stability. Proposer shows no or limited past history of claims, suits, and failure to perform. Proposer shows ability to maintain cost with no cost increases. Proposer shows ability to provide services, including references. Owner will consider the answers to the Questionnaire which relate to the quality of the proposer's services.	20 Points
4. Extent to which the goods and/services meet the district's needs Proposer shows adequacy and completeness of plan offered addressing the Scope of Services.	20 Points
5. Vendor's past relationship with BISD	5 Points
6. Impact on the ability of the district to comply with laws & rules relating to HUBs	0 Points
7. Total long-term cost to BISD to acquire Vendor's goods and/or services	0 Points
8. 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	0 Points
9. Other	0 Points

100 Points Total

As a general rule, BISD may not apply geographic preferences for procurements involving federal funds. 2 CFR §200.319.

All responses in the Proposal may be used to help the BISD select an Offeror 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.

SECTION 2: COMMITMENTS OF THE BISD

This Request for Proposals does not obligate BISD to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal. BISD assumes no financial responsibility for any costs incurred by proposers in developing and submitting a proposal or any other costs incurred by proposers in connection with this procurement solicitation.

1. **BISD, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**

2. **BISD RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL.**

3. **BISD RESERVES THE RIGHT TO WAIVE ANY FORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE CONSTRUCTION AND/OR PROCUREMENT DOCUMENTS, AND/OR ANY PROPOSALS RECEIVED OR SUBMITTED.**

4. **BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BEAUMONT INDEPENDENT SCHOOL DISTRICT, AND/OR BISD'S BOARD MEMBERS, ADMINISTRATORS, EMPLOYEES, AND/OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROCUREMENT PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

5. BISD reserves the right to withdraw/cancel this solicitation at any time for any reason, remove any scope component for any reason and to issue such clarifications, modifications and/or amendments as deemed appropriate by BISD, in its sole discretion.

6. A response to this procurement solicitation is an offer to contract with BISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation and the RFP documents. A contract is not formed unless and until a proposal is accepted and awarded by BISD after approval by the BISD Board of Trustees.

7. A proposal that has been submitted may be withdrawn prior to the deadline for submission of proposals.

8. Proposals received will become a part of BISD's official files without further obligation to the respondents.

9. Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of BISD, or to any consultant, employee, or member of BISD for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.

10. No employee, officer or member of BISD shall participate in the selection, development of a response to this procurement solicitation, award or administration of a contract resulting from this procurement solicitation if a conflict of interest, real or apparent, would be involved.

11. Proposers shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.

SECTION 3: INSTRUCTIONS TO OFFERORS

1. This portion of the RFP includes instructions on the format proposers must follow in preparing and submitting their proposals. It further identifies how questions can be raised and will be addressed.

A. COMPLIANCE WITH RFP: Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP. Any exception to the terms and conditions in the RFP must be clearly indicated on the Proposal Form in the Note to Buyer section of the form. Each proposer, by making its proposal, represents that the proposer has read and understands the RFP.

B. PROPOSAL FORM: The Proposal Form attached as Exhibit A, and Attachment B (Questionnaire) must be filled out and signed by the Offeror.

C. ADDENDUM: Any interpretations, corrections, additions, or changes to this RFP will be communicated to proposers by issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal to determine whether an addendum was issued. Addendums will be posted on BISD's website www.bmtisd.com/bids under the appropriate RFP 26.08.

D. DISQUALIFICATION: A proposer may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

E. AGREEMENT: Offeror shall agree to BISD's Service Agreement, including fingerprinting requirements, attached as Exhibit B with this Request for Proposals. Vendor shall also accept purchase orders, and by doing so, the Vendor will be agreeing to BISDs purchasing terms and conditions. These terms and conditions can be found at the following web address. https://www.bmtisd.com/cms/lib/TX01817643/Centricity/Domain/97/Beaumont%20ISD%20PO%20Terms_Conditions.pdf
If Vendor provides its own agreement with special terms and conditions, Vendor shall be open to review by BISD's Legal Counsel, but shall also adhere to and accept BISD's agreement included as Exhibit B.

F. INTERPRETATION: This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

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

H. 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.

I. 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.

J. INTERLOCAL AGREEMENT WITH OTHER SCHOOL DISTRICTS:

1. *Membership. Beaumont ISD is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA), an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.*
2. *Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Beaumont ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.*
3. *Document Sharing between Members. To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.*
4. *Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.*

K. RESPONSIBLE VENDOR: A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

L. RESPONSIVE PROPOSAL: Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

M. SIMILAR PRODUCTS: Whenever an article or material is defined by in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

N. BISD IS TAX-EXEMPT: BISD is tax-exempt. Proposal prices should not include taxes.

O. EDGAR CONFLICT OF INTEREST REQUIREMENTS:

1. In accordance with federal EDGAR requirements, 2 CFR § 200.318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

   The officers, employees, and agents of BISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

   Violations of this standard by an employee will be reported to the Business and Finance Department and addressed through BISD's personnel policies. Violations of this standard by an officer shall be addressed to the Board and addressed through BISD Board policies.

2. Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application and submitted with Vendor's proposal.

P. 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.

Q. THE OFFEROR MUST SUBMIT THE FOLLOWING ITEMS:

a. PROPOSAL FORM: Exhibit A and Attachment B (Questionnaire), signed by Offeror.
b. SERVICE AGREEMENT, included with this RFP as Exhibit B
c. BISD'S VENDOR PACKET, 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.
d. COMPLETED FORM 1295. The form is available online with the Texas Ethics Commission at www.ethics.state.tx.us.
e. ALL FORMS included with this package.

R. **<u>RESPONSIBLE PROPOSERS</u>, AT A MINIMUM, MUST MEET ALL OF THE FOLLOWING REQUIREMENTS:**

Be an experienced vendor that can provide Student Leadership & Personal Development Programs to Beaumont ISD staff and member districts.

Proposals deviating or taking exceptions to the solicitation requirements may not be considered. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.

SECTION 4: SCOPE OF WORK; SCHEDULE

The intention of this Request for Proposals (RFP) is to solicit proposals to qualified vendors to provide a comprehensive student leadership and personal development program. The selected vendor will deliver student, parent, and community engagement services designed to improve literacy, leadership, and post-secondary readiness outcomes for an estimated fifty (50) secondary students at two (2) campuses in the BISD. BISD intends to make an award to the proposer(s) who qualify and meet the minimum requirements established on this request for proposals.

BISD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with TEC Section 44.031 Purchasing of Contracts.

a. Background:

BISD is committed to fostering academic achievement, social-emotional growth, and family engagement that yields positive outcomes in student leadership and literacy development. BISD seeks to expand its current efforts to include the scope of services outlined in the following project objectives:

- Strengthen literacy skills for secondary level students
- Inspire school-wide engagement through a series of programmatic events.
- Equip students with leadership skills necessary to attain strong academic outcomes.
- Support parents with tools and resources to support student academic success at home.
- Support BISD's mission of preparing students for college, career, and military readiness.

b. Student Engagement

Minimum Requirements:

School Wide Events

- Opening event or activity to engage the full student body and introduce program themes.
- Engagement must be facilitated by an individual with demonstrated expertise and experience in student motivation, leadership, or academic success.
- Event scheduled early in the program year at a mutually agreed-upon date.

Targeted Student Group Programs

- Regular in-person workshops for a defined group of students (minimum of 100 students served).
- Conduct at least twice per month for a minimum of 6 months and 60 minutes each session. Estimated start date of October 6, 2025.
- Literacy and leadership focused content with an emphasis on practical application and culturally relevant experiences.
- Facilitate student exposure to content and experiences that are not typically available within our school community.

Preferred/Expanded Services:

- Keynote speakers with a proven track record of success in the areas of public speaking, motivation, and/or educational expertise with regional or national level recognition.

- Additional student workshops beyond the minimum requirement.
- Integration of virtual/online sessions to expand access for students beyond the school day.
- Supplemental enrichment activities such as service projects, peer leadership opportunities, or academic competitions.
- All workshop content should be represented in a fully developed curriculum that is accessible digitally or with print materials. All content must be aligned with district and programmatic goals.
- Student performance and engagement incentives for meeting specific targets outlined for the program should be included to enhance engagement.
- All travel and meal accommodations for awarded vendor must be included in proposed price.
- Meals provided to students served must also be included in proposed price.

c. <u>Parent Engagement</u>

Minimum Requirements

- Facilitate opportunities for parent engagement and training to support academic success for targeted students.
- Provide all materials, resources, and meals associated with the workshops.
- Materials must align with student program content and goals.
- Delivered at or before the start of the program.

Preferred/Expanded Services

- Multiple parent sessions throughout the year.
- Virtual access for families unable to attend in person.
- Ongoing parent newsletters or digital resources tied to program goals.
- Family workshops with joint parent-student participation.
- Digital tools or apps for families to track goals and progress.
- Resources translated into multiple languages to reflect community demographics.

d. <u>Program Support</u>

Minimum Requirements

- Attendance and participation tracking.
- Monthly progress reports and summarizing student engagement, leadership outcomes, and parent participation.
- Comprehensive end-of-program evaluation report.

Preferred/Expanded Services

- Mid-year evaluation report with recommendations for adjustments.
- Data dashboards or online portals for real-time reporting.
- Independent third-party evaluation of program outcomes.

e. Deliverables

Minimum Requirements:

1. One school-wide kickoff event.
2. One parent training session with refreshments.
3. Family engagement materials aligned with program goals.
4. Bi-monthly student workshops throughout the school year.
5. Monthly progress reports.
6. End-of-program comprehensive evaluation report.

Preferred/Expanded Deliverables (if available):

- Additional parent and student engagement opportunities.
- Expanded distribution of family resources.
- Enhanced program evaluation and reporting tools.
- Integration of virtual learning or digital platforms.

f. Budget and Pricing

Vendors must submit proposed pricing on the Proposal Form (Exhibit A). Proposal pricing shall include all costs, including but not limited to:

- All costs associated with the specifications and scope of work listed in this RFP
- Kick-off event & keynote services
- Parent training session with refreshments
- Student and family materials and resources
- Bi-monthly student workshops and interim parent workshops
- Travel, lodging, materials and administrative costs
- Vendor shall take into consideration that any/all employees working with BISD students shall be fingerprinted prior to commencement of work. The cost per fingerprint is estimated $40.00 and shall be the Vendors responsibility

g. Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) participation: BISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Proposers shall indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

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, 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.

h. **Formation of Contract (Execution of Offer):** A response to this solicitation is an offer to contract with BISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a contract unless and until it is accepted by BISD after approval by the BISD Board of Trustees.

i. **Non-Exclusive Contract:** Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of BISD. BISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in BISD's sole discretion.

j. **Pricing:** BISD requires that the pricing submitted in proposals be offered as a quantity one price.

k. **Federal/State/Grant Funding:** BISD receives a variety of federal, state, and/or grant funding. Performance by BISD under any contract/Agreement entered into pursuant to this RFP may be dependent upon the appropriation and allotment of state/federal/grant funds (a "Prime Contract"), including, but not necessarily limited to, those awarded to BISD under its Administration for Children and Families ("HHS"), including Head Start and/or Early Head Start funding; grants/funding from the Texas Education Agency; other federal and/or state funding; and allocation of funds by BISD. If BISD is not appropriated or allocated the necessary federal/state/grant funds or its funding under a Prime Contract is eliminated or decreased, or BISD fails to allocate the necessary funds, then BISD will issue written notice to Vendor and BISD may terminate the Agreement without further duty or obligation to Vendor. Vendor acknowledges that appropriation, allotment, and allocation of funds may be beyond the control of BISD.

SCHEDULE:
Questions Due: Tuesday, September 9, 2025 by 2:00 p.m.
Responses to Questions Posted: Thursday, September 11, 2025 by 2:00 p.m.
Response to RFP Due: Thursday, September 18, 2025 by 2:00 p.m.

SECTION 5: TERMS & CONDITIONS

This procurement solicitation shall be in accordance with applicable law, including Chapter 44 of the Texas Education Code (Request for Proposal Method of Procurement), BISD policy, and the following terms and conditions of this procurement solicitation:

a. Contract Award. Award of a contract, if any, will be made to the proposer(s) who submits the proposal that offers the best value for BISD, based on (a) the selection criteria in this request for proposals and the weighted value for those criteria listed in this procurement solicitation; and (b) BISD's ranking evaluation.

b. Term: The term of this contract award shall be for one (1) year, with four (4), one (1) year renewal options upon mutual agreement of both parties.

c. Interlocal Agreement with Other School Districts
   1. *Membership. Beaumont ISD is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA), an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.*
   2. *Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Beaumont ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.*
   3. *Document Sharing between Members.* To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.
   4. *Adopted Contract Management*. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

d. Taxes. BISD is exempt from taxation, and no proposal shall include any costs for taxes to be assessed against BISD.

e. Appropriated Funds. The purchase of services and/or products that arises from this solicitation is contingent upon the availability of appropriated funds. In addition to other termination rights contained in the resulting contract, if any, BISD shall have the right to terminate the resulting contract at the end of the current or each succeeding BISD fiscal year if funds are not appropriated by BISD's Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, BISD reserves the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of BISD or the contractor. Upon termination of the contract, BISD shall not be responsible for any payment of any service or product received that occurs after

the end of the current contract period or the effective date of termination, whichever is the earlier to occur.

f. Price Escalation. All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the District may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

g. Appeal/Protest Process. In accordance with applicable law, Owner is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. Any Proposer who submitted a proposal may appeal BISD's award, if the appeal is based on deviations from laws, rules, regulations, or BISD Board policies. BISD Board Policy GF (Local) applies to any Proposer wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Proposer shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to BISD's Director of Purchasing. Complaints/appeals must be received by the close of business on or before the 15th BISD business day after award of the contract. In the event Proposer is unsure about the award of the contract, it is the Proposer's responsibility to contact BISD on the next business day after the award is announced and verify details concerning the award.

SECTION 6: 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)

SECTION 7: 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 Offeror be selected for the Project: "The requirements of Chapter 44 of the Texas Education Code and the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that chapter.
4. Certifies its understanding that, pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at $100,000 or more and if the Offeror has at least ten (10) full time employees, then the Offeror, by its execution of any resulting agreement with BISD, represents and warrants to the BISD that the Offeror does not boycott Israel and will not boycott Israel during the term of any resulting agreement. This section does not apply to a sole proprietorship.
5. By signing, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Offeror certifies that the individual or business entity named is not ineligible to receive the specified payments and acknowledges that any resulting agreement may be terminated and payment withheld in this certification is inaccurate.
6. Offeror verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Offeror has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any contract with BISD.
7. Pursuant to Texas Government Code Chapter 2274, if the contract is valued at $100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to the BISD that the Offeror does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.
8. 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.
9. Offeror certifies that it understands that Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Texas Education Code §22.08341 requires that the Contractor obtain criminal history record information ("CHRI") on **Covered Employees** with **Disqualifying Criminal Histories** (each defined below). These persons are prohibited from serving at a school district. Because of restrictions on what entities may access such information, prior to commencement of work under this Agreement, using the process established by the Owner, Contractor will be required to arrange with the Owner to obtain the national criminal history record information ("CHRI") on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the

contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties. Contractor will also be required to reimburse the Owner for the costs and expenses associated with obtaining the criminal history information by entering into the proposed Contract Documents will be required to agree to accept the Owner's interpretation of the report as to whether any Covered Employee has been determined to have a Disqualifying Criminal History and will be required to be excluded from assignment to the Project. The selected Contractor will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on BISD's Project or on BISD's property.

Offeror: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.08 – STUDENT LEADERSHIP & PERSONAL DEVELOPMENT PROGRAM

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:_____ Fax:_____

_____ _____
Printed Name & Title Signature

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.08 – STUDENT LEADERSHIP & PERSONAL DEVELOPMENT PROGRAM

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 Proposals.

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

1.2 SUBMITTED BY: _____

Address: _____

Phone No.: _____ Email: _____ Date: _____

Signature: _____

1.3 PRICING: (amount in numbers)
The District is estimating services for approximately 50 students each at two of our secondary campuses. Estimated 100 students total. Pricing shall include all specifications as outlined in the RFP.

A. Student Workshops (price per student)

$_____

B. Student and Community Engagement (price per student)

$_____

Proposal prices are firm for acceptance by BISD for 60 days from the date opening of proposals has occurred.

Signed By: _____ Name: _____
(Type or Print)

Title: _____
(Type or Print)

1.4 **NOTE TO BUYER:** Any exception to the terms and conditions in the RFP must be clearly indicated on the Proposal Form in this section. Additional pages may be attached, if necessary.

_____

_____

_____

_____

_____

REQUEST FOR PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.08 – STUDENT LEADERSHIP & PERSONAL DEVELOPMENT PROGRAM

ATTACHMENT B – BUSINESS QUESTIONNAIRE & QUALIFICATION STATEMENT

FIRM NAME: _____

CONTACT PERSON'S NAME AND PHONE NUMBER:

_____

Do you or any officer, partner, owner, sales representative, and/or spouse work for Beaumont Independent School District? ☐ Yes ☐ No

If yes, please specify: _____

Please indicate how you became aware of this procurement.
Source: _____

I. ORGANIZATION

1. Type of Organization

   _____ Individual _____ Sole Proprietorship
   _____ Partnership Corporation, Incorporated in _____

2. Federal Employer Identification Number: _____

3. Number of persons currently employed: _____

4. How many years has your organization been in business? _____

5. How many years has your organization been in business under its present business name? _____

   List any other or former names your organization has operated under:
   _____

6. If your organization is a corporation, answer the following:

   Date of incorporation: _____

   State of incorporation: _____

   President's name: _____

   Vice-president's name: _____

7. If your organization is a partnership, answer the following:

Date of organization: _____

Type of partnership (if applicable): _____

Names(s) of general partner(s): _____

8. If your organization is individually owned, answer the following:

   Date of organization: _____

   Name of owner: _____

9. If the form of your organization is other than those listed above, describe it and name the principals/owners: _____

II. EXPERIENCE

1. List the categories of products and services that your organization normally provides.
   _____
   _____

2. Claims and Suits: (If the answer to any of the questions below is yes, please attach details.)

   Has your organization ever failed to complete any work awarded to it?
   ☐ Yes ☐ No

   Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
   ☐ Yes ☐ No

   Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years?
   ☐ Yes ☐ No

3. References: On a separate sheet, list five (5) references for similar projects your organization has performed and completed for Independent School Districts. Please include names, company names, and contact information.

Personnel

4. Given the scope and of the Project, identify key personnel who would assist BISD with implementation/troubleshooting on the Project. What assurances can you provide that these team members will be available for project start?

5. Describe, in detail, the proposed Project assignments and lines of authority and communication for each team member you anticipate to be directly involved in the Project.

Program Overview and Philosophy
Responses to the questions below can be attached on a separate sheet or as a catalog describing company & services.

6. What is the core mission or philosophy of your student leadership and personal development program?

7. What leadership theories, models or frameworks is your program based on (e.g., servant leadership, transformational leadership)?

8. How does your program address both leadership skill-building and personal development? (e.g. confidence, self-awareness, resilience)?

9. What can your team/firm provide to BISD that sets you apart from competitors?

I hereby certify that I have read, understood and agree to the terms mentioned in this document.

Signature:_____

Printed Name & Title: _____

Company Name: _____

Date: _____

EXHIBIT B **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 77706, 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.

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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
Beaumont, TX 77706

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.

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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

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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,

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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

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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

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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)

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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.**

As defined in RFP 26.08

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Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to BISD; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to BISD and Contractor.

Criminal history records will be obtained by either the Contractor/Subcontractor or BISD, as follows:

(1) Contractor/Subcontractor: Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees' criminal histories, certify compliance to BISD (and, in the case of a Subcontractor, certify compliance to Contractor), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

(2) BISD: All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to submit the necessary information listed below regarding their covered employees, so that BISD may obtain those employees' criminal histories, as applicable. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs and agrees to reimburse BISD for such costs; in the event Contractor/Subcontractor fails to reimburse BISD for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that BISD may deduct such costs from any payment due and owing by BISD to Contractor.**

Definitions:

Covered employees: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. BISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 TEX. ADMIN. CODE §153.1101(2).

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 TEX. ADMIN. CODE §153.1101(7).

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

- For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history

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information designated by BISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

- For employees of all other contracting or subcontracting entities: (1) a conviction or other criminal history information designated by BISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of _____ ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Beaumont Independent School District ("BISD") (and, in the case of a Subcontractor, certify to Contractor and BISD) that [check one]:

☐ None of the employees of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If BISD, in its sole discretion, determines that employees of Contractor/Subcontract are *covered employees*, as defined above, Contractor/Subcontractor will provide BISD with the name, date of birth, and any other requested information of such covered employees so that BISD may obtain criminal history record information on the covered employees, upon request of BISD.

Or

☐ Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/ Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

(1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify BISD in writing within 3 business days.

(3) Upon request, Contractor/Subcontractor will provide BISD with the name, date of birth, and any other requested information of covered employees so that BISD may obtain criminal history record information on the covered employees.

Or

☐ Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

(1) For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify BISD in writing within 3 business days. Upon request, Contractor/Subcontractor will provide BISD with the name, date of birth, and any other requested information of covered employees so that BISD may obtain criminal history record information on the covered employees.

(2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each

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covered employee, so that BISD may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.

(3) Contractor/Subcontractor shall provide the attached "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by BISD at least ten (10) BISD business days prior to the start of the services to be performed by Contractor/Subcontractor at BISD is subject to exclusion from service, in BISD's sole discretion, until his or her criminal history record information can be obtained and reviewed by BISD. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.

(4) Contractor/Subcontractor agrees that BISD will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by BISD through the procurement and/or contracting processes, to determine, in BISD's sole discretion, whether any covered employee(s) should be prohibited from serving at BISD. BISD will notify Contractor/Subcontractor of its determination.

(5) If BISD at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at BISD, in BISD's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by BISD through the procurement and/or contracting processes, BISD will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If BISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by BISD through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at BISD.

I also certify to BISD (and, in the case of a Subcontractor, certify to Contractor and BISD) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature	Title	Date

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*** *Insert BISD's "Texas Fingerprint Service Code Form"* ***

IdentoGO
By MorphoTrust USA

Texas Fingerprint Service Code Form

Local Education Entities-BEAUMONT ISD

Service Name: Local Education Entities - BEAUMONT ISD

To schedule your ten-minute fingerprint appointment, simply visit **https://uenroll.identogo.com** and enter the following Service Code

11FJ5N

When prompted, please provide or enter the following Agency Number TX922319Z

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Background Check Waiver

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Privacy Act of 1974 (5 USC 552a). I understand my fingerprints will be searched by and against civil, criminal and latent fingerprints in the Next Generation Identification (NGI) system. I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.

Don't have access to the Internet? You can still schedule an appointment by calling 888.467.2080

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) Vendor Information Form;
(2) ACH Form
(3) Conflict of Interest Form;
(4) W-9 Form;
(5) Proposer/Vendor Certification Forms;
(6) Felony Conviction Notice Form;
(7) Antitrust Certification Statement; and
(8) 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.

Notice to Prospective Vendors:

1. Vendors must accept purchase orders for all purchases.
2. Purchase Orders are delivered electronically from teamssupport@bmtisd.com. Please make sure email/spam settings are adjusted to accept emails from this address.
3. The District will not be responsible for payment of goods/services without an approved purchase order.
4. In order to process payments timely, all invoices should reflect the purchase order number and must be sent (mailed or emailed) to BISD Accounts Payable Department.

   Mail: BISD Accounts Payable Dept.
   3395 Harrison Ave
   Beaumont, TX 77706

   E-mail: invoices@bmtisd.com
5. All payments are net 30 days after receipt of the goods and/or services.
6. Terms and conditions for all BISD purchases can be found at www.bmtisd.com.

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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: (Please select option)

☐ Check ☐ ACH (form attached)

Check Payable To: _____

Address: _____

Phone: _____

Email address where purchase orders are to be sent: _____

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

Cooperative Name(s): _____

Cooperative Contract #s: _____

Expiration Date(s): _____

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

BISD
Preparing Our Next Generation

Office of Business and Finance

Beaumont ISD now offers payment by ACH direct deposit to all Accounts Payable vendors.

Payments by ACH are deposited directly into your bank account. A notification of the upcoming deposit is sent by email, containing the same memo information that would appear on a check stub.

If you would like your payment to be made by Electronic Funds Transfer through ACH, please complete Sections 1-3 of the form below, sign in Section 3, and return to the Accounts Payable department via email at **invoices@bmtisd.com**, fax at **409-617-5182**, or mail at **3395 Harrison Avenue, Beaumont, TX 77706**.

Accounts Payable Electronic Fund Transfer Agreement (EFT)

(PAYMENT BY ACH)

Section 1- Vendor Information

Name:
Address:
City/State/Zip: Phone:
Last 3 digits of Fed ID or SSN (to verify vendor identification):
Email Address for Notification of Deposit (required):

Section 2 – Bank Account Information (contact bank ACH department for correct routing number)

Financial Institution Name:
Financial Institution Address:
Routing Number for ACH:
Depositor Account Number:
Type of Account: _____ Checking _____ Savings

Section 3 – Authorization

I authorize Beaumont ISD to credit my account with the depository named above. If the district erroneously deposits funds into my account, upon notification by the district, I will authorize the necessary debit entries to correct the error, provided they do not exceed the amount deposited in error.
This authorization will remain in effect until the district has received written notification from me that it is to be terminated.
Printed Name: **Date**:
Signature:

BISD Business and Finance Office Purposes Only:

Vendor Verification ☐ Yes ☐ No **Date:** _____ **Initials:** _____

Associate Name: _____

ACH Testing ☐ Pass ☐ Fail **Date:** _____ **Initials:** _____

Entered: **Date:** _____ **Initials:** _____

Confirmed: **Date:** _____ **Initials:** _____

Administration Building
3395 Harrison Ave.
Beaumont, TX 77706
p 409-617-5000
bmtisd.com

Form **W-9**
(Rev. March 2024)
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.

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

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

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*.

What's New

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

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

Purpose of Form

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

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:***

  Mr. Thomas Sigee, Sr., President
  Mr. Rboert C. Dunn, Sr., Vice-President
  Mr. Woodrow Reece II, Secretary
  Ms. Yolanda Avery
  Mr. Joe A. Evans, Jr.
  Ms. Matilda "Tillie" Hickman
  Ms. Denise Wallace-Spooner
  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.

BEAUMONT INDEPENDENT SCHOOL DISTRICT
PROPOSER/VENDOR CERTIFICATION FORMS

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 RECIPIENT AND SUBRECIPIENT 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. If BISD terminates the contract for any reason, written notice of termination will be provided to vendor. 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 recipients or subrecipients 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 recipient or subrecipient 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 recipient or subrecipient 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 recipient or subrecipient 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, 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.

BISD and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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 (1) 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; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (J) above.

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

(K) Consideration of Small, Minority, And Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by BISD, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4)

establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such 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 during 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 EQUIPMENT OR SERVICES – 2 C.F.R. § 200.216

BISD, as a recipient, 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. Covered telecommunications equipment or services means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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); (3) telecommunications or video surveillance services provided by such entities or using such equipment; (4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of Section 200.216, covered telecommunications equipment or services also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS – 2 C.F.R. § 200.217

If vendor is a subrecipient of BISD, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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, ncluding, without limitation, financial records, supporting documentation, and statistical records, 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 COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318

When federal funds are expended by HCDE for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

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(a) and (b)

To the greatest extent practicable and 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, contracts and purchase orders under this 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 DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(c)

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when BISD is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. **"Infrastructure"** means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements").

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to BISD and/or the awarding Federal agency.

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 records of Vendor, and its successors, transferees, assignees, and subcontractors that are pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this Contract, or the Federal award in general. 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**