



## **REQUEST FOR PROPOSALS**

**Fine Arts Consultants and Clinicians**

**RFP NUMBER 10-2025TB**

**PROPOSAL CLOSE DATE: Thursday, January 9, 2025**

**TIME: 2:00PM CST**

**RETURN SOLICITATION RESPONSE TO:**

**Lamar CISD Purchasing & Materials Management**

**4901 Avenue I**

**Rosenberg, TX 77471**

For additional information contact:

Thamara Bochat 832-223-0175 or by email at [thamara.bochat@lcisd.org](mailto:thamara.bochat@lcisd.org)

## Fine Arts Consultants and Clinicians

### **BACKGROUND**

Lamar CISD (LCISD) is a Texas public school district located in West Fort Bend County, Texas. LCISD is a rapidly growing school district and with that knowledge it is presumed that some locations may be added or removed in this contract.

The district has approximately over 5,000+ employees. A student enrollment of over 46,702 students as of 2024-25 school year. The district currently consists of 53 campuses and 9 district sites with additional campuses pending. The intention of this Request for Proposal (RFP) is to solicit proposals for **Fine Arts Consultants and Clinicians**.

### **PRE-PROPOSAL MEETING:**

A virtual pre-proposal meeting will be held via Microsoft Teams on **Monday, December 2, 2024 at 2:00PM CST**. Vendors are highly encouraged to attend to understand the requirements of this RFP and how to submit. In addition, we will answer any questions vendors might have about this request for proposals (RFP).

Microsoft Teams Meeting Link and Information

[Join the meeting now](#)

Meeting ID: 246 699 222 032

Passcode: pd75pw9b

### **QUESTIONS AND ANSWERS:**

Questions regarding this RFP must be submitted via email to [thamara.bochat@lcisd.org](mailto:thamara.bochat@lcisd.org) on or before **December 09, 2024 at 11:00AM**.

### **PAYMENT:**

Lamar CISD utilizes an official Purchase Order document for payment agreement. If your company does not accept purchase orders, identify with your information and within following questionnaire. Lamar CISD will not prepay for services; payment is made at completion of service.

All sales will be exempt from state taxes. Lamar CISD is exempt from all Texas state sales tax. A Texas Sales Tax Exemption form for Lamar CISD is attached to this packet.

### **ALL INVOICES SHALL BE SENT TO:**

LAMAR CISD  
Attn. Accounts Payable  
3911 Avenue I  
Rosenberg, TX 77471

### **SERVICE/DELIVERY PERSONNEL**

All service/delivery personnel to a Lamar CISD location will be required to present a valid Texas driver's license before entering a Lamar CISD building beyond the front office.

### **EVALUATION**

After the opening date, an evaluation committee shall meet to discuss and score the proposers' documents based upon evaluation criteria given herein. Evaluation shall be supervised and collected by a member of the Lamar CISD Purchasing Department.

## **GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS**

This solicitation shall be governed by the documents incorporated herein as well as the general provisions posted on the Lamar CISD website. A copy may be obtained at <http://www.lcisd.org/departments/business-office/purchasing/terms-and-conditions> or by contacting the Lamar CISD Buyer, [thamara.bochat@lcisd.org](mailto:thamara.bochat@lcisd.org). Any exception to the terms and conditions must be included in the Proposer's response.

Texas Education Code 44.031

*Purchasing and Acquisition*, LCISD Policy CH (Legal)

*Purchasing and Acquisition*, LCISD Policy CH (Local)

Lamar CISD reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a proposal, advertise for a new proposal or make the purchase on the open market if the price or services can be obtained at a better price. **The District will not provide any guarantee on the amount awarded.**

## **INTERLOCAL AGREEMENT WITH OTHER SCHOOL DISTRICTS THROUGH THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA).**

- A. *Membership.* Lamar CISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA/ txctpa.org) an alliance of 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.
- B. *Adoption of Awarded Contracts.* In support of this collaborative effort, all awards made by Lamar Consolidated Independent School District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code. Section 44.0331(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 pricing and purchasing terms established by the originating district.
- C. *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.

## **VENDOR COMMUNICATION:**

Communication between the Purchasing Department and vendors is imperative and encouraged. Steps must be taken, however, to maintain a fair opportunity to compete for all vendors and avoid any appearance of favoritism. In order to protect the integrity of the process, once the solicitation is issued, please observe the following:

- Other than the Assigned Buyer or anyone in the Purchasing Department, all communication regarding this RFP with the district employees, staff, consultants or Board members is strictly forbidden and may result in disqualification.
- All request for clarification, information and questions must be submitted in writing to the Assigned Buyer during the Question-and-Answer time frame outlined in the solicitation document.
- All responses and necessary corrections to the solicitation will be communicated through the addendum process by the Assigned Buyer.

## **LENGTH OF SOLICITATION**

The contract period shall be for one (1) year with four (4) automatic one (1) year renewal options, with an end date of 02/18/2030 upon Lamar CISD Board approval and provided that LCISD and the approved vendor are in mutual agreement. This contract may be terminated by the District at any time with or without cause and without penalty to the District. In the event of termination by the District prior to completion of the contract, compensation shall be prorated on the services actually performed, and the Contractor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.

- A. In the event of default by Contractor, the District shall be liable only for payment of those services performed and accepted prior to the date of termination.

## **RATE INCREASES**

An increase in the service/or hourly rates charged this term contract may be presented for consideration by the District. Such a rate increase is subject to written approval by the District. The proposer must notify the District 90 days prior to the end of the current contract to request or to terminate the contract. The District requires documentation from the awarded proposers justifying such increase.

## **RESPONSE REQUIREMENTS**

Lamar CISD will accept sealed proposals either by mail or hand delivery until **Thursday, January 9, 2025, at 2:00PM CST**. FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED. It is the sole responsibility of each vendor to ensure all documents and requirements are received by the District before the deadline. Proposals received after the opening date and time will not be accepted and will be returned.

Submission Package must include:

- One (1) Original Paper
- One (1) Paper Copy

## **TIMELINE**

Lamar CISD anticipates following the timetable listed below for this solicitation. The timeline is only an estimate and actual dates may vary.

	<b>Activity</b>	<b>Date</b>
1.	First advertisement	Thursday, November 21, 2024
2.	Second advertisement	Thursday, November 28, 2024
3.	Vendor Questions Due 2:00 PM CST	Monday, December 9, 2024
4.	Pre-Proposal Meeting 2:00 PM CST  <a href="#">Join the meeting now</a> Meeting ID: 246 699 222 032 Passcode: pd75pw9b	Monday, December 2, 2024
5.	Deadline for Addendum(s)	Thursday, January 2, 2025
6.	Proposal Package Due 2:00 PM CST	Thursday, January 9, 2025
7.	Board Meeting Date	Tuesday, February 18, 2025

## Scope of Work and Requirements

### **PURPOSE OF SOLICITATION**

Lamar CISD is soliciting proposals from qualified Fine Arts Consultants and Clinicians to provide contracted services for staff and students development in the academic areas of art, dance, music, theatre, etc. This request for proposal will establish a list of pre-approved

companies or individuals that can provide Fine Arts Consultants and Clinicians services to the District in alignment with the instructional philosophy of the Fine Arts Department.

Consultants and Clinicians will provide the following category of services as described in the scope of work on a short or infrequent term, based on a fee per service or per diem, and does not involve the traditional relationship of employer and employee. Vendors may provide administrative, technical, or educational expertise not otherwise available to or performed by District personnel. Services may consist of information, advice, opinions, alternatives, conclusions, recommendations, performances, intellectual products, demonstrations, or direct assistance.

Services directly related to Fine Arts contracted services can include, but are not limited to, staff and students' development in the academic areas of Art, Dance, Music, and Theatre:

- Instructional coaching (job-embedded professional learning), or serving as a clinician
- Delivering instruction to students in large or small group settings, including but not limited to masterclass teachers, vocal coaches, marching band technicians, color guard technicians, and percussion technicians
- Performing as an accompanist
- Designing, coordinating, and delivering marching band shows, including but not limited to drill writing, program coordinating, music composing and/or arranging, and sound designing
- Composing or arranging music
- Creating choreography for students to perform
- Designing costumes and/or uniforms
- Creating color guard routines, including equipment work, for students to perform
- Providing staff development or professional learning sessions
- Providing professional training, professional training materials, books, or education kits
- Providing teaching materials, evaluation materials, examination/testing materials, and software programs or licenses

Pricing may be provided in the form of hourly rates, time and materials pricing, or applicable unit pricing. Proposer MUST submit pricing in the format provided herein. All pricing is subject to negotiation by LCISD.

This solicitation will become valid once your current Lamar CISD expires. Please see list of current Fine Arts Consultants contracts with Lamar CISD, solicitation #08-2023SE, expires 12/31/24, #26-2023SE, expires 03/21/25, #45-2023SE, expires 05/16/25, #55-2023SE, expires 09/19/25, #12-2024TB, expires 03/19/25 and #25-2024TB, expires 06/21/25.

## PRICE SHEET

COMPANY NAME: \_\_\_\_\_

**1. Discount Proposal Section**

If catalog provided, complete Section 1 if not, omit and complete Section 2

Title of Catalog/Published Price List	Publication Date	% Discount Offered	Special Conditions & Shipping Instructions

NOTE: If catalog and/or price list is accessible through the internet, list website address:

Website Address: \_\_\_\_\_

**2. Services**

Provide fixed rates for all proposed services offered. Services shall include but not limited to, consultant and judging services, training, etc. Proposer must complete the table below. Proposer may include additional pages if necessary.

Item No.	Description	Proposed Pricing	Unit of Measure
1.		\$	Per _____
2.		\$	Per _____
3.		\$	Per _____
4.		\$	Per _____
5.		\$	Per _____

**NO RESPONSE FORM**

**RETURN ONLY IF YOU CHOOSE NOT TO SUBMIT A RESPONSE TO THIS SOLICITATION  
YOU MAY EMAIL THIS SINGLE PAGE TO THAMARA.BOCHAT@LCISD.ORG**

**Solicitation #RFP 10-2025TB Fine Arts Consultants and Clinicians**

**Please Print Clearly**

Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Name of company

has reviewed LCISD's solicitation **RFP 10-2025TB** and elects not to submit a bid:

**State Reason for no bid:**

Street Address

City

State

Zip

Telephone/Fax Number

Name of Authorized Individual

Signature of Authorized Individual



**EVALUATION CRITERIA**

The award of this contract will not be made solely on price. Rather, LCISD’s award will be made based on “best value,” considering all applicable mandatory evaluation factors listed in Texas Education Code Section 44.031(b). Proposal shall be evaluated using the evaluation criteria listed below. Lamar CISD reserves the right to award contracts as meets the District’s needs.

	<b>Evaluation Criteria</b>	<b>Point System</b>
1	<b>Purchase price</b> – Proposal should offer a fair and reasonable price for goods/services to be procured by Lamar CISD.	25 points
2	<b>Reputation of the vendor and of the vendor’s goods or service</b> – Proposer should have a solid reputation with other school districts. Government or collegiate entities that shows a high level of customer service and a high level of quality of goods and services.	10 points
3	<b>Quality of the vendor’s goods or services</b>	25 points
4	<b>Extent to which the goods meet the District’s needs</b> –Lamar CISD will require that the selected vendor: Provides services in one (1) of the objectives—25-30 points Provides services in none of the objectives—0 points	30 points
5	<b>Vendor’s past relationship with the District</b> 5= Good business with no documented issue 4= Good Business with LCISD, staff recommends use again 3= Performed business with LCISD 2= Performed business but required redirecting per staff 1= Never or performed poorly with issue documented	5 points
6	<b>Long-term cost to the District to acquire the vendor’s goods or services</b>	5 points
7	<b>Vendor’s principal place of business is in the State of Texas, or employs 500 people in this state.</b> (either-or)	0 points
	<b>Total</b>	100 POINTS

**Purchase Order Information**

Please specify the correct information below that should be used for all purchase order submitted by the District.  
All purchases must be made with an approved District Purchase Order, District Check or Procurement Card.  
LCISD will not be responsible for orders without one of the approved methods of payment listed.

Legal Business Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Vendor Contact: \_\_\_\_\_

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

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

Web Site: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Please provide your preferred email address for receiving purchase orders:

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

## VENDOR QUESTIONNAIRE

In submitting a proposal, each Proposer shall also provide the following information: (Use additional sheets, if necessary.) A qualifying Proposal must address all items. Incomplete Proposals may be rejected.

### **PART I - GENERAL INFORMATION**

**1. Proposer Information:** Provide the following information regarding the Proposer.

Proposer Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

**2. Account Representative:** List the account representative information that would service the District's account, if awarded.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**3. Remittance Information:**

Please specify the correct legal business name, contact person, address, phone and fax numbers that should be used as the remittance address by LCISD, if different from vendor information above.

Legal Business Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

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

**REFERENCES:**

Provide a minimum of three (3) references that Proposers has provided like services or supplies to within the past three (3) years, preferably with K-12 School Districts and \*\* not from Lamar CISD\*\*. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided. Ensure attachment B (Vendor Questionnaire) is completed by every reference and attach to solicitation.

Reference 1:

Company/District Name:	
Contact Name/Title:	
Business Address	
Contact Phone #:	
Contact Email Address:	
Date(s) of Contract:	

**Reference 2:**

Company/District Name:	
Contact Name/Title:	
Business Address	
Contact Phone #:	
Contact Email Address:	
Date(s) of Contract:	

**Reference 3:**

Company/District Name:	
Contact Name/Title:	
Business Address	
Contact Phone #:	
Contact Email Address:	
Date(s) of Contract:	

## REFERENCE QUESTIONNAIRE

Please complete the reference questionnaire below on behalf of the vendor that has sent it to your company. Once Completed, please return the questionnaire directly to the vendor, so that they can submit it with their proposal.

Vendor: \_\_\_\_\_

Submitted By (name): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

1. How long have you used the vendor?

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2. Does the vendor promptly respond to phone and email inquiries?

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3. Does the vendor meet your needs?

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4. What are the vendor's strengths?

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5. Describe a situation when an issue arose with the vendor and how they responded.

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6. What are some things the vendor can do to improve?

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7. Would you use this vendor in the future?

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**EXCEPTIONS TO THIS SOLICITATION**

Does the Proposer have any deviations to any conditions and/or specifications/scope of services listed in this document?

No

Yes

If yes, noted in writing herein. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional Pages if necessary)

Note: Each exception must be clearly defined and referenced to the proper section and paragraph in this Solicitation.

## FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

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

### **This notice is not required of a Publicly Held Corporation.**

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

Vendor’s Name: \_\_\_\_\_

Authorized Company Official’s Name (Printed): \_\_\_\_\_

Check one of the following and sign as appropriate.

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

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

My firm is not owned or operated by anyone who has been convicted of a felony.

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

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

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



## CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for LCISD to determine the residency of its proposers. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder’ refers to a person who is not a resident.
- (4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

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

I certify that \_\_\_\_\_  
(Name of Company)

is, under Section: 2252.001 (3) and (4), a

Resident Bidder

Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ in the state of \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 instruction.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts undergrants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Certification Regarding Terrorist Organizations and Boycott of Israel**

Contractor 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 under federal law.

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory.

(Continued next page)

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, \_\_\_\_\_ as an authorized representative of

\_\_\_\_\_, a contractor engaged by

Insert Name of Company

\_\_\_\_\_  
Insert Name of Texas Governmental Entity

\_\_\_\_\_  
Address of Texas Governmental Entity

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

\_\_\_\_\_  
Signature of Named Authorized Company Representative

\_\_\_\_\_  
Date

## Contractor Certification

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors.

**Definitions:**

*Covered individuals:* Individual who have or will have continuing duties related to the service to be performed and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying criminal history:* (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including 19 Tex. Admin. Code §249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

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On behalf of \_\_\_\_\_ (“Contractor”), I certify that check one:

None of Contractor’s employees are *covered individuals*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered individuals*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**Or**

Some or all of Contractor’s employees are *covered individuals*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered individuals. None of the covered individuals has a disqualifying criminal history.
2. If Contractor receives information that a covered individual subsequently has a reported criminal history, Contractor will immediately remove the covered individual from contract duties and notify the District in writing within three business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered individuals so that the District may obtain criminal history record information on the covered individuals.
4. If the District objects to the assignment of a covered individual on the basis of the covered individual’s criminal history record information, Contractor agrees to discontinue using the covered individual to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Form 1295 Lamar CISD Certificate of Interested Parties

**Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and submitted with proposals or qualifications to Lamar CISD.**

Lamar CISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Lamar CISD from entering a contract resulting from this solicitation with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Lamar CISD at the time business entity submits the signed contract/proposal/qualifications. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“*Interested Party*” means a person:

- a) who has a controlling interest in a business entity with whom Lamar CISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

“*Business Entity*” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

**As a “business entity,” all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.**

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at [\\*https://www.ethics.state.tx.us/filinginfo/1295/](https://www.ethics.state.tx.us/filinginfo/1295/). Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with Lamar CISD by attaching the completed form to the vendor’s proposal.

Lamar CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract. After Lamar CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from Lamar CISD.

I have read and understand the above information regarding the Certificate of Interested Parties Form 1295. I understand the **action** needed on my part as an interested party. I also understand that the 1295 online filing form shall be returned with RFP response.

Acknowledgement Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

# Form 1295 Lamar CISD Certificate of Interested Parties

## STEPS FOR COMPLETING HB1295/TEXAS ETHICS COMMISSION FORM FOR THE FIRST TIME

STEP 1: GO TO [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

TEXAS ETHICS COMMISSION  
*Promoting Public Confidence in Government*

About TEC | What's New | Contact Us | Site Map | Links | Help

### Form 1295 Certificate of Interested Parties Electronic Filing Application

**LOG IN** ←

*Search Form 1295 Filings  
Implementation of HB 1295  
Frequently Asked Questions (FAQ)*

**Instructional Videos for Business Entities:**

- *Logging In the First Time - Business User*
- *How To Create a Certificate*

**Instructional Videos for Governmental Entities and State Agencies:**

- *Logging In the First Time - Government User*
- *How To Acknowledge a Certificate*

**Acceptable computers to use for filing include:**

- Personal computer or laptop
- Mac desktop computer or MacBook
- Tablet

**Your web browser must be at a minimum browser level:**

- Chrome 4
- Firefox 15
- Internet Explorer 9
- Opera 12.1
- Safari 4

**Filing Information For:**

- Candidates and Officeholders
- Lobbyists
- Personal Financial Statement Filers
- Political Committees
- Political Parties
- Local Filers and Filing Authorities
- State Officers/ Employees
- Other Filers

Enforcement/Sworn Complaints

Step 2:

Texas Ethics Commission  
**ELECTRONIC FILING APPLICATION**

### Form 1295 Certificate of Interested Parties Filer Login

You must log in to proceed. Enter your login information below and press Login.

Email:  [Click here if you don't have a user ID](#)

Password:  [Forgot Password?](#)

Select User Type: \*



### Step 3: Fill in each line

The screenshot shows a web browser window with the Texas Ethics Commission logo and the text 'ELECTRONIC FILING'. A modal window titled 'Form 1295 Certificate of Interested Parties - Create Account' is open. Below the title is a note: 'Provide a valid email address and user type, and a link will be emailed to you in order to complete registration.' The form contains the following fields:

- Email \* (text input: yourname@youraddress.domain)
- Confirm Email \* (text input: confirm@youraddress.domain)
- Contact First Name \* (text input: Contact First Name)
- Contact Last Name \* (text input: Contact Last Name)
- Entity Name \* (text input: Entity Name)
- Phone \* (text input: 555-555-5555, Ext: Ext)
- Country (radio button selected for US)
- Select User Type \* (dropdown menu: Select User Type)

A 'Create Account' button is located at the bottom right of the form.

Step 4: Wait for confirmation e-mail. Click on link in e-mail

Step 5: Set passwords and security questions.

Step 6: File your HB Form. Choose 1295 Filings

\*\*\* Key steps to assist when completing the HB1295 filing\*\*\*

- Business Entity: Your Business Name
- Governmental Entity: Lamar Consolidated ISD
- ID # Description: RFP # assigned example – *(XX-2022SE & RFP Name)*

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

## LAMAR CISD INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage in the amounts specified below and furnish to District. If any work provided for or to be performed under any Specifications is sub-let (as otherwise permitted by the terms of such Specifications), the contractor shall require the subcontractor to maintain and furnish him with satisfactory evidence of *Workers Compensation*, *Employer's Liability* and such other forms and amounts of insurance which the contractor deems reasonably adequate. Certificates of Insurance on the current ACORD form shall be issued to District showing all required insurance coverage.

<b>Insurance Required</b>	<b>Limit Required</b>								
<b>Automobile Liability</b> insurance covering Any Auto	\$1,000,000 Combined Single Limit								
<b>Comprehensive (Commercial) General Liability</b> insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. XCU exclusions to be removed when underground work is performed.	<p>\$2,000,000 Aggregate, Occurrence and Personal Injury                      \$ 500,000 Fire Damage                      \$ 5,000 Medical Payments</p> <p>Per Project Aggregate</p> <p>Evidence of coverage must be shown on certificates of insurance.</p>								
<b>Professional Errors &amp; Omissions Liability</b> insurance may be required from all contractors and licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, banks, financial consultants, etc.	<p>Consultant on a limited basis with the district in the area of student support and staff development;                      \$1,000,000</p> <p>One-time project limits all other consulting services;                      \$2,000,000 Occurrence &amp; Aggregate minimum,                      \$5,000,000 Maximum Limit                      \$50,000 Deductible</p> <p>Retroactive Date preceding date of contract must be shown</p> <p>Extended Reporting Period three years past completion of contract</p>								
<b>Workers Compensation</b> insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.  Employers Liability insurance	<p>Statutory Limits</p> <p>\$1,000,000</p>								
<b>Umbrella or Excess Liability</b> insurance (excess of primary General Liability, Automobile Liability and WC Coverage B)	<p>One-time contract amount for all contracts exceeding:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: left;"><b>Contract</b></td> <td style="text-align: left;"><b>Limit</b></td> </tr> <tr> <td>\$100,000 -</td> <td>\$2,000,000 total limit</td> </tr> <tr> <td>\$500,000 -</td> <td>\$10,000,000 total limit</td> </tr> <tr> <td>\$1,000,000 (plus)-</td> <td>\$25,000,000 total limit</td> </tr> </table>	<b>Contract</b>	<b>Limit</b>	\$100,000 -	\$2,000,000 total limit	\$500,000 -	\$10,000,000 total limit	\$1,000,000 (plus)-	\$25,000,000 total limit
<b>Contract</b>	<b>Limit</b>								
\$100,000 -	\$2,000,000 total limit								
\$500,000 -	\$10,000,000 total limit								
\$1,000,000 (plus)-	\$25,000,000 total limit								

Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.

**Insurance Conditions**

All insurance coverage shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The location or description and the bid number, RFP number or Purchase Order number
2. A 60-day notice of cancellation of any non-renewal, cancellation or material change to any of the policies
3. "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies naming the District.
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Automobile Liability, Umbrella Liability and the Property insurance policies.
5. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District: CG2010, CG2037, CG2404, CA0070, CA0032, WC0003 or their equivalents.

All insurance must be maintained for one year following substantial completion with Certificates of Insurance provided.

Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

Lamar CISD – Purchasing Dept.  
4901 Avenue I  
Rosenberg, TX 77471

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**EDGAR CERTIFICATIONS**  
**ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

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

---

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

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- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

Does Vendor agree? \_\_\_\_\_ 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 LCISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, 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 contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The**

**non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

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

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

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

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

Does Vendor agree? \_\_\_\_\_ 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 401.2 (b) Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

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

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

Does Vendor agree? \_\_\_\_\_ 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 LCISD, Vendor certifies that during the term of an award for all contracts by LCISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? \_\_\_\_\_ 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 (l) above, when federal funds are expended by LCISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by LCISD 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 for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

---

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

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

---

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

When LCISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

---

**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

---

It is the policy of LCISD 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? \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

LCISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (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.

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

---

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

---

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

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

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

---

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

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

---

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

Vendor's Name: \_\_\_\_\_ Address, City,

State, and Zip Code: \_\_\_\_\_

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

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

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

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

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

## CLEAN AIR AND WATER ACT

### Clean Air and Water Act Certification

I certify that my company is in compliance with all applicable standards, orders of regulations 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 as required under OMS Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

I (We) the undersigned, agent for the firm, named below certify that the above information is true to the best of my knowledge.

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NAME OF COMPANY (Please Print)

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NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (Please Print)

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SIGNATURE

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DATE

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://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.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> 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.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>OR</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
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### General Instructions

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

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

### 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

**PROPOSAL SUBMISSION FORM**

**SOLICITATION NO. RFP 10-2025TB**

**Fine Arts Consultants and Clinicians**

Please Print

Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (print name of company)

\_\_\_\_\_ has reviewed

Solicitation No. **RFP 10-2025TB** and has responded in accordance with the terms and conditions which are incorporated herein.

A copy may be obtained at <http://www.lcisd.org/departments/business-office/purchasing/terms-and-conditions> or by contacting the LCISD Purchasing staff person listed on the cover sheet. Any exception to the terms and conditions must be included in the Proposer's response.

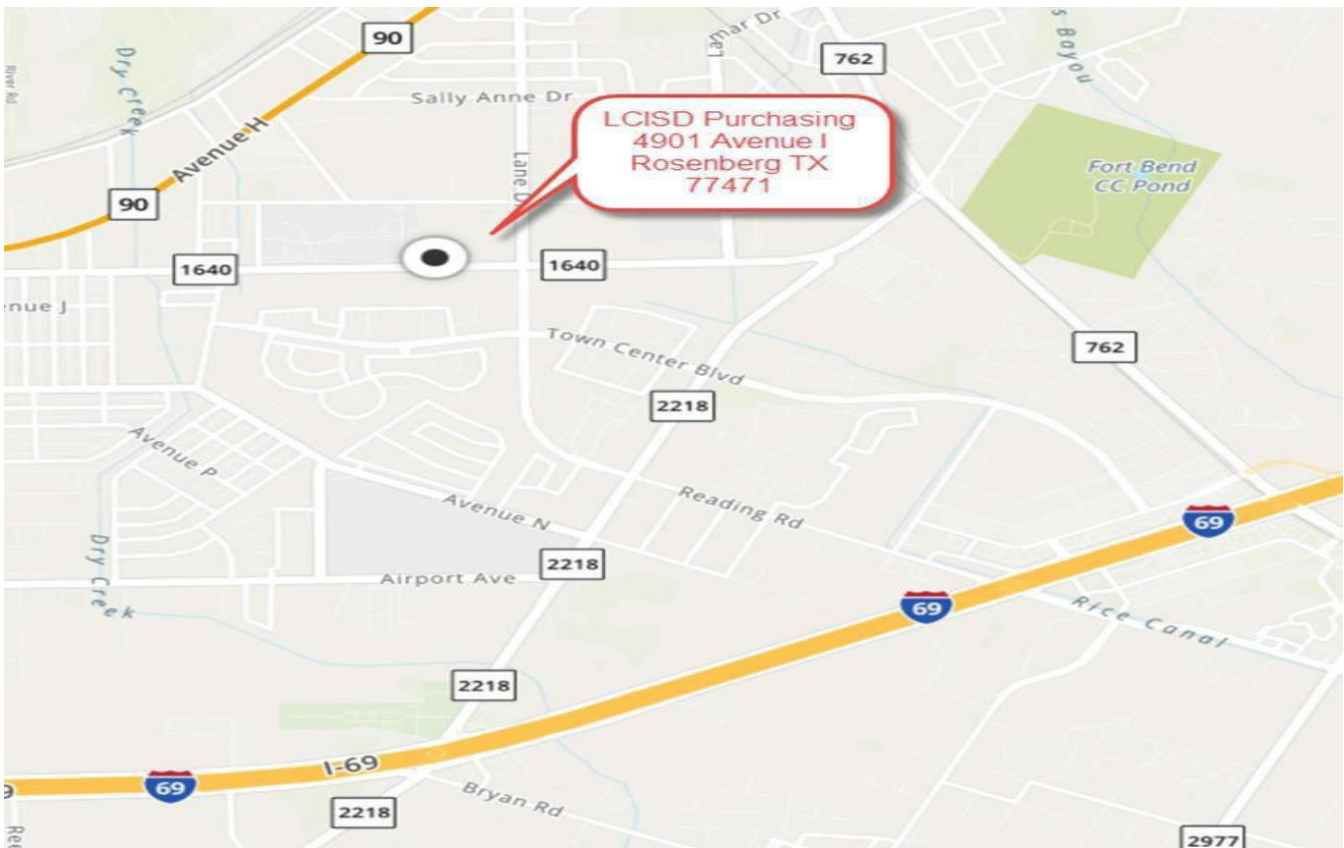
Texas Education Code 44.031

*Purchasing and Acquisition, LCISD Policy CH (Legal)*

*Purchasing and Acquisition, LCISD Policy CH (Local):*

_____	_____
Street Address	City, State, Zip Code
_____	_____
Telephone Number	Fax Number
_____	_____
Name of Authorized Individual	Signature of Authorized Individual

**Directions to  
Lamar CISD Purchasing Department / Distribution Warehouse**



**From Houston 59 South**

Exit 59, Reading Road Exit.  
Right on Reading Road  
Left on Avenue I  
Destination on Right

**From 59 North**

Exit 59, Exit Reading Road  
Left on Reading Road  
Left on Avenue I  
Destination on Right

**CUT AND PLACE THIS LABEL ON THE OUTSIDE OF YOUR PACKAGE**



Lamar Consolidated ISD Purchasing Department

4901 Avenue I Rosenberg, TX 77471

RFP # 10-2025TB

Company Name: \_\_\_\_\_



**CUT AND PLACE THIS LABEL ON THE OUTSIDE OF YOUR PACKAGE**

### PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in your submission.

Page Order in Proposal	Document	Check to Indicate Included in Proposal
7	Price Sheet	
10	Purchase Order Information	
11	Vendor Questionnaire	
12-14	References & Reference Questionnaire	
15	Exceptions to this Solicitation	
16	Felony Conviction Notification	
17	Certificate of Residency	
18	Certification Regarding Lobbying	
20	Texas Government Code 2270 Verification Form	
21	Contractor Certification	
22	Vendor Debarment Statement	
23	Form 1295 LCISD Certificate of Interested Parties	
26	Certificate of Interested Parties- Download form from website	
29	Conflict of Interest Questionnaire (CIQ)	
31-34	Edgar Certifications	
35	Clean Air and Water Act	
36	W9	
37	Proposal Submission Form	