

## DICKINSON INDEPENDENT SCHOOL DISTRICT

Tom Mooney

Director of Purchasing

2218 FM 517

Dickinson, Texas 77539

### Notice to Bidders

BID/PROPOSAL NUMBER: #20-03-980D  
OPENING DATE: February 25, 2020  
OPENING TIME: 10:00am  
SUBJECT OF PROPOSAL: Contracted Services Related to Administration, Educational Services, Special Programs and Fine Arts

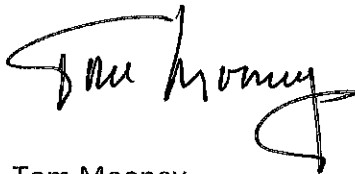
Proposals are solicited as set forth herein. Complete and signed Proposal documents must be received at the Dickinson ISD Educational Support Center, Attention: Tom Mooney, 2218 FM 517, Dickinson, Texas 77539 before the opening date and time shown above.

Proposals must be in a sealed envelope and marked properly with the Proposal Number and date and time of opening. Proposals received later than the specified time, whether delivered or mailed, will be disqualified and returned unopened to the bidder.

The District reserves the right to reject any or all proposals, to accept any proposal deemed advantageous to the District, and to waive any informality in bidding.

If you have questions about the bid specifications contact [tmooney@dickinsonisd.org](mailto:tmooney@dickinsonisd.org) or 281-229-6160.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Mooney", with a stylized flourish at the end.

Tom Mooney

## General Conditions

### Scope of the Proposal:

- 1.1 Dickinson ISD is accepting proposals from potential vendors who may provide training, instruction, assessment, consultation, or special services on an "as-needed" basis for students or staff. Services may consist of information, advice, opinions, recommendations, demonstrations, or direct assistance such as studies, analysis, evaluations, performances, or speeches. Potential vendors who meet requirements will be recommended for approval as a vendor. **Vendors who previously responded to a RFP for general contracted services need not respond again.** Services may include but are not limited to the following:

- Accompanist
- After School Services
- Band Consultants
- Bilingual Assessment, Diagnosis, or Evaluations
- Choreographers
- Diagnosticians
- Health or Special Education Services
- In-Home Parent Training Services
- Instructional Programs and Services
- Interpreting Services
- Licensed Specialists in School Psychology
- Marching Band/Drill/Cheer Design and Choreography
- Music Therapy Services
- OT/PT Services
- Presentations/Staff Development Training
- Other services as appropriate for this request

**Please note that this RFP does not cover professional services as defined by TEC 44.031.**

- 1.2 This Proposal is as follows: Notice to Bidders, General Conditions, Special Conditions, Bid Acknowledgement Form, Questionnaire, Hold Harmless Agreement, EDGAR Certifications, Non-Collusive Bidding Certificate, Criminal Notification/Felony Conviction Notification, Conflict of Interest Form, W-9 Form, instructions for filing form 1295 with the Texas Ethics Commission, and confirmations as per Texas House Bill 89 and Texas Senate Bill 252.
- 1.3 This agreement will go into effect March 3, 2020, and shall renew annually on March 3 of each year. As services will be on an "as-needed basis," there is no guarantee that the District will utilize any particular vendor at any time. Should an approved vendor choose to be removed from the DISD list that vendor need only request removal in

writing to the DISD Business Services Department. DISD reserves the right to post supplemental RFPs under the original RFP 17-05-980.

- 2.0 It is not the policy or practice of Dickinson ISD to purchase on the basis of low bid alone.
- 2.1 Agreements for service will be put into effect by means of a purchase order executed by the DISD Business Office. All agreements between vendors and the District shall adhere to the statutes of the Uniform Commercial Code, official text. The parties agree that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order contract or service agreement.
- 3.0 Dickinson Independent School District will pay all invoices for service no later than 30 days from date of acceptance or delivery as set forth in the specifications for this bid.
- 4.0 Pricing on purchases shall remain firm for the duration of the contract or as specified by the bidder.
- 5.0 The District is exempt from all Federal, State, and Local taxes.
- 6.0 Dickinson ISD does not accept faxed or email bids. An original signature on the Bid Acknowledgement Form and the Proposal Price List included in the sealed envelope is the only acceptable form of proposal submittal.
- 7.0 Bidders are invited to be present at the opening of the proposals on the date and time specified, however are not required to be present.
- 8.0 The District reserves the right to award contracts for any, all, or none of the parts and/or items of the proposal request.

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## **Proposal #20-03-980D**

### **Special Conditions**

- 1.0 This request is for potential vendors who provide training, instruction, assessment, consultation, or special services for students or staff.
- 2.0 The District reserves the right to award this proposal for any, all, or none of the parts and/or items of this bid request and to award the proposal in the best interest of the Dickinson ISD.
- 3.0 This agreement would begin March 3, 2020, and renew annually unless the vendor or Dickinson ISD advises the other party in writing of the desire to cancel the agreement.
- 4.0 The renewal date will be March 3 each year beginning March 2021.
- 5.0 If at any time the vendor awarded this proposal fails to fulfill or abide by the terms, conditions, or specifications of this proposal, or fails to meet the quality standards of Dickinson ISD for the goods or service, Dickinson ISD reserves the right to cancel the agreement.
- 6.0 Bidders must complete, sign, and return all included forms in this RFP.
- 7.0 Dickinson ISD does not award proposals for low price only. Additional criteria (as per General Conditions) will be used in the best interest of Dickinson ISD.

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### Acknowledgment Form

The undersigned bidder's agent hereby proposes and agrees to furnish supplies or service in compliance with the specifications at the prices quoted.

If you cannot comply with any of the items or terms of the Proposal, please state your reasons here: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor/Company Name: \_\_\_\_\_

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

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

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

Bidder Representative's Name: \_\_\_\_\_

Signature of Company Official Authorizing Bid/Proposal: \_\_\_\_\_

Printed Name of Company Official: \_\_\_\_\_

Official Position: \_\_\_\_\_

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

**DICKINSON INDEPENDENT SCHOOL DISTRICT**

**Contracted Services RFP**

**Hold Harmless Agreement**

To Be Completed and Returned By Vendor

The Proposer/Contracted Services Provider shall defend, indemnify, and hold harmless Dickinson ISD, its trustees, employees, and agents against all suits, actions, or claims of any kind brought forth or on account of any injuries or damages received or sustained by any person or property on account of, arising out of, or in conjunction with any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance under this agreement designated as Contracted Services.

The Proposer/Contracted Services Provider shall also defend, indemnify, and hold harmless Dickinson ISD, its trustees, employees, and agents from and against claims by any subcontractor, supplier or laborer for payment for work materials provided on behalf of the Contracted Services Provider in the performance of the agreement and all such claimants shall look solely at the Contracted Services Provider and not Dickinson ISD for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned and its successors, legal representatives, heirs and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Contracted Services Provider Name: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

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

DICKINSON INDEPENDENT SCHOOL DISTRICT

CONTRACTED SERVICES RFP #20-03-980D

QUESTIONNAIRE

Please answer the following questions. If you represent an organization with multiple service providers, please complete a form for each proposed provider.

1. List relevant certifications and current valid licenses.

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2. Please indicate your current daily rate or hourly rate for service.

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3. Please note that the District may require a Contracted Service Agreement indicating the specific services to be provided, the rate of pay as agreed, the location(s) where service is required, and the length of time service is required.

4. Also please note that the District is not responsible for mileage reimbursement and will not offer overtime as part of this agreement.

5. Please indicate here if you are likely to bill the District for materials, publications, or support documents (this expense must be pre-approved by the District administrator requesting your service.)

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6. Please include additional information that might assist the District in evaluation of your proposal.

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**Non-Collusive Bidding Certification:**

By submission of this bid or proposal, the Bidder certifies that:

- a. This proposal has been independently arrived at without collusion with any other bidder or with any competitor.
- b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project to any other bidder, competitor, or potential competitor.
- c. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal.
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

ACKNOWLEDGMENT BY SIGNATURE: \_\_\_\_\_

**Felony Conviction Notification:**

The State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History of Contractor, states:

- a. A person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner, or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
- b. A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by subsection (a)(misrepresented the conduct resulting in the conviction.) The district must compensate the person or business entity for services performed before the termination of the contract.
- c. This section does not apply to a publicly held corporation.

**Please check one of the boxes and sign the form in the appropriate space.**

\_\_\_\_\_ 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 and operated by the following individual(s) who has/have been convicted of a felony.

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

Date(s) of convictions(s): \_\_\_\_\_

ACKNOWLEDGMENT BY SIGNATURE: \_\_\_\_\_

**Dickinson ISD  
Proposal Price Sheet**

**To Bidders:** This form must be completed and signed as part of the bidder's Proposal. You may attach additional page(s) for an explanation of the total costs of this Proposal.

**Prices for:** Provide itemized cost for this proposal and any other information necessary to fully explain the details of your proposal: If you are offering "shelf price" or "catalog price only" please note that here. If you are offering a discount from shelf or catalog pricing please note that as well. If you are providing a service please show pricing for regular hours, after hours, and/or holiday hourly rates.

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**Other costs associated with this Proposal:**

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**Total Cost of Proposal:**\_\_\_\_\_

**Signature of Bidder:**\_\_\_\_\_

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

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**TO WHOM IT MAY CONCERN:**

Dickinson ISD (DISD) is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to DISD along with your proposal.

The following certifications and provisions are required and apply when DISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**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 \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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 DISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

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

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

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

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

Pursuant to Federal Rule (E) above, when DISD 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 DISD resulting from this procurement process

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

Pursuant to Federal Rule (F) above, when federal funds are expended by DISD, the vendor certifies that during the term of an award for all contracts by DISD 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 sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by DISD, the vendor certifies that during the term of an award for all contracts by DISD member 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 DISD, the vendor certifies that during the term of an award for all contracts by DISD 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.

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 DISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by DISD 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 sub-recipients shall certify and disclose accordingly.

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

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

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When federal funds are expended by DISD 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. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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When DISD 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? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

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

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Vendor agrees that the Inspector General of the District 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? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

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

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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: \_\_\_\_\_

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

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

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

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

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

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

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |   |
|  | 2 Business name/disregarded entity name, if different from above  |   |
|  | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|  | 5 Address (number, street, and apt. or suite no.) See instructions.   | Requester's name and address (optional)   |
|  | 6 City, state, and ZIP code   |   |
|  | 7 List account number(s) here (optional)  |   |

## Part I Taxpayer Identification Number (TIN)

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

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

|                                |  |  |  |   |   |  |  |   |  |  |  |
|--------------------------------|--|--|--|---|---|--|--|---|--|--|--|
| Social security number         |  |  |  |   |   |  |  |   |  |  |  |
|                                |  |  |  | - |   |  |  | - |  |  |  |
| or                             |  |  |  |   |   |  |  |   |  |  |  |
| Employer identification number |  |  |  |   |   |  |  |   |  |  |  |
|                                |  |  |  |   | - |  |  |   |  |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

## **DICKINSON INDEPENDENT SCHOOL DISTRICT**

### **Certificate of Interested Parties – Form 1295**

Dickinson ISD 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 Dickinson ISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Dickinson ISD at the time the business entity submits the signed contract. Dickinson ISD is requesting that the business entity include a copy of the submitted Form 1295 along with other documents being provided to Dickinson ISD in the proposal. The Texas Ethics Commission has adopted rules requiring the business entity to file form 1295 electronically with the Texas Ethics Commission.

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

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.html](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html).

- 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 number.
- The Form 1295 must be printed and signed by an agent of the business entity.
- The completed form 1295 with the certification number must be filed with Dickinson ISD by including a copy of the completed form with the proposal response.
- Dickinson ISD must acknowledge receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties.
- After Dickinson ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days.

#### **Instructions to Vendors:**

1. Read these instructions.
2. Texas Ethics Commission website: [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and click on Form 1295 Filing App
3. Register and complete Form 1295 – include the proposal number and RFP name.
4. Print a copy of the submitted Form 1295 with certification number.
5. Include a copy of the completed and signed Form 1295 with the proposal response to Dickinson ISD.

#### **Resources:**

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

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

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

**DICKINSON INDEPENDENT SCHOOL DISTRICT**

**Confirmation for All Bids/RFPs to be Considered**

As required by Texas House Bill 89 and Chapter 2270 of the Texas Government Code and as per Texas Senate Bill 252 and Chapter 2252 Texas Government Code:

Responding vendors must verify that the vendor 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.

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|                        |              |      |
|------------------------|--------------|------|
| Company official/title | printed name | date |
|------------------------|--------------|------|

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 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that the Vendor, including any affiliate, subsidiary, or parent company of the Vendor, 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 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.

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|                        |              |      |
|------------------------|--------------|------|
| Company official/title | printed name | date |
|------------------------|--------------|------|