

# Lamar Consolidated Independent School District (LCISD) Solicitation Cover Sheet

Solicitation #	<b>32-2024TB</b>
Due Date:	<b>June 27, 2024</b>
<b>DUE NO LATER THAN 2:00 PM (CDT)</b>	
<b>LATE BIDS WILL NOT BE ACCEPTED</b>	

**Request for Proposal (RFP): 32-2024TB Awards, Custom Apparel, & Promotional Items-Supplemental**

**PLEASE NOTE**

Carefully read entire document.  
Complete all forms and submit  
your response with all appropriate  
attachments.

Please submit your hard copy response in a  
sealed envelope with solicitation #, description,  
and marked "SEALED RESPONSE".

**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

Company Name		
Company Address		
City	State	Zip
Taxpayer I.D. #		
Telephone	E-mail	
Print Name		
Signature		

*Your signature attests to your offer to provide the goods in this solicitation according to the published provisions of this solicitation. Contract is not valid until LCISD Board has approved the award.*

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

## Introduction

**DISTRICT INFORMATION** 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.

Employees: 5,000+ (approximately)

Students: 45,085 (as of 2023-24 school year)

Square Miles: 385 (approximately)

Campuses: 46 schools and 9 District sites (additional campuses pending)

Additional District Information: <https://www.lcisd.org/>

**PAYMENT** LCISD utilizes an official Purchase Order document for payment agreement. If your company does not accept purchase orders, identify within your information and within following questionnaire. LCISD will not prepay for services, payment is made at completion of service. Vendor shall attach a copy of their W-9 form with their response to LCISD. All invoices MUST include a purchase order number. All invoices MUST be signed by a district employee.

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 in this packet.

**Invoices shall be sent to:**

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

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

**PRICING** Proposers shall complete a market basket price list which shall reflect the Proposer's applied primary discount (discount range) to the items based on quantities. Proposed prices or discounts offered to LCISD may be considered the Bidder's most favored end user pricing.

To provide LCISD the benefit of budgeting and planning, discount shall remain firm for first contract year. However, increases shall be communicated by written notice to LCISD at each renewal period. In the event that Awarded Vendor offers or provides a decrease in price or an increase in discount to its customers for the same commodities, under the same terms and conditions, provided for LCISD pursuant to its Contract, Awarded Vendor must provide the same decrease in price or increase in discount for LCISD. LCISD recommends that Awarded Vendor provide any price decrease or discount increase voluntarily.

LCISD reserves the right to quote any large, aggregated purchases of related supplies or capital equipment purchases outside of this RFP to take advantage of discounts.

**RELATED ITEMS** Related items are other *relevant* items that may not listed within price delivery sheet, but available under this proposal. Your company is highly encouraged to submit a percentage discount off related items, even if it is zero percent (0%), to better evaluate your company.

**PURCHASE ORDER REQUIRED** It is necessary for vendors to understand that no orders may be filled until you have an approved purchase order signed by the Purchasing Director. Do not fill orders that are placed in person or over the phone until you have a valid purchase order.

**TERMS AND CONDITIONS** This solicitation shall be governed by the following documents 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 Lamar CISD Purchasing Dept. staff 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)*

LCISD reserves the right to award this contract as best meets the District needs to include primary and alternate, dual, or multiple awards. **The District will not provide any guarantee on the amount awarded.**

#### **INTERLOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS THROUGH THE CENTRAL TEXAS PURCHASING ALLIANCE**

- A. *Membership.* LCISD is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA) 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 LCISD may be adopted by other active CTPA member Districts. By adopting a contract from another CTPA member District, the adopting District has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting District's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating District.
- 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.

Proposer has verified the accuracy of completed documents submitted per the solicitation. Proposer will be responsible for ensuring any changes are sent in writing to the District's Purchasing office prior to service start date herein. Contractor Certifications, W-9, EDGAR Certifications, Felony Conviction Notice and Conflict of Interest must be verified.

## Scope of Work and Requirements

**PURPOSE OF SOLICITATION** for Awards, Custom Apparel, Promotional Items across the District. This proposal will be a supplemental to RFP 02-2022RL, 04-2023SE and 13-2021RL. Each LCISD location seeking items as specified within, shall access an internal directory of vendors with catalog discount to choose from to meet their needs. This shall be a multi-award. Requests shall be at the discretion of the District and on an as needed basis.

**LENGTH OF SOLICITATION** The contract period shall be for one year with four automatic 1 year renewal option. In the event the products should be unsatisfactory because of condition, delivery time, services, or quality of product on three or more occasions, this contract, at the election of the School District shall be terminated. Lamar CISD will consider each year an option to extend the current contract for up to four, one-year renewal options if agreed to in writing by Lamar CISD Board of Trustees and awarded vendor. Lamar CISD will be the sole authority to determine if the contract will be extended.

**BIDS MAY BE SUBMITTED TO LAMAR CISD** via USPS, FedEx, UPS, or hand delivered to 4901 Avenue I, Rosenberg, TX 77471. Delivery only until Thursday, June 27, 2024, at 2:00 PM CDT. Proposals received after the opening date and time will not be accepted and will be returned unopened. **ONLY SEALED BIDS ARE ACCEPTABLE. EMAILED BIDS WILL NOT BE ACCEPTED.**

Submission Package must include: One (1) Original Paper

One (1) Paper Copy

One (1) USB Flash Drive (Preferred)

A response is required to all questions listed on the Price Delivery Information Sheet and the Questionnaire. Leaving a line blank shall be considered a “no bid” and may result in disqualification of your submission.

\*For a map overview of LCISD please link to:

<https://www.lcisd.org/docs/default-source/students-parents-documents/district-map/district-map.pdf?sfvrsn=22>

***Important: Vendor’s response without category checked will be considered non-responsive.***

**PRICING** shall indicate a primary discount (even if the discount is 0% or shelf price) but may offer multiple discounts by category and/or total purchase. Any proposals indicating “Call for quotes” instead of a primary discount percentage will be considered non-responsive. To provide LCISD the benefit of budgeting and planning, prices and discount shall remain firm. However, price increases may be considered upon notice to LCISD, at each renewal. If frequent occurrences of price increases or unstable discounts are communicated regularly, LCISD Purchasing shall have the option to withdraw vendor name.

**CATALOG** Vendors whose catalogs are online will provide basic instructions on making online purchases. Information should include, but not be limited to the following:

1. Online Catalog (URL address)
2. Minimum System Requirements
3. Technical Assistance
4. Ordering Assistance
5. General Operation/use procedure and requirements

If online access is not available simply state: “not available” in the Questionnaire Form and submit a printed catalog. Submitting a year 2023-2024 catalog is preferred, however, not required.

### **APPLICATION LIMITS**

Vendors with items in the following areas **DO NOT need to respond** to this RFP:

- ▶ Technology hardware and equipment
- ▶ Assessment tools (ex: TPRI, Tejas, Lee, etc.)
- ▶ Office Supply Vendors
- ▶ Clinic Supplies
- ▶ Parental involvement
- ▶ Physical Education (Secondary)
- ▶ Furniture Vendors

**RELATED ITEMS** are other relevant items not listed, but available under this proposal. Your company is highly encouraged to submit a percentage discount off related items, even if it is zero percent (0%), to better evaluate your company.

**DELIVERY PERSONNEL** of awarded vendors are required to comply with Contractor Certification. LCISD prefers uniformed delivery personnel with badges. All delivery personnel to a LCISD location will be required to present a valid Texas driver’s license before entering a LCISD building beyond the front office.

## Evaluation Criteria

This proposal shall be evaluated using the evaluation criteria listed below.

**Vendor Minimum Acceptable Score:** 70-point total minimum Vendors under the 70-point mark shall not be considered for further evaluation.

	Evaluation Criteria	Point System
1	<b>Purchase price</b> – Proposal should offer a fair and reasonable price for goods/services to be procured by Lamar CISD.	25
2	<b>Reputation of the vendor and of the vendor’s goods or service</b> – Proposer should have a solid reputation with other ISDs, Government or collegiate entities that shows a high level of customer service and a high level of quality of goods and services. <i>References will be contacted via e-mail.</i>	15
3	<b>Quality of the vendor’s goods or services</b> – Services will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications. <i>Delivery time frames may be considered.</i>	10
4	<b>Extent to which the goods meet the District’s needs</b> – Lamar CISD will require that the selected vendor: <i>Catalog or Web content</i>	25
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
6	<b>Long-term cost to the District to acquire the vendor’s goods or services</b>	10
7	<b>Vendor’s principal place of business is in the State of Texas, or employs 500 people in this state. (either-or)</b>	10
	<b>Total</b>	100 POINTS

## Timetable

<b><u>Item</u></b>	<b><u>Activity</u></b>	<b><u>Date</u></b>
1	RFP starts to advertise (1st run)	05/02/24
2	RFP advertises (2nd run)	05/09/24
4	Deadline to submit questions	06/04/24
5	Replies to questions will be posted on webpage <a href="http://www.lcisd.org/departments/business-office/purchasing/current-bid-opportunities">http://www.lcisd.org/departments/business-office/purchasing/current-bid-opportunities</a>	06/06/24
6	Deadline for submitting proposals	06/27/24
8	Award Date *estimated date*	August 2024



IF YOU WISH TO SUBMIT A PROPOSAL

RETURN THE FOLLOWING  
COMPLETED AND SIGNED:

PAGE 1

PAGE 10-36

WITH

ORIGINAL PAPER-1

PAPER COPY-1

USB/FLASHDRIVE-1 (PREFERRED)

IF YOU DO NOT WISH TO SUBMIT  
A PROPOSAL:  
ONLY RETURN THE  
NO RESPONSE FORM (PAGE 9)

**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**

PLEASE PRINT CLEARLY

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

Name of company

has reviewed LCISD’s solicitation **RFP 32-2024TB** and elects not to submit a bid:

**State Reason for no bid:**

Street Address

City	State	Zip
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Telephone/Fax Number

Name of Authorized Individual

Signature of Authorized Individual

**Price Delivery Information**  
**DO NOT ALTER THIS FORM**

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

E-Mail for Receipt of Purchase Orders: \_\_\_\_\_

**ASSIGNED CUSTOMER SERVICE REPRESENTATIVE – For Purchase Order Inquiries**

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Name – First

Last

Title

Phone		E-mail	
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Having carefully examined the conditions of this bid, the undersigned hereby proposes and agrees to furnish items at the following discount(s) for the duration of this contract in strict compliance with those conditions listed herein.

<b>I. Primary Discount off Vendor’s shelf/catalog price:</b>	_____ %
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**Primary Discount Matrix**

50% or more = 25 points	25 - 39% = 15 points	5 - 11% = 10 points
40 - 49% = 20 points	12 - 24% = 12 points	0 – 4% = 5 points

Identify Shipping Charges, Set-up Fees &/or Instructions: \_\_\_\_\_

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**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

Title of Catalog or Web Address	Date of Catalog	% Disc Offered	Special Conditions/Shipping Instructions/Shipping Charge

**CATEGORY SELECTION**

At least one category must be selected. Brief descriptions of the available categories are to be used as a point of reference only. Please choose the best category(s) that best fits the products sold.

- Student Awards, Recognition Items** – Ribbons, Medals, Stickers, Trophies, Plaques      Certificates, Medals with Lanyards
- Awareness Items** – Bracelets (Silicone), Certificates, Ribbons
- Awards** – Desk type clocks, Custom Pens, Special Recognition Awards, Service Awards
- Custom Apparel** – Screen Print, Embroidered
- Recruitment and Promotional Items** – Banners, Custom bags, Custom Pens
- Team Spirit Items** – Rally towels, Logo hats, Banners, Lanyards

▶ If you do not find a category above that adequately describe the goods that your company provides, please list product description below:

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**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

## Price Delivery Information

### EXCLUSIONS

If there are categories of items that are not eligible for discount, please indicate categories in the space provided below:

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Comments or deviations from specifications and conditions:

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**PAYMENT INFORMATION** Please provide your payment remit address.

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**Please provide an email address where purchase orders can be sent.**

E-mail: \_\_\_\_\_

### **COMPLIANCE WITH GOVT'T CODE 552.372:**

The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, SubchapterJ, may apply to this bid or contract if it is valued at more than \$1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance.

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

## Questionnaire

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

Company's home office location: \_\_\_\_\_

Point of Contact Name: \_\_\_\_\_

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

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

URL: \_\_\_\_\_

1. Do you currently do business with Lamar CISD?  Yes  No
2. Have you provided good or services with Lamar CISD in the past?  Yes  No
3. Is your principal place of business located in the State of Texas?  Yes  No
4. Does your business employ more than 500 people in the State of Texas?  Yes  No
5. Do you have any pending litigation?  Yes  No If yes, please attach a separate page explaining the litigation.
6. Do you have experience working with other school districts in Texas?  Yes  No
7. Does your company accept Purchase Orders?  Yes  No
8. Best way to place an order  Phone  Website
9. Have you included a copy of your W-9 in this packet?  Yes  No
10. Have you included the HB 1295 from the Texas Ethics Commission website?  
 Yes  No? **This is a requirement**
11. Is your company able to service deliveries to LCISD locations and Fort Bend Surrounding area?  Yes  No
12. Does your business have ecommerce capabilities?  Yes  No
13. Identify your typical delivery time window? \_\_\_\_\_
14. Does your company have an online catalog?  Yes  No

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

# Proposal Submission Form

Please Print

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

\_\_\_\_\_ has reviewed  
 Print Name of Company

Solicitation No. **RFP 32-2024TB** 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

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**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:** \_\_\_\_\_

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**



**REFERENCES**

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

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

Please provide at least four (4) references that have used your company for the same goods Lamar CISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address. **A valid e-mail address is required. Please make sure the e-mail address is legible and current.**

<b>COMPANY NAME</b>
<b>ADDRESS</b>
<b>EMAIL</b>

<b>COMPANY NAME</b>
<b>ADDRESS</b>
<b>EMAIL</b>

<b>COMPANY NAME</b>
<b>ADDRESS</b>
<b>EMAIL</b>

<b>COMPANY NAME</b>
<b>ADDRESS</b>
<b>EMAIL</b>

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**



**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

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

## **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

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

## 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

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**







**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)**

The screenshot shows the Texas Ethics Commission website. The header includes the logo and the text "TEXAS ETHICS COMMISSION Promoting Public Confidence in Government". A navigation menu contains links for "About TEC", "What's New", "Contact Us", "Site Map", "Links", and "Help". A sidebar on the left lists various categories such as "Home", "Search Campaign Finance and Lobby Reports", "File Reports Electronically", "Forms and Instructions", "Opinions, Statutes & Rules", "Publications and Guides", "Online Ethics Training", "Filing Information For:" (with sub-links for Candidates and Officeholders, Lobbyists, Personal Financial Statement Filers, Political Committees, Political Parties, Local Filers and Filing Authorities, State Officers/Employees, and Other Filers), and "Enforcement/Sworn Complaints". The main content area is titled "Form 1295 Certificate of Interested Parties Electronic Filing Application" and features a prominent "LOG IN" button with a red arrow pointing to it. Below the button, there are links for "Search Form 1295 Filings", "Implementation of HB 1295", and "Frequently Asked Questions (FAQ)". Two columns of instructional videos are listed: "Instructional Videos for Business Entities" (with links for "Logging In the First Time - Business User" and "How To Create a Certificate") and "Instructional Videos for Governmental Entities and State Agencies" (with links for "Logging In the First Time - Government User" and "How To Acknowledge a Certificate"). At the bottom, there are sections for "Acceptable computers to use for filing include:" (listing Personal computer or laptop, Mac desktop computer or MacBook, and Tablet) and "Your web browser must be at a minimum browser level:" (listing Chrome 4, Firefox 15, Internet Explorer 9, Opera 12.1, and Safari 4).

**Step 2:**

The screenshot shows the "Form 1295 Certificate of Interested Parties Filer Login" page. The header reads "Texas Ethics Commission ELECTRONIC FILING APPLICATION". The main content area is a login form with the title "Form 1295 Certificate of Interested Parties Filer Login". Below the title, it says "You must log in to proceed. Enter your login information below and press Login." The form contains three input fields: "Email:" with a text box and a link "Click here if you don't have a user ID" (highlighted with a red arrow), "Password:" with a text box and a link "Forgot Password?", and "Select User Type: \*" with a dropdown menu labeled "Select User Type". A "Login" button is located at the bottom of the form. The Windows taskbar is visible at the bottom of the screen, showing the time as 9:10 AM on 11/30/2017.

### Step 3: Fill in each line

The screenshot shows a web browser window with the Texas Ethics Commission logo and the text 'ELECTRONIC FI'. A modal window titled 'Form 1295 Certificate of Interested Parties - Create Account' is open. The form contains the following fields and instructions:

Provide a valid email address and user type, and a link will be emailed to you in order to complete registration.

Email \*

Confirm Email \*

Contact First Name \*

Contact Last Name \*

Entity Name \*

Phone \*  Ext:

US

Select User Type: \*

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-2021RL & RFP Name)

## 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.

<u>Insurance Required</u>	<u>Limit Required</u>								
<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.	Statutory Limits								
Employers Liability insurance	\$1,000,000								
<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="margin-left: 20px;"> <thead> <tr> <th style="text-align: left;">Contract</th> <th style="text-align: left;">Limit</th> </tr> </thead> <tbody> <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> </tbody> </table>	Contract	Limit	\$100,000 -	\$2,000,000 total limit	\$500,000 -	\$10,000,000 total limit	\$1,000,000 (plus)-	\$25,000,000 total limit
Contract	Limit								
\$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

# FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

**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**

---

- (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 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, "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 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, “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**

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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: \_\_\_\_\_

## IMPORTANT:

Printed Name and Title of  
Authorized Representative:

Email Address:

Signature of Authorized  
Representative:

Date:

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

# 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. See Specific Instructions on page 3.</b>	<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 <b>one</b> 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) _____ <b>Note:</b> 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) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<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.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**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.

## 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.

<b>Sign Here</b>	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).

## 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

**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.

\_\_\_\_\_  
NAME OF COMPANY (Please Print)

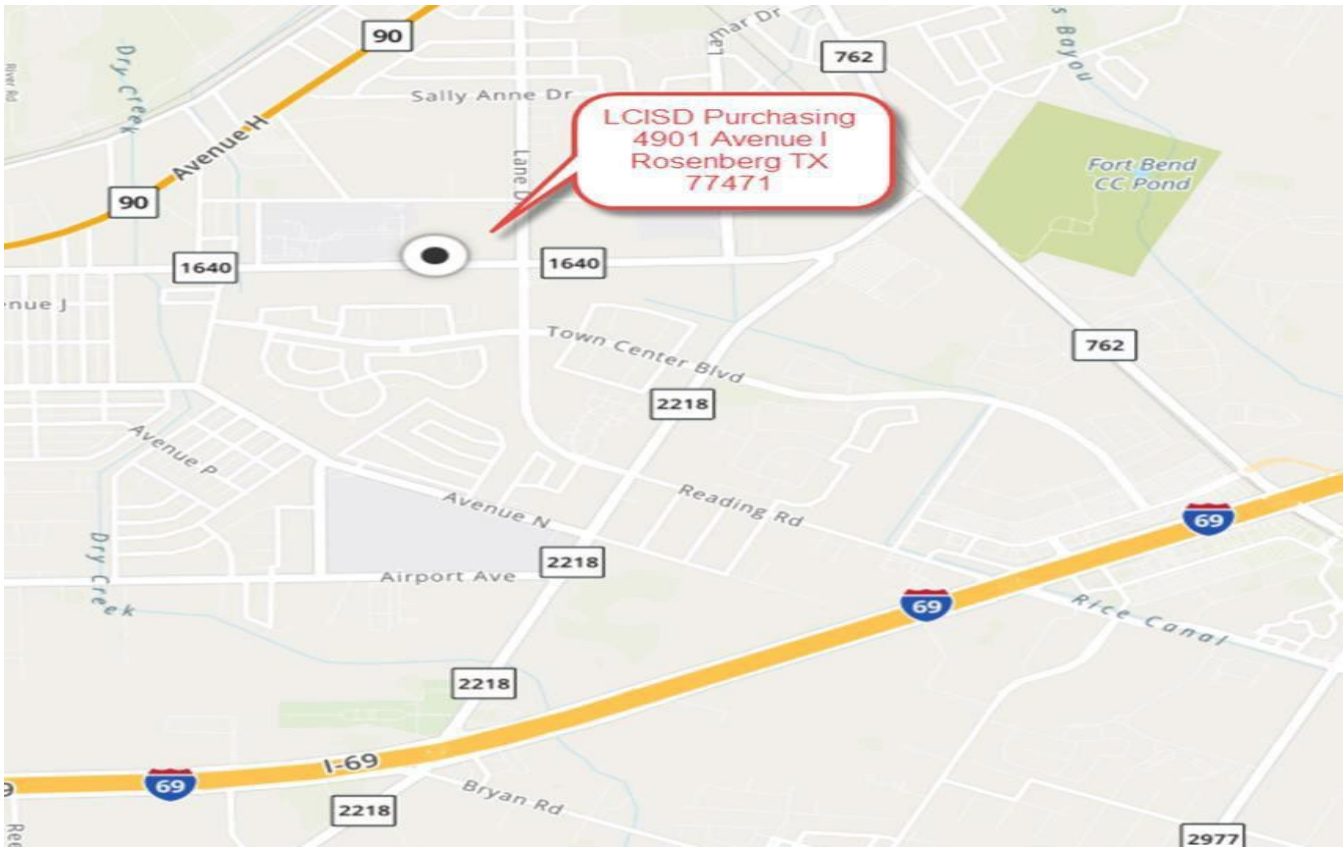
\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (Please Print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**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 # 32-2024TB Awards, Custom Apparel & Promotional Items- Supp

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



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

## Proposal Submission Checklist

All proposals must be submitted with these **REQUIRED** documents:

<input type="checkbox"/> Page 01	Cover Sheet
<input type="checkbox"/> Page 10	No Response From (if you do not want to submit a bid)
<input type="checkbox"/> Page 11-13	Price Delivery Information
<input type="checkbox"/> Page 14	Questionnaire
<input type="checkbox"/> Page 15	Proposal Submission Form
<input type="checkbox"/> Page 16	Felony Conviction Notification
<input type="checkbox"/> Page 17	References
<input type="checkbox"/> Page 18	Certificate of Residency
<input type="checkbox"/> Page 19	Certification Regarding Lobbying
<input type="checkbox"/> Page 21	Texas Government Code 2270 Verification Form
<input type="checkbox"/> Page 22	Contractor Certification
<input type="checkbox"/> Page 23	Vendor Debarment Statement
<input type="checkbox"/> Page 24	Form 1295
<input type="checkbox"/> Page 25	Form 1295 (downloaded from website. Sample page 26.
<input type="checkbox"/> Page 29	Form CIQ Conflict of Interest Questionnaire
<input type="checkbox"/> Page 30-33	EDGAR Certifications
<input type="checkbox"/> Page 34	Form W9
<input type="checkbox"/> Page 35	Clean Air and Water Act Certification
<input type="checkbox"/> Page 37	Mailing Label-MUST be attached to the outside of the envelope/package.