



27R-004LG

Student Enrichment Services

Issue Date: 6/17/2026

Questions Deadline: 7/15/2026 02:00 PM (CT)

Response Deadline: 7/22/2026 02:00 PM (CT)

Contact Information

Contact: Lisa Gann

Address: Purchasing

Administration

3920 Mickey Gilley Boulevard

Pasadena, TX 77505

Phone: 1 (713) 740-0193

Fax: 1 (713) 740-4033

Email: LGann@pasadenaisd.org

Event Information

Number: 27R-004LG
Title: Student Enrichment Services
Type: RFP
Issue Date: 6/17/2026
Question Deadline: 7/15/2026 02:00 PM (CT)
Response Deadline: 7/22/2026 02:00 PM (CT)
Notes: PASADENA INDEPENDENT SCHOOL DISTRICT is soliciting Request for Proposals for Student Enrichment Services RFP #27R-004LG until 2:00 PM Wednesday, July 22, 2026. Proposals will be submitted online in the Pasadena ISD eBid System. Vendors may login to view specifications and submit their response at the following link: <https://pasadenaisd.ionwave.net> .

Billing Information

Address: Purchasing
Administration
3920 Mickey Gilley Boulevard
Pasadena, TX 77505
Phone: 1 (713) 740-0196
Fax: 1 (713) 740-4033
Email: ebid@pasadenaisd.org

Bid Activities

1st Advertisement	6/17/2026 12:00:00 AM (CT)
2nd Advertisement	6/24/2026 12:00:00 AM (CT)
Proposal Opening	7/22/2026 2:00:00 PM (CT)
Anticipated Board Award	8/13/2026 7:00:00 PM (CT)

Bid Attachments

27R-004LG Bid Document.pdf

Bid Document Student Enrichment Services

[View Online](#)

W9 3-24-24.pdf

IRS W9 Form Required – This form must be printed, completed, signed and attached to the Response Attachments section of your proposal response.

[View Online](#)

CIQ 2026.pdf

Conflict of Interest (CIQ) – If applicable, this form must be completed, signed, and uploaded to the Response Attachments section of your proposal. A CIQ is required only when a reportable conflict of interest exists. If no conflict exists, submission of this form is not required.

[View Online](#)

HB1295 Instructions and Sample.pdf

Texas Ethics Commission 1295 Instructions and Sample of how to complete form online. THIS FORM MUST BE DONE ONLINE, PRINTED, and SIGNED, before uploading to your response

[View Online](#)

Requested Attachments

Conflict of Interest

Please upload a completed, signed, and dated Conflict of Interest Questionnaire (CIQ) only if a reportable conflict of interest exists. If no conflict of interest exists, submission of a CIQ form is not required.

Services Provided

Please provide documentation of the services you provide, including how you provide them, what makes them unique, and why PISD needs these services from your company. Pricing **MUST** be attached otherwise you will not be able to provide any of these services to PISD.

IRS W9 Form

(Attachment required)

Please upload the completed and signed W9

Texas Ethics Commission Form 1295

(Attachment required)

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, and submitted with proposal to Pasadena ISD. See Instructions and Sample Completed Form in the Attachments Tab. Video of How to complete the form online <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

TEKS Sample Lesson

Please attach sample TEKS lesson as identified in Attribute Question #4

Content or Topics

Brief Summer of the content to topic(s) your company will address

Certification

Attach a copy of any certification needed for your services

Company Profile or Resume

Attach a copy of your company profile or resume

Bid Attributes

1	Grade Level Served Indicate the grade-level(s) your company will serve (i.e. Pre-K through 12th grade) <i>(Required: Maximum 75 characters allowed)</i>
2	Campus Based or Non-Campus Based Is your target audience Campus Based, Non-Campus Based, or Both? <input type="checkbox"/> Campus Based <input type="checkbox"/> Non-Campus Based <input type="checkbox"/> Both <i>(Required: Check only one)</i>
3	TEKS Aligned Lessons Does your company have TEKS aligned lessons and activities? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
4	TEKS Sample Lesson If YES to Attribute #3 above, attach a sample of a lesson or activity aligned to the TEKS in the Response Attachment Tab #5

5 Education and Experience of Staff

What are the education and experience requirements for your staff that provides this service?

(Required: Maximum 850 characters allowed)

6 Program or Product Dependent

Does your training depend on the purchase of a program or product?

☐ Yes ☐ No

(Required: Check only one)

7 Program or Product Description

If you answered YES to **Attribute #6**, please describe.

(Optional: Maximum 3000 characters allowed)

8 Body of Research

Upon which body of research is the method designed around?

(Required: Maximum 900 characters allowed)

9 Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

A. *Membership.* Pasadena ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 120 public school districts in Texas representing over a million 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 Pasadena ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district's needs, as long as such modifications are directly related in nature to the original contract.

C. *Document Sharing between Members.* To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.

D. *Adopted Contract Management.* The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

☐ I understand the requirements
(Required: Check if applicable)

10 Purchase Order/Quote Contact Name

Proposer shall provide the contact name of the individual that is responsible for purchase orders and quotes.

(Required: Maximum 50 characters allowed)

11 Purchase Order/Quote Phone Number

Proposer shall provide the phone number of the individual that is responsible for purchase orders and quotes.

(____) ____ - ____ ext: _____

(Required)

12 Purchase Order/Quote Email Address

Proposer shall provide the email address of the individual that is responsible for purchase orders and quotes.

(Required: Email address)

3

Company Website

14

1 Company Address: Street

15

1 Company Address: City

16

1 Company Address: State

17

27R-004LG

1
8**Company Address: Zip Code**

Please provide your company address, Zip Code.

*(Required: Maximum 4000 characters allowed)*1
9**Freight Charges**

Please select if you are providing PISD with Free Freight on all orders or Pre-Paid and Add (Invoice)

☐ Free Freight (FF) ☐ Pre-Pay and Add (Invoice)*(Required: Check only one)*2
0**Accept Purchase Orders**

Does your company accept PO's and take payment on NET30 terms to allow PISD to pay with a check after the service or product is delivered?

☐ YES ☐ NO*(Required: Check only one)*2
1**Return Policy**

Please state your return policy on items purchased under this solicitation.

*(Required: Maximum 50 characters allowed)*2
2**Online Order Link (if applicable)**

Please provide website address for processing orders online (if applicable).

*(Optional: Enter URL)*2
3**Payment/Remittance Contact Name**

Proposer shall provide the contact name of the individual that is responsible for payment remittance.

*(Required: Maximum 1000 characters allowed)*2
4**Payment/Remittance Phone Number**

Proposer shall provide the phone number of the individual that is responsible for payment remittance.

(____) ____ - ____ ext: _____

(Required)

2
5

Payment/Remittance Email Address

Proposer shall provide the email address of the individual that is responsible for payment remittance.

(Required: Maximum 1000 characters allowed)

2
6

Payment/Remittance Address

Proposer shall provide the location including street address, city, state, and zip code for checks to be mailed when paying invoices.

(Required: Maximum 4000 characters allowed)

2
7

Principal Place of Business

State whether the proposer or proposer's ultimate parent company or majority owner has its principal place of business in this state (Texas).

☐ Yes, Texas is our principal place of business ☐ No, Texas is not our principal place of business

(Required: Check only one)

2
8

Employees in State

State whether the proposer or the proposer's ultimate parent company or majority owner employs at least 500 persons in this state (Texas).

☐ Yes, our company employs over 500 in Texas ☐ No, our company does not employ over 500 in Texas

(Required: Check only one)

2
9

FTEs

How many full time staff positions does your company employee?

(Required: Maximum 50 characters allowed)

3
0

Years in Business

How many years has your company been in business?

(Required: Maximum 50 characters allowed)

3
1

Annual Sales

What is your company's annual sales volume in dollars?

(Required: Maximum 50 characters allowed)

3
2**Diversity Classification**

Please indicate if your company is currently a Minority-Owned, Woman Owned, or Historically Underutilized Business. If your company holds none of these, please indicate by selecting NONE.

☐ MBE ☐ WBE ☐ SBE ☐ HUB ☐ NONE

(Required: Check only one)

3
3**PISD Employee**

Has anyone that has an interest in your company currently or previously employed with PISD?

☐ Yes ☐ No

(Required: Check only one)

3
4**If you answered yes to the question above,**

Please provide the employee's name and employment dates.

(Optional: Maximum 50 characters allowed)

3
5**Certificate of Residency**

The State of Texas has a law concerning nonresident vendors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for PISD to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "‘Nonresident bidder’ refers to a person who is not a resident." "‘Resident bidder’ refers to a person whose principal place of business is in this state, including a [vendor] whose ultimate parent company or majority owner has its principal place of business in this state."

Section: 2252.002: "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in . . . the state in which the nonresident's principal place of business is located"

Company submitting bid is a resident bidder:

☐ Yes ☐ No

(Required: Check only one)

3
6**Certificate of Residency**

City and state of Vendor's principal place of business:

(Required: Maximum 1000 characters allowed)

3
7**Vendor certifies that this firm is a MWBE/HUB (Required by some participating agencies)**

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Please scan a copy of MWBE/HUB

certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

☐ Yes ☐ No

(Required: Check only one)

3
8**Certifications****Certification Regarding Terrorist Organizations**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Certification Regarding Boycotting of Israel

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Certification Regarding Contracting Information

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

Certification Regarding Boycotting Certain Energy Companies

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit

commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” See Tex. Gov’t Code § 809.001(1).

Certification Prohibiting Discrimination Against Firearm and Ammunition Industries

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

Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure

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

Certification Regarding Prohibition on Diversity, Equity, and Inclusion Duties Pursuant to Section 11.005(b)(2), Texas Education Code, the Contractor hereby certifies that it shall not engage in, and shall prohibit any of its employees, agents, or subcontractors from engaging in, diversity, equity, and inclusion (“DEI”) duties (as defined by Section 11.005(a)(1)-(4) of the Texas Education Code) at, for, or on behalf of the District, except as required by state or federal law.

Conflict of Interest Certification

Pursuant to Section 11.067, Texas Education Code, the Vendor certifies that no member of the District’s board of trustees, nor any individual related to a board member within the second degree by consanguinity or affinity, has a substantial interest (as defined by 11.067(c)(1)-(2) of the Texas Education Code) in the Vendor or any subcontractor hired by the Vendor, and that no board member has received or been promised gifts or in-kind services valued at more than \$250 from the Vendor. Vendor further certifies that it will not engage in any activity prohibited by Section 11.067 during the term of this Agreement.

3
9 **EDGAR**

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

- *[Applicable ONLY to contracts in excess of the simplified acquisition threshold, currently set at \$350,000.]* **Contracts for more than the simplified acquisition threshold currently set at \$350,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when the District expends federal funds, the District 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.

- *[Applicable ONLY to contracts in excess of \$10,000.]* **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.**

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

- *[Applicable ONLY to federally assisted construction contracts.]* **Prohibition on DEI Programs and Preferencing.** In accordance with Executive Order 14173, Vendor's compliance with all applicable federal anti-discrimination laws is material to receiving payment. See 31 U.S.C. 3729(b)(4) of Title 31. Vendor must not operate any programs or enforce any policies promoting Diversity, Equity, or Inclusion ("DEI") that violate any applicable Federal anti-discrimination laws or that are discriminatory on the basis of giving preferential treatment to certain protected classes, including sex, race, or national origin. Vendor agrees to conduct merit-based employment practices. Vendor certifies that it complies with all administration Executive Orders and does not include any activities that promote DEI activities.

Pursuant to Federal Rule (C) above, when the District expends federal funds on any contract, the equal opportunity clause is incorporated by reference herein.

- *[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project]* **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In**

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

Pursuant to Federal Rule (D) above, when the District 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.

- *[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.]* **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 the District 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 the District resulting from this procurement process.

- **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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

- *[Applicable ONLY to contracts in excess of \$150,000.]* **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 the District, Vendor certifies that

during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

- **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 the District, Vendor certifies that during the term of an award for all contracts by the District 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 or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of Vendor that Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous.

- **[Applicable ONLY to contracts in excess of \$100,000] 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 the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- **Procurement of Recovered Materials – When federal funds are expended by the District, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency**

(EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

- **Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322)** – As appropriate and to the extent consistent with law, the District has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216)** – The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

- When federal funds are expended by the District for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the District will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System

(FAPIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The District has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

- When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- When federal funds are expended by the District for any contract resulting from this procurement process in excess of \$100,000, Vendor certifies that it is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.
- When the District 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 (Pub. L. 94-163, 89 Stat. 871).
- It is the policy of the District 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.
- The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning the Buy American Act.
- Vendor agrees that the District, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
- Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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.

4
0**Confidentiality Declaration****Confidentiality Declaration**

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

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

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If PISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," PISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that PISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.02222, "contracting information"[1] is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

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

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

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

Please select one from dropdown:

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

Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to PISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to PISD and that its proposal and all other information—including any pricing information—submitted by

Vendor to PISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to PISD in connection with this procurement solicitation or the Agreement.

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

☐ Declaration of Confidentiality ☐ Waiver of Confidentiality

(Required: Check only one)

4 1 Antitrust Certification Statement

I affirm under penalty of perjury of the laws of the State of Texas that:

I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

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

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

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

☐ I Acknowledge

(Required: Check if applicable)

4
2**Felony Conviction Notification**

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

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

Subsection (c) states “this section does not apply to a publicly held corporation”.

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

Contractor's Name/Company Name: Authorized Official's Name (Printed or Typed):

You must select check one:

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

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

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

☐ Firm is a publicly held corporation ☐ Contractor/Firm is not ☐ Contractor/Firm is

(Required: Check only one)

4
3**Felony Conviction Notification**

If you selected

Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony, please enter name here.

(Optional: Maximum 1000 characters allowed)

4
4**Criminal History Records Contractor Certification: Contractor/Subcontractor Employees**

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

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

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

(2) PISD: All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide “care or care placement services” or are not based in Texas) are required to follow the instructions listed below, so that PISD may obtain their covered employees’ criminal histories,

as applicable. Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should PISD pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse PISD for such costs; in the event Contractor fails to reimburse PISD for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that PISD may deduct such costs from any payment due and owing by PISD to Contractor.

Definitions:

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

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

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

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

Disqualifying criminal history:

- For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history information designated by PISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

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

Types of Criminal History Record Information:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.

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

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

A) None of the employees of Contractor/Subcontractor are covered employees, as defined above. If this box is

checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If PISD, in its sole discretion, determines that employees of Contractor/Subcontractor are covered employees, as defined above, Contractor/Subcontractor will provide PISD with the name, date of birth, and any other requested information of such covered employees so that PISD may obtain criminal history record information on the covered employees, upon request of PISD.

Or

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

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

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

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

Or

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

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

(2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that PISD may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.

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

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

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

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

I also certify to PISD (and, in the case of a Subcontractor, certify to Contractor and PISD) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas

Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

*** Upon contract award and/or initiation of PO/contract from PISD, the winning proposer/Contractor will be provided PISD's service code form to have its and its subcontractors' covered employees fingerprinted.

☐ A ☐ B ☐ C

(Required: Check only one)

4 5 **References**

The proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. Include the entity name, phone number, contact person, and email address. It is recommended that the proposer use school districts or other local governmental agencies equal to PISD in size and structure, if possible.

4 6 **Reference #1 Entity Name**

Include the entity name for Reference #1

(Required: Maximum 4000 characters allowed)

4 7 **Reference #1 Contact Person**

Include the contact person for Reference #1

(Required: Maximum 1000 characters allowed)

4 8 **Reference #1 Email Address**

Include the email address for Reference #1

(Required: Email address)

4 9 **Reference #2 Entity Name**

Include the entity name for Reference #2

(Required: Maximum 4000 characters allowed)

50

Reference #2 Contact Person

Include the contact person for Reference #2

(Required: Maximum 1000 characters allowed)

51

Reference #2 Email Address

Include the email address for Reference #2

(Required: Email address)

52

Reference #3 Entity Name

Include the entity name for Reference #3

(Required: Maximum 4000 characters allowed)

53

Reference #3 Contact Person

Include the contact person for Reference #3

(Required: Maximum 1000 characters allowed)

54

Reference #3 Email Address

Include the email address for Reference #3

(Required: Email address)

55

Credit Card Acceptance

Can you take payments via credit card?

☐ YES ☐ NO

(Required: Check only one)

56

Credit Card Terms

Do you charge an additional fee for paying by credit card?

(Required: Maximum 1000 characters allowed)

57

Punchout

Does your company offer Punchout capabilities via CXML or some similar e-catalog system?

☐ Yes ☐ No

(Required: Check only one)

1	What is the service cost per hour?		
	UOM: <u>EA</u>	Rate: \$ <input type="text"/>	Total: \$ <input type="text"/>
	Item Notes: If your service is not priced per hour, please include pricing in Response Attachment #5. If pricing is not submitted PISD cannot award your company, nor will PISD be able to purchase any services not included in your response without a price.		<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
	Supplier Notes: _____ _____ _____		

2	What is the service cost per day?		
	UOM: <u>EA</u>	Rate: \$	Total: \$
	Item Notes: If your service is not priced per day, please include pricing in Response Attachment #5. If pricing is not submitted PSD cannot award your company, nor will PSD be able to purchase any services not included in your response without a price.		<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
	Supplier Notes: _____ _____		

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature