

REQUEST FOR QUALIFICATIONS



Accounting Audit Services

Closing Date:
2:00 p.m.
March 28, 2024

REQUEST FOR QUALIFICATIONS
ANNUAL FINANCIAL AUDIT
LUFKIN INDEPENDENT SCHOOL DISTRICT

The Lufkin Independent School District (District) is requesting Qualifications (RFQ) to be submitted from public accounting firms to perform the annual audit for fiscal year 2023-2024.

BACKGROUND INFORMATION

Lufkin Independent School District consists of 6,950 students, in grades Pre-K through 12, on 14 campuses. The 2023-2024 General Fund Budget is \$79,128,620.00. The district received federal awards for several programs including, but not limited to, 2023-2025 Safety and Facilities Enhancement (SAFE) Grant CY1, 2024-2025 Stronger Connections Grant, Nita M. Lowey 21st CCLC Cycle 11 Grant, ESEA Title 1 Part A, National School Breakfast and Lunch Program, IDEA - Part B, Vocational Education, and Regional Day School for the Deaf,

Purpose of the Financial Audit

The purpose is to obtain the services of a public accounting firm for the annual audit for fiscal year 2023-2024. The audit will encompass the financial statements, combining statements and other schedules for the Lufkin Independent School District for the fiscal year ending August 31, 2024. The audit is to be performed in accordance with generally accepted government auditing standards contained in the Texas Education Agency Financial Accountability System Resource Guide.

The financial statement audit is to determine whether (1) the financial statements present fairly the financial position, results of operations, and cash flows or changes in financial positions in accordance with generally accepted accounting principles, and (2) financial information is presented in accordance with established or stated criteria, (3) whether the Lufkin Independent School District has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements.

As part of the audit of the general-purpose financial statements the annual audit will include obtaining an understanding of the district's internal control structure and reporting any reportable conditions relating to the internal control systems brought to the attention of the auditors. To comply with Office of Management and Budget Circular A-133, a study and evaluation of the internal control will include internal accounting and administrative controls for all major federal financial assistance programs, in accordance with standards for risk assessment for major federal financial assistance.

Any material weakness noted during the study and evaluation of internal accounting and administrative controls and other kinds of non-compliance and questioned costs will be reported in accordance with the Single Audit Act.

Additionally, the audit will include the performance of certain audit procedures for the purpose of reviewing the accuracy of fiscal information provided by the district through the Public Education Information Management System (PEIMS), as required by Section 44.008(b) of the Texas Education Code.

The engagement will be based on agreed upon procedures between the school district and the independent auditor and any other requirements as set by the State of Texas.

Independent Auditor

The proposer must demonstrate the capability to perform the annual audit in accordance with generally accepted government auditing standards and State Board of Education auditing rules. Public accounting firms that have performed annual audits for similar entities are encouraged to file a proposal.

Term of the Audit Engagement

The contract for audit services, based upon Board approval of the qualifications, will be for the fiscal year ending August 31, 2024. The Lufkin Independent School District may request to extend this agreement for two additional one (1) year periods through fiscal year ending August 31, 2026, following satisfactory delivery of the services specified as in the RFQ and engagement letter. The district reserves the right to solicit proposals from other public accounting firms to perform an annual audit for each fiscal year to include 2024-2025 and 2025-2026.

Dispute Resolution

Disputes concerning the terms of contracted services that cannot be resolved will be brought before an independent mediation center, whose decision will be binding upon both parties.

QUALIFICATIONS CONTENT

I. Cover Letter

See Conditions for Submissions of Proposal in Section III.

II. Technical Component

To describe clearly the public accounting firm's understanding of the work to be done, the proposer will:

1. Provide a definition of the term "generally accepted government auditing standards" with clear distinctions between these standards and generally accepted auditing standards for nongovernmental engagements;
2. Explain the proposer's approaches to performing an annual audit, including the methodology, nature, timing and extent of audit procedures to be performed;
3. Describe how the approach to performing the audit would be affected if this were a multi year contract; and
4. Make a statement concerning the independence of the proposer, including direct and indirect financial interest, and the relationship of the proposed audit team to employees of the district and any of the board members.

C. Management Component

The proposer will furnish satisfactory evidence of capability to provide in a professional and timely manner the services stated in the Request for Qualifications (RFQ).

To meet this requirement:

1. Provide the name of the external quality control review organization of which the proposer is a member, and the proposer's length of membership. Also state the review organization's planned frequency of peer reviews;
2. State whether the audit firm has received a peer review and whether in the most recent review an unqualified report was issued;
3. State whether the proposer is a national, regional or local public accounting firm;

4. Provide evidence that the proposer has experience in performing school district/government audits. Provide a minimum of three (3) current and past audit clients, along with contact information for each to include: Contact name, School district or governmental entity name, telephone numbers and number of years audit services were provided for each.
5. State whether the proposer is currently under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other States;
6. Describe the proposed audit team, in terms of job positions in the firm;
7. Describe the level of assistance that will be expected from Lufkin Independent School District personnel, including internal audit staff.

D. Task/Activity Plan

The proposer will specify budgeted hours, timelines and sequence for audit procedures, and names of staff to be assigned.

E. Fees

The estimated fees for the annual audit will be negotiated.

F. Evaluation

Criteria used to evaluate the proposer's methodologies, products, and services are shown in Section II. Technical Criteria Points.

III. CONDITIONS FOR SUBMISSIONS OF QUALIFICATIONS

All submittals in response to this request must meet the following conditions to be considered:

1. Submittal must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the proposer's representative;
2. Submittal must address each of the audit requirements as stated in this Request for Qualifications (RFQ);
3. The Lufkin Independent School District reserves the right to reject any and all submittals, and to negotiate portions thereof. Submittals that address only part of the requirements contained in this Request for Qualifications will not be considered;

4. The Lufkin Independent School District reserves the right to select any proposer after considering the qualification factors;
5. The proposer shall furnish such additional information the district may reasonably require;
6. The Lufkin Independent School District will not be liable for any cost incurred in the preparation of proposals; and
7. The Lufkin Independent School District may ask proposers to send a representative for an oral interview prior to Board of Trustee approval of a audit firm. The Lufkin Independent School District will not be liable for the costs incurred by the proposer in connection with such interview.

PROCEDURES FOR SUBMITTING QUALIFICATIONS

Please submit all Bid Documents included in the Request for Qualifications (RFQ).

The Accounting Audit Services bid documents with submittal instructions are available on Lufkin ISD's website at: www.lufkinisd.org, Departments, Purchasing.

Lufkin ISD will not accept submittals transmitted via facsimile or email.

The Proposer shall be responsible for timely delivery via U.S Mail or other mail delivery methods.

Any submittal received later than the specified time, whether delivered in person or mailed, will be deemed late and will be disqualified. FAXED PROPOSALS WILL NOT BE ACCEPTED.

No responsibility will be attached to any officer for opening of a proposal not properly addressed and identified.

All submittals shall be in a sealed envelope and delivered to Lufkin ISD.

Please have clearly noted on the outside of sealed envelope:

ACCOUNTING AUDIT SERVICES RFQ

Deliver to:

Lufkin ISD Administration Building
101 Cotton Square
Lufkin, TX 75902

Submittal shall include the forms contained in this RFQ and submitted in accordance with the guidelines listed. Submittals containing any conditions, omissions, unexplained erasures, alternates, items not called for or irregularities of any kind may be rejected by Lufkin ISD.

Proposals must be received by:

March 28, 2024
2:00 p.m.

Please provide two (2) copies of the submittal. Please mark (1) one copy “Original” and mark (1) one copy “COPY”.

The submittals are to be bound and sealed.

Submittals will not be publicly opened.

After the evaluation is completed, a vendor may or may not be recommended to the Lufkin ISD Board of Trustees at a scheduled meeting. If approval is granted to a particular firm by the Board of Trustees, a notification of award will be emailed to qualifying proposers.

The Lufkin Independent School District reserves the right to reject any or all submittals and to accept any submittal deemed most advantageous to the district.

ASSISTANCE TO PROPOSERS

If additional information should be required questions should be submitted in writing by email to trhobbs@lufkinisd.org by noon on Friday, March 22, 2024.

All questions will be answered in the form of an Addendum posted on the district’s website. It will be the responsibility of each firm to periodically check the website to view any/all posted Addenda.

STATEMENT OF REQUIREMENTS

- a. The independent auditor will provide the necessary number of copies of the written audit report that meets the requirements of Financial Accountability System Resource Guide as required by the District.
- b. The preliminary draft of the audit report will be presented to the School District prior to submission of the final draft.

- c. The independent auditor will be required to present the audit report to the Board of Trustees at a regularly scheduled Board meeting.
- d. The independent auditor is strongly encouraged to provide a management letter containing comments oriented towards constructive improvements. Copies of selected audit working papers will be provided as requested by the Lufkin Independent School District and as provided for in the engagement letter.

BOARD OF TRUSTEE APPROVAL

A firm may be selected at a regular Board meeting.

EVALUATION

The school district's evaluation points process is based on the proposers' qualifications as shown. The Points within the ranges specified are to be assigned to the below listed criteria as a means for quantifying the relative strengths and weaknesses of the various proposals.

In the event oral interviews are necessary to break a tie or for making final clarification in the evaluation process, additional points may be awarded. While the total score is a significant factor, the district reserves the right to consider other factors in making a final selection.

PROFESSIONAL QUALIFICATIONS

The evaluation of professional qualifications of the proposers will be based on the following criteria:

Section I: Mandatory Criteria

A submittal will not be considered for further evaluation unless there is compliance with all the following criteria.

The proposer:

1. Must be an independent auditor properly licensed for public practice.
2. Must meet the independence standards of Government Auditing Standards, 2011 Revision, United States General Accounting Office (GAO).
3. Must not have a record of sub-standard work.
4. Must submit a proposal meeting all the requirements of the Request for Qualifications.

Section II: Technical Criteria Points

A submittal which meets each of the criteria in Section I. above will be evaluated on the following criteria:

Technical expertise of the firm:

1. Auditing experience in Texas public schools **(0-15 Points)**
2. Auditing experience in government entities **(0-5 Points)**

Characteristics of the staff, including consultants to be assigned to the audit:

3. Size and structure of the firm, including audit staff positions **(0-15 Points)**
4. Qualifications of supervisory personnel, consultants and field audit team **(0-35 Points)**

Education, including continuing education courses taken during the past two years and types of experience:

5. General direction and supervision to be exercised over the audit team by the firm's Management personnel **(0-15 Points)**

Clear understanding of the work to be performed:

6. Comprehensiveness of the audit work plan **(0-5 Points)**
7. Realistic time estimates of each major segment of the work plan, and the estimated number of hours for each staff level including consultants assigned **(0-10 Points)**

Total Possible Technical Points: 100 Points

NOTE: Oral Interviews (If Necessary) (0-15 Points)

Total Possible Oral Interview Points: 0-15 Points

STANDARD TERMS AND CONDITIONS

FACTS, STATISTICS, AND DEFINITIONS

1. Lufkin ISD (also referred to as "the district or "LISD") currently has over 8500 students with campuses consisting of twelve elementary schools with grades Pre-K through grade five; one middle school with grades 6-8; one high school with grades 9-12 and one alternative school.
2. Throughout the standard terms and conditions, the district will make use of the term "bid". Use of this term should be considered descriptive and is intended to reference all procurement options currently used by the district. This includes bids, sealed proposals, requests for proposals, requests for qualifications and formal quotes. The terms and conditions contained herein apply to all procurement methods the district may use.

BID SUBMITTAL

3. Vendors must include the properly executed bid forms, attachments and addenda as specified in the bid documents. Responses that do not include all requested information may be disqualified.
4. All prices and quotations must be typed or written in ink. Mistakes may be crossed out and the correction inserted adjacently, corrections must be initialed. In case of calculation errors, unit price shall govern.
5. It is understood that quantities, where listed, are to be considered estimated needs only. Lufkin ISD reserves the right to increase or decrease quantities ordered as needed.
6. Bids are to be sealed and clearly labeled as "original" or "copy" and must include the bid number, bid title, due date and time of opening. Failure to follow these instructions may result in rejection of bid.
7. **LUFKIN ISD WILL NOT ACCEPT LATE OR FAXED BIDS. LUFKIN ISD IS NOT RESPONSIBLE FOR BIDS DELIVERED INCORRECTLY OR MISPLACED BIDS. THE DATE/TIME STAMP IN THE LUFKIN ISD PURCHASING OFFICE SHALL BE THE OFFICIAL TIME OF RECEIPT.**
8. All bids shall be deemed final. No offer shall be subject to correction or amendment for errors or miscalculations after the bid deadline. Bids may be withdrawn or amended until the date and time due, at which time they become the sole property of Lufkin Independent School District.
9. Lufkin ISD reserves the right to request additional or clarifying information after the bid response has been submitted. This information may be used to further evaluate the response or qualify overall cost associated with a proposed solution.
10. Any problems or discrepancies that are discovered in relation to this bid process should be directed to the LISD Chief Financial Officer for a determination or clarification prior to the bid due date. If the vendor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
11. If any of the information is considered to be confidential or a trade secret belonging to the vendor and, if released would give advantage to a competitor or vendor, that information should be filed with the submittal in a separate envelope marked "CONFIDENTIAL - DO NOT DUPLICATE WITHOUT PERMISSION". Acceptance of such materials does not constitute an admission by LISD that the materials are confidential or a trade secret. **(Government Code, Article 252.049)**
12. Samples, if applicable or when requested, shall be furnished at no cost to Lufkin ISD. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. If no return request is received within seven (7) days of bid award, the sample may be destroyed.
13. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error.
14. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered. Lufkin ISD retains sole authority to determine if items being bid are of like quality and to accept or reject proposed substitutions as deemed to be in the best interests of the district.
15. The apparent silence of these specifications as to any detail or the apparent omission of detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. Withdrawal of bids will not be allowed for a period of 90 days following the bid opening.

DEVIATIONS FROM SPECIFICATIONS

17. All deviations from the general conditions and/or specifications must be listed on the Deviations Page of this bid document. Listing of deviations is an integral and required part of the official bid of each firm. Failure to list deviations as directed will hold the bidder strictly accountable to the District's specifications as written. LISD shall be the sole interpreter as to the acceptance of any substitution. All substitution must be pre-approved by Lufkin ISD.

AWARD OF CONTRACT(S)

18. Lufkin ISD reserves the right to award the Contract(s) to the vendor(s) offering the best value, and not necessarily to the vendor proposing the lowest price. However, the district reserves the right to award single or multiple contracts; waive technicalities or to not award any contracts as a result of this bid process. LISD reserves the right to award in any manner deemed to be in the best interest of the district.
19. The specific criteria to be used for evaluation and award of this contract shall be outlined under the Special Terms and Conditions.
20. It is not the policy of the Lufkin Independent School District to purchase on the basis of low price alone.
21. Vendors submitting an "All or None", bid will not be considered for anything other than the entire award. Therefore, a vendor who specifies "All or None" and does not submit a bid for all items solicited will be deemed non-responsive.
22. Successful vendors will be notified by an award notification letter.
23. Lufkin ISD reserves the right to accept or reject any or all offers, to waive any formalities and to accept the offer(s) that is determined to be in the best interest of the District.
24. These conditions are applicable and form a part of any contract documents resulting from this bid process, including purchase orders. In case of conflict, the bid documents shall take precedence.
25. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Lufkin ISD.
26. During the term of the contract, items that may not have been included on the initial bid may be included by mutual consent of the awarded vendor and the district.
27. Unless otherwise specified within these documents, Lufkin ISD appoints the Chief Financial Officer as contract administrator with designated responsibility to ensure compliance with contract requirements.
28. Prices and discounts are to remain firm for one (1) year from date of award, unless otherwise specified.
29. If this is a renewable contract, LISD reserves the right to extend the prices, terms, and conditions of this contract with any or all vendors that agree to a contract extension. The prices, terms, and conditions of this Agreement will govern all extensions and renewals with Vendor(s), unless mutually amended in writing and duly authorized by both parties.
30. Successful Bidder agrees to defend, indemnify and hold harmless Lufkin ISD and all its officers, agents and employees from any and all claims or liabilities regarding death, injuries, or property damages arising out of Vendor's activities under this agreement. Successful bidder shall pay any judgment with costs which may be obtained against Lufkin ISD for such damages.
31. The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part without the prior written consent of the Lufkin ISD Chief Financial Officer. Payment can only be made to the vendor(s) awarded as a result of this bid.
32. Vendor agrees to provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of work under this Agreement.
33. Vendor shall secure and pay for any fees, licenses, or permits necessary for the successful completion and proper execution of the work, be it community, city, county, or state requirement.
34. Vendor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work site any unfit person or anyone not skilled in the required tasks.
35. Vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations.
36. Vendor agrees that all work related to this contract shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the District. Seller shall maintain all necessary insurance coverage as required by statute as well as any additional coverage specifically required within this bid document.
37. Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to LISD. Failure to adequately address all issues of concern may result in contract cancellation.

DELIVERIES

38. Deliveries of in stock merchandise (when applicable) shall be made within four business days of receiving the purchase order. If delivery cannot be made within the required days, then notice must be given to LISD with an expected delivery date.
39. If the vendor is unable to deliver within thirty (30) days from the date of the purchase order, or in the manner specified in the contract, Lufkin ISD reserves the right to purchase like goods on the open market and charge the difference to the vendor, deduct charges from existing invoice totals due at the time, or cancel the contract unless:
 - a. Prior approval is given for an extended delivery date by the department affected.
 - b. The purchase order states an extended date.
 - c. The merchandise ordered by LISD is lost in shipment and LISD is advised and agrees to accept a later delivery date.

- d. The vendor takes exception to the 30 day, requirement and specifically addresses the required time frame for delivery of specific goods or services on the deviations page provided within this proposal.
- e. All deliveries shall be shipped FOB to Lufkin ISD and shall include inside delivery in the bid price. LISD will accept responsibility for deliveries after final inspection and acceptance of said items. If the quoted delivery terms do not include transportation costs, Lufkin ISD shall have the right to designate what method of transportation shall be used to ship the goods.
- f. The title and risk of loss of the goods shall not pass to Lufkin ISD until LISD actually receives and takes possession of the goods in good order at the point or points of delivery.
- g. All items shall be subject to inspection and rejection by LISD for defects and/or noncompliance with the purchase order. If for any reason, any item that is rejected, proposing vendor will cover all shipping costs to and from LISD, Lufkin, Texas. Rejected items not picked up within one (1) week after notification will become a donation to Lufkin ISD for disposition.

ORDERING

- h. All orders must be accompanied by a purchase order or purchase order number. Ordering shall be allowed by phone, fax, email, in person, or by mail as long as a purchase order number is provided.
- i. Lufkin ISD is not liable for orders accepted without a valid purchase order. Payment will not be made for services rendered or goods provided without a valid district purchase order. Failure to observe this requirement may result in contract termination.

PAYMENT

- j. Sellers shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, and bid number, shall be itemized and transportation charges, if any, shall be listed separately. Invoices should detail all work performed and materials provided, by date and quantity.
- k. Invoices should be mailed to Lufkin Independent School District, Attn: Business Office, P.O. Box 1407, Lufkin, TX 75902. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.
- l. Do not include Federal Excise, State or City Sales Tax. LISD is exempt from payment of these taxes and will furnish a tax exemption certificate, if requested.
- m. LISD agrees to pay the supplier within thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.
- n. LISD agrees to notify the supplier of an error or contested invoice. LISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

INTERPRETATION

- o. LISD shall be sole interpreter of the terms, conditions, specifications, and performance requirements contained herein.

WARRANTY AND RETURNS

- p. Warranty Conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for the product. Equipment proposals received shall be for new equipment only. Equipment refers to all hardware, software, materials and incidentals, etc. Substitutions for new equipment must be clearly stated in writing. Warranty period will be deemed to commence upon delivery and acceptance of the goods or service by LISD.
- q. Vendor expressly warrants that all goods or services furnished under this Agreement shall conform to all specifications and appropriate standards and shall be free from defects in material or workmanship. Vendor warrants that all such goods or services shall conform to any statements made on the containers or labels or advertisements for such goods, or services and that any goods will be adequately contained, packaged, marked and labeled.
- r. Lufkin ISD reserves the right to return damaged, defective, or materials shipped in error, at the vendor's expense for exchange or credit at the district's option within thirty (30) working school days of receipt of such materials.
- s. Merchandise received from a vendor shall be new, not used or shop worn.
- t. All items must meet OSHA standards of compliance and be asbestos free.
- u. All items which use electrical currents must be U.L. Listing approved.
- v. Lufkin ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

TERMINATION OF AGREEMENT

- w. This contract may be terminated by the LISD for cause or convenience with a 30-day written notice. In the event of cancellation, the district will not be held responsible for loss of business or any termination expenses incurred by the bidder.
- 59. Loss of funding shall constitute grounds for termination of the parties' contractual relationship by LISD, in whole or in part, without penalty, pecuniary risk or further liability to LISD.
- 60. In the event the proposal expires before a mutually agreed contract renewal is executed, vendor shall extend the contract on a month-to-month basis by mutual agreement.

PENALTIES FOR NON-PERFORMANCE

- 61. If the vendor or its subcontractors fail to fulfill or abide by the terms, conditions, or specifications of the contract (including price), Lufkin ISD's remedies include but are not limited to:
 - a. Purchase on the open market and charge the proposing vendor the difference between contract and actual price, or Deduct charges from existing invoice totals due at the time, or
 - b. Cancel the contract within (30) days written notification, or
 - c. Award to the next lowest responsible vendor, if acceptable to LISD.

NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR, EMPLOYEES, AND SUBCONTRACTOR

- a. The attached criminal history form must be completed and returned as a part of this bid, if applicable.
- b. All Vendor employees who will have direct contact with students shall supply information required by Texas Education Code Section 22.0834 to the appropriate authorities. Under no circumstances shall Vendor be allowed to use employees, agents or subcontractors on district property who have been convicted of a felony or a crime involving sexual misconduct. Vendor shall require all employees, agents and subcontractors to comply with campus access policies, designated parking policies and other requirements necessary to comply with Texas Education Code Section 22.0834.
- c. The awarded vendor(s) shall insure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on Lufkin ISD property any time.

UNIFORM COMMERCIAL CODE

- d. If applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the Uniform Commercial Code is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.

ORDINANCE, LAW, DISPUTE RESOLUTION AND VENUE

- e. The contractor shall comply with all local, state, and federal ordinances, laws and regulations pertaining to the operations covered under this contract. It shall be the obligation of the contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies of state and local governments.
- f. Both parties agree that a good faith *effort* will be put forth to resolve any and all disputes arising from this contract. After thirty days of impasse, outside arbitration may be sought by the District.
- g. This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that the venue for any litigation arising from this contract shall lie in Lufkin, Angelina County, Texas.
- h. Neither party shall be liable in damages for any delay or default in the performance of this contract if such delay or default is caused by conditions beyond its own control including, but not limited to, Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.
- i. Successful bidder shall be required to comply with applicable equal employment opportunity laws and regulations.
- j. Successful bidders agree to protect LISD from claims involving infringement of patent or copyright.
- k. Any required notice provided to successful bidder by Lufkin ISD shall be deemed to have been given and received on the next day after such written notice has been sent via Certified Mail to the bidder's address as provided in response to this bid opportunity.
- l. **ALL PROVISIONS LISTED WITHIN THIS BID BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT UNLESS SPECIFICALLY EXCLUDED AND AGREED TO BY LUFKIN ISD. ANY EXCEPTIONS MUST BE LISTED ON THE DEVIATIONS PAGE WITHIN THIS INQUIRY. ANY AND ALL CONDITIONS SPECIFIED WITHIN THIS PROPOSAL DOCUMENT WILL AUTOMATICALLY BECOME A PART OF ANY ADDITIONAL CONTRACT TERMS WHETHER OR NOT THEY ARE SPECIFICALLY STATED WITHIN THAT ADDITIONAL AGREEMENT.** Vendor understands and agrees that any terms and conditions submitted by Vendor as part of its bid are not incorporated into any agreement UNLESS SPECIFICALLY LISTED ON THE DEVIATIONS PAGE AND included in any final agreement executed between Vendor and the duly authorized representative of LISD. In the event a separate agreement is not executed by LISD and Vendor following the bid award, these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any LISD Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

CONFLICT OF INTEREST

- m. Individuals and business entities that wish to do business with LISD must file a Conflict of Interest form with the LISD purchasing department in accordance with Texas Local Government Code Chapter 176.006. The Conflict of Interest form is attached

FORM A: VENDOR PROFILE

Company Name: _____

Contact Information:

Regarding Bid Process/Contract Renewals:

1. Contact Name: _____

2. Phone: _____ 3. Fax: _____

4. Address: _____

5. Email Address: _____

To Place Orders:

1. Phone: _____ 2. Fax: _____

3. Address: _____

4. Email Address: _____ 5. Website: _____

Payment Address:

References:

Please list three (3) Texas school districts of comparable size to LISD which you have served in the past three years.

1. _____

2. _____

3. _____

Company Information:

Please indicate if this response is for multiple locations or divisions within your company and list applicable information: _____

How many consecutive years has your company been in business? _____

Lufkin Independent School District wishes to encourage the participation of minority and female owned businesses.

- Is your company a minority/female owned business? Yes _____ No _____
- If so, is your company currently HUB certified through the State of Texas? Yes _____ No _____

FORM B: FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 9, Section 44.034, Notification of Criminal History, Subsection (a), states “a person of 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 contact 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.”

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code ~22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner’s property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner’s property or other location where students are regularly present. Owner shall determine what constitutes “moral turpitude” or “a location where students are regularly present.” Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the firm named below, certify that I have reviewed the information concerning notification of felony convictions and required criminal history checks and that ALL information furnished is true to the best of my knowledge.

Vendor’s Name: _____

Authorized Company Official’s Name (please print): _____

- A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:
Signature of Company Official: _____ Date: _____
- B. My firm is not owned or operated by anyone who has been convicted of a felony.
Signature of Company Official: _____ Date: _____
- C. 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: _____ Date: _____

Contractor is responsible for the performance of the persons, employees and/or subcontractors Contractor assigns to provide services for the Lufkin ISD pursuant to this contract on any and all Lufkin ISD campuses or facilities. Contractor will not assign individuals to provide services at a Lufkin ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Lufkin ISD Purchasing Department. If at anytime during performance of this contract, there is a change in felony status of any persons, employees, and/or subcontractors providing services to the Lufkin ISD, Contractor will immediately update the above form and provide such form to the Lufkin ISD Business Office within five business days of becoming aware of the change in status.

FORM C: CERTIFICATE OF RESIDENCY

As defined by Texas House Bill 620, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

___ I certify that my company is a “**Resident Proposer**” as defined by HB 620.

___ I certify that my company qualifies as a “**Nonresidential Proposer**” as defined by HB 620 and its principal place of business is in:

City

State

By signing below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Company Name

Signature of Authorized Company Official

FORM D: CONFLICT OF INTEREST NOTICE
Lufkin Independent School District

Notice to Vendors

Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Under Chapter 176 of Texas Local Government Code, a person or entity who contracts or seeks to contract with a school district for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the districts Records Administrator (in this case, the LISD Business Office). Each covered person or entity who seeks to or who contracts with LISD is responsible for complying with any applicable disclosure requirements. LISD will post the required completed questionnaires on its website.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

**FORM E: AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST,
ANTI-LOBBYING**

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure, a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Lufkin Independent School District except as noted below;
4. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Penal Code, Chapter 36, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid or proposal;
5. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion concerning this bid or proposal;
6. The bidder or proposer has not violated any state, federal, or local law, regulation, or ordinance relating to bribery, improper influence, collusion, or the like, and that the bidder or proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of the Lufkin Independent School District in return for the person's having exercised official discretion, power, or duty with respect for this bid or proposal;
7. The bidder or proposer has not and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of the Lufkin Independent School District in connection with information regarding this bid or proposal, the submission of this bid or proposal, the award of this bid or proposal, or the performance, delivery, or sale pursuant to this bid or proposal.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on its' behalf.

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

FORM F: AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, national origin, or handicap and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature

Printed Name & Title

Company Name

FORM G: SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Lufkin ISD does not do business with parties that have been suspended or debarred.

Firms receiving individual awards and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Name of Firm: _____

Signature of Authorized Official: _____

Printed Name: _____

Date Signed: _____

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion-Lower Tier Covered Transactions**

Per Title 34, Code of Federal Regulations, 80.35, "Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

(Before completing certification, read the instructions below.)

Please check one choice below:

_____ The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____ When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

Instructions For Suspension/Debarment Certification Statement

- 1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*
 - 2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
 - 3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.*
- _____

FORM H: HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify, and hold harmless, Lufkin ISD and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of the Contract.

The Contractor shall also defend, indemnify and hold harmless, Lufkin ISD and all of its trustees, officers, agents, and employees from and against claims by any subcontractor, supplier, laborer, materials, or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not to Lufkin ISD for satisfaction of such claims.

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

DATED this _____ day of _____, 20_____.

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
(Date) (Name of company representative)

as _____ for _____
(Title of representative) (Name of entity/company represented)

_____ Personally Known

_____ Produced Identification

(Signature of Notary)

(Printed or Typed Name of Notary)

FORM J: DEVIATION/SIGNATURE PAGE

In the event the undersigned intends to deviate from the general terms, conditions, or specifications listed within this document, all such deviations must be listed on this page with complete and detailed conditions and information also being attached, if necessary. LISD will be the sole judge to determine if deviations are acceptable in meeting the needs of LISD and participating members.

DEVIATIONS:

Our response is submitted according to:

_____ **NO DEVIATIONS:** In the absence of any deviation entry on this form, the Vendor assures LISD their compliance with the Terms, Conditions, Specifications, and information contained within this document.

_____ **DEVIATIONS LISTED ABOVE**

Signature

Printed Name

Title

Date

FORM I: BID FORM

I have received the **Standard and Special Terms and Conditions, Specifications, and Forms** for the furnishing of goods and/or services as prepared by Lufkin Independent School District. I have examined and understand all aspects of these documents and submit the following bid. I have not deviated from the terms, conditions or specifications set forth by Lufkin Independent School District unless specified in written form.

I agree:

1. To hold my bid open for **90 days** after the due date for review and evaluation;
2. That the signing of this bid will constitute a contract between Lufkin Independent School District and my company, if awarded any or all of the bid;
3. That orders will be delivered, **F.O.B., LISD Central Warehouse, 915 Virgil, Lufkin, TX 75902** within five business days after receipt of order by phone, fax, in-person, email or by mail and shall include inside delivery;
4. To furnish goods and services in strict compliance with the Terms, Conditions and Specifications as addressed within this bid document;
5. That payment(s) will only be made from an invoice. Payment will not be made from a statement. A purchase order number must appear on all invoices.

The seller shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, bid number, shall be itemized and transportation charges, if any, shall be listed separately. Mail to: Lufkin Independent School District, Attn.: Business Office, P.O. Box 1407, Lufkin, TX 75902. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Business Office advised of any changes in your remittance addresses.

Do not include Federal Excise, State or City Sales Tax. Lufkin ISD shall furnish a tax exemption certificate, if required.

Lufkin ISD agrees to pay the supplier not later than thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.

Lufkin ISD agrees to notify the supplier of an error or contested invoice. Lufkin ISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

6. Property damage caused to LISD or other property by the awarded vendor while carrying out responsibilities related to this contract, shall be the sole responsibility of the awarded vendor.
7. Proper clothing will be worn at all times. Vendor's vehicles and employees must be identifiable by appropriate company logos on vehicles, shirts, and/or badges.
8. The use of alcohol and tobacco is prohibited on district property.

MWBE/HUB CERTIFICATION

Historically Underutilized Business Questionnaire

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB" and all referred to in this form as "MWBE") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal Invitation.

___ I certify that my company has been certified as a MWBE in the following categories (Please check all that apply)

___ Minority Owned Business

___ Women Owned Business

Certificate Number: _____

Name of Certifying Agency: _____

___ My company has NOT been certified as MWBE

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name

Date

LUFKIN INDEPENDENT SCHOOL DISTRICT

HB 89 and SB 252 Certification Addendum

The Texas 85th Legislature passed two bills during its regular session that will impact all government contracts for goods and services, regardless of dollar amount, including contracts for professional, consulting, and construction services. This addendum requires review and signature from any vendor/independent contractor ("Contractor") entering into a contract ("Contract") with the Lufkin Independent School District to ensure the Contractor complies with the requirements stipulated herein.

HB 89 - Certification Regarding Israel

House Bill 89 (HB 89) prohibits governmental entities from entering into Contracts for goods and services that do not contain the Contractor's written verification that the Contractor does not, and during the term of the contract will not, boycott Israel.

SB 252 - Verification Regarding Terrorist Organizations

Senate Bill 252 (SB 252) prohibits governmental entities from contracting with parties on the State Comptroller's list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. As a result of the new law, governmental entities are required to verify that vendors are not on the Comptroller's list (the "List") of companies with ties to foreign terrorists. The Comptroller's Office provides and maintains such List and anticipates the List going live on September 1, 2017. The List will be accessible through the Texas Treasury Safekeeping Trust (<http://www.ttstc.org/index.php>) or through a link on the Texas Comptroller's website (<https://comptroller.texas.gov>).

Contractor Certification

The Contractor entering into a Contract with the Lufkin Independent School District ("Lufkin ISD") for the provision of goods or services, whether such Contract is in the form of either a written agreement executed between both parties or a duly authorized Lufkin ISD purchase order, 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. Contractor further 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 Contract. For purposes of this Contract, 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.

Contractor Business Name: _____

Full Name of Company Official: _____

Signature: _____ Date: _____

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

[Section 2252.908](#), Government Code.

Certificate of Interested Parties ([Form 1295](#))**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. [Form 1295 MUST BE FILED ELECTRONICALLY!](#) Paper copies and PDF copies of this sample form are not accepted!**

[Chapter 46](#), Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

[Frequently Asked Questions](#)

Last Revision: December 21, 2017

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

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

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

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

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

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

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

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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