



**Abilene Independent School District  
Request for Proposal**

**Proposal Name: After School Care &  
Enrichment Service Program Provider(s)**

**Proposal Number: 019, 18-19**

The Abilene Independent School District (“AISD” and/or the “District”) is soliciting proposals for After School Care and Enrichment Service Program Provider(s) as more fully set out in the Scope of Work and Terms and Conditions sections of this proposal.

One (1) original version of the proposal in hard copy (clearly marked “original”) and two (2) copies of the proposal in hard copy (clearly marked “copies”) shall be submitted in a SEALED envelope or container. These must be submitted in accordance with the instructions set out herein to:

Abilene Independent School District  
Purchasing Department  
3757 Amarillo Street  
Abilene, Texas 79602

Proposals will be received at the above address until 2:00 PM (CST), Wednesday, January 23, 2019.

Proposals received at the Purchasing Department after above date and time, whether mailed or delivered in person, will not be considered.

*The Abilene ISD Purchasing Office will be closed December 24, 2018 through January 4, 2019.*

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## 1.0 NOTICE OF INTENT

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It is the intent of the Abilene Independent School District (AISD or the District) to award a Contract or multiple Contracts as a result of this Request for Proposals (RFP). Services considered for award shall equal or exceed a minimum quality level of industry standards as defined within the Scope of Work of this proposal, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

This proposal is being procured in accordance with Texas Education Code (TEC) Section 44.031.

Following the deadline for receipt, the District's staff will receive, publicly open, and read aloud the names of the offerors. Within 45 days following the date of the opening, District staff shall consider, evaluate and rank each proposal submitted in relation to the selection criteria set forth below. A recommendation will be made to the Board of Trustees.

AISD reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of services offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid. The District reserves the right to award to one or multiple vendors. The District may choose to not award this contract.

By submitting a proposal, each offeror agrees to waive any claim it has or may have against the District, the District's consultants, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of a contract.

Following the Board's ranking of the offerors that offer the best value for the District based on the published selection, the District will attempt to negotiate an agreement with the number one ranked offeror. If the District is unable to negotiate an agreement with the selected offeror, the District will, formally and in writing, end negotiations with that offeror and proceed to the next ranked offeror in the order of the selection ranking until a contract is reached or all proposals are rejected. The same process as described above will be applicable if multiple vendors are selected beginning with the number one ranked vendor, number two ranked vendor and so on.

All responses in your proposal will be used to help AISD select a vendor based on the evaluation criteria. The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in your proposal.

1.1 **TERM:** The initial base term of the prospective contract is a period of one calendar year, and AISD may elect to extend any contract awarded pursuant to this RFP for up to four (4) additional one-year renewal terms.

1.2 **DEFINITIONS:** In this RFP and in the Contract, the following terms are defined as follows:

- 1.2.1 "AISD, the District, and/or government entity" refers to Abilene Independent School District.
- 1.2.2 "Best Value" means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes but not limited to multiple parameters, including experience, references, quality of Vendor's educational offerings, services, fee schedule/rate and revenue sharing opportunities as included in Evaluation and Award section.
- 1.2.3 "Contract" or "Service Agreement" means an agreement entered into between the District and a Provider as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor's Proposal that is satisfactory to the District, notice of contract award and the service agreement.
- 1.2.4 "Fee" or "Rate" shall be a flat (fixed) fee. Proposer's rate/fee schedule must be a fixed inclusive of, but not limited to, all costs, overhead, and profit. "Cost plus percentage of cost" pricing shall not be employed.
- 1.2.5 "Proposer" refers to the person/firm that submits the proposal to this RFP.
- 1.2.6 "Project" means the Scope of Work for furnishing services as outlined in this RFP.

- 1.2.7 "Proposal" refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.
- 1.2.8 "RFP" refers to this Request for Proposals.
- 1.2.9 "Responsible Vendor" means a vendor with adequate financial resources who can comply with the requirements, and who is a qualified and established firm regularly engaged in the type of business that provides services herein.
- 1.2.10 "Responsive Proposal" refers only to those proposals that comply with all material and administrative aspects of this RFP.
- 1.2.11 "Vendor" or "Provider" refers to the person(s )/entity(ies) to whom a contract is awarded pursuant to this RFP.
- 1.2.12 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

## 2.0 PROPOSAL PROCESS

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- 2.1 **GENERAL INFORMATION:** The following instructions by the District are intended to afford proposers with an equal opportunity to participate in the proposal process and to provide a predetermined set of criteria representing the District's business and service requirements. This proposal is governed by the Texas Education Code (TEC), other applicable Texas state statutes, federal statutes, and all local AISD Board of Education (Board) policies.
- 2.2 **QUESTIONS CONCERNING THE RFP:** Questions concerning the RFP will be answered only if sent to the Purchasing Department, in writing via email to [Lisa.Metcalf@AbileneISD.org](mailto:Lisa.Metcalf@AbileneISD.org) on or before Wednesday, January 9, 2019 by 4:00 PM. All questions will be answered by addendum after January 9<sup>th</sup>. All addendums will be posted on the District's web-site at [www.AbileneISD.org](http://www.AbileneISD.org) by selecting departments and purchasing.
- 2.3 **PROPOSAL SUBMISSION:** AISD will not accept a faxed or emailed Proposal. One (1) original version of the proposal in hard copy (clearly marked "original") and two (2) copies of the proposal in hard copy (clearly marked "copies") shall be submitted in a SEALED envelope or container in accordance with the instructions set out herein to:

If delivered by US Postal Mail:

Abilene Independent School District  
Purchasing Department  
PO Box 5764  
Abilene, Texas 79608

**OR**

If delivered by hand:

Abilene Independent School District  
Purchasing Department  
3757 Amarillo Street  
Abilene, Texas 79602

Each set of the proposal must be submitted in an envelope. The envelope must be SEALED. The outside of the envelope (or other package or container) must bear the following information in clear and legible form:

- a) In the upper left-hand corner: print the full name and address of the bidding entity, and the name and telephone number, including area code, of the person to contact with questions about the proposal submission, and
  - b) In the lower left-hand corner: "Proposal Enclosed," the proposal name, proposal number, and submission deadline indicated on the Notice of Invitation to Bid.
- 2.4 **DISCUSSIONS / NEGOTIATIONS:** AISD may conduct discussions/negotiations with Proposer(s); however, AISD reserves the right to award a contract without discussions/negotiations. AISD will determine the competitive range, if any, which may include only those initial Proposals that AISD determines have a reasonable chance of being awarded a contract. Negotiations, if any, will not consist of a back-and-forth exchange resulting in a contract, but rather will seek clarification or obtain equivalent elements. If AISD conducts discussions/negotiations, Proposer may be required to submit a best and final offer as early as 24 hours after completion of negotiations/discussions. If AISD does not receive your best and final offer by the time set by AISD during discussions/negotiations, AISD will use your originally submitted Proposal for further evaluation and award recommendation.
- 2.5 **INTERVIEWS:** At the District's discretion, AISD may invite one or more Proposers to interview based on a pre-defined agenda and timeline. Said Proposer(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFP requirements. All expenses associated with the interview will be at the Proposers expense.
- 2.6 **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by written notice received by the Director of Purchasing prior to the exact hour and date specified as the deadline for receipt of proposals. Proposal modifications made on the outside of proposal envelope are to be considered non-responsive and will not be considered.

- 2.7 **LATE PROPOSALS:** Responses submitted after the due date and time noted in this RFP shall not be considered. AISD is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp clock in the Abilene ISD's Purchasing Department, 3757 Amarillo Street, Abilene, Texas, shall be the official date and time of receipt. It shall be Proposer's sole responsibility to ensure that the Proposal is received at the appropriate location by the specified deadline. There shall be no exceptions to these requirements.
- 2.8 **OPENING PROPOSALS:** Following the deadline for receiving proposals, the District will receive, publicly open, and read aloud the names of the Proposers.
- 2.9 **RESPONSIVE PROPOSAL:** Vendors are expected to examine this RFP and information provided herein carefully, understand the terms and conditions for providing the services listed herein and respond completely. To be deemed responsive and qualify for evaluation, a Proposal must be timely submitted and must materially satisfy all mandatory requirements identified in this RFP. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE REQUESTED INFORMATION MAY RESULT IN THE VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**
- 2.10 **RETENTION OF PROPOSAL DOCUMENTATION:** All Proposal materials and supporting documentation submitted in response to this RFP becomes the permanent property of AISD and will not be returned to Proposer.
- 2.11 **FINANCIAL RESPONSIBILITY:** Proposer shall pay all costs related to the preparation and submission of its Proposal.
- 2.12 **RESERVATION OF RIGHTS:** AISD reserves the right to:
- 2.12.1 Cancel this RFP in whole or in part, at the sole discretion of AISD.
  - 2.12.2 Accept, reject, or negotiate modifications in any terms of Proposal or any parts thereof.
  - 2.12.3 Reject and/or disqualify any or all Proposals received, award contracts for services as those appear advantageous, and negotiate separately in any manner necessary to serve AISD's best interests.
  - 2.12.4 Waive any formalities, technicalities, or other defects if deemed in the best interest of AISD; request clarification and/or correction for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
  - 2.12.5 Be the sole judge of quality, make all decisions regarding this RFP, including, without limitation, the right to decide whether a Proposal substantially complies with the requirements of this RFP.
  - 2.12.6 Award this contract to one or multiple vendors at the District's discretion.
  - 2.12.7 No award this contract.
- 2.13 **TEXAS PUBLIC INFORMATION ACT.** During the course of the selection process, the submitted Proposals are exempt from disclosure to the public under the Texas Public Information Act. The Proposals will however, upon award of the Contract, become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you may provide in your Proposal may contain commercial or financial information which are deemed privileged or confidential by statute, or may be of a nature which you feel may cause substantial competitive harm to your business if disclosed by the District to a third-party, even after the award. You may be entitled to protect this information at the time the request is made for disclosure; however, you will need to consult your legal counsel to assure that this kind of information, if included in your Response, is properly marked prior to submission. In the event information from any Proposal is requested, the District will use best efforts to notify the Proposer of such request, but will have no duty to assert any claim to the Attorney General, that the Proposal or parts thereof are not subject to disclosure under the Act. All questions regarding application of the Texas Public Information Act implications should be directed to Proposer's individual counsel.

### 3.0 PROPOSAL INSTRUCTIONS AND REQUIREMENTS

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- 3.1 **COMPLIANCE REQUIRED:** AISD requests following the instructions detailed below when preparing and submitting your Proposal. AISD, in its sole discretion, may reject your Proposal as non-responsive if you fail to follow these instructions and requirements.

Complete and return below all Attachments and required information set forth in this RFP [in the following order](#):

All Forms & Attachments are Mandatory unless otherwise notated:

- *FORM A: Execution of Offer – **MUST BE SIGNED OR WILL NOT BE ACCEPTED***
- *FORM B: Vendor Information*
- *FORM C: Vendor Requirements*
  - *Qualifications and Experience*
  - *Program Details*
  - *Staff Credentials and Experience*
  - *Program Policies and Procedures*
  - *General Program Information*
  - *Program Fees*
  - *Provider Financial Information*
  - *Litigation*
- *FORM D: General Certifications*
- *FORM E: : Exceptions*
- *FORM F: Conflict of Interest Instructions and Questionnaire (Form CIQ)*
- *FORM G: SB 9 Certification Forms – **requirement of vendor's that are on AISD campuses***
- *FORM H: IRS Form W-9*
- *FORM I: 1295 Form – **Do not file** with Texas Ethics Commission or include in proposal submittal unless requested by AISD at a later date.*
- *FORM J: Certificate of Insurance (Acord Form) **shall be included with proposal submittal.***

## 4.0 EVALUATION AND AWARD

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- 4.1 **EVALUATION FACTORS:** AISD will conduct a comprehensive, fair and impartial evaluation of all Proposals and will analyze each Proposal to determine overall responsiveness and completeness as defined in Scope of Work. The District, in its sole discretion, may deem a Proposal non-responsive if Proposer fails to comply with the instructions in this RFP or submits an incomplete Proposal. AISD may, in its sole discretion, eliminate non-responsive proposals from further evaluation.

Criteria #	Criteria Description	Weighted Value
1	Rate / Fee Schedule	70%
2	The reputation of the Proposer and of the Proposer's goods or services	10%
3	The quality of the Proposer's goods or services, as applicable	10%
4	The extent to which the goods or services meet the District's needs	10%
5	The Proposer's past relationship with the District	0%
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses - M/WBE analysis	0%
7	The total long-term cost to the District to acquire the Proposer's goods or services	0%
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0%

- 4.2 **CONFLICT OF INTEREST:** District Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District, shall file a completed conflict of interest questionnaire with the appropriate district records administrator not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the District; or (2) submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the District. For more information regarding conflicts of interest, see Conflict of Interest Instructions and Questionnaire attached hereto and incorporated by reference.
- 4.3 **DISQUALIFICATION:** Proposer may be disqualified before or after AISD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.
- 4.4 **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to AISD.
- 4.5 **FORMATION OF CONTRACT (EXECUTION OF OFFER):** A signed and submitted Proposal constitutes an offer to Contract with AISD to provide and perform the services specified in this RFP. The District shall have no contractual obligation to any Proposer, nor will any Proposer have any property interest or other right in the contract or Work being proposed unless and until the District issues an award of contract.



## 5.0 GENERAL TERMS AND CONDITIONS

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The words “bids,” “request for proposals,” “competitive sealed proposals,” “quotes,” “RFPs,” “solicitation,” “procurement,” and their derivatives may be used interchangeably in this RFP. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached.

The words “vendor,” “proposer,” “bidder,” “contractor,” “supplier,” “offeror,” “provider,” and their derivatives may be used interchangeably in this RFP.

The words “Contract,” “Service Contract,” and “Service Agreement” may be used interchangeably in this RFP.

These General Terms and Conditions are part of the final Contract.

This Contract is entered into between AISD and Vendor, having submitted a Proposal in response to this RFP issued by AISD and whose proposal has been accepted and awarded by AISD. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AISD and Vendor, intending to be legally bound, and subject to the terms, conditions and provisions of this Contract, agree as follows:

- 5.1 **DEFINITIONS:** The terms used in this Contract shall have the meanings assigned to them in the Notice of Intent of the RFP.
- 5.2 **CONTROLLING DOCUMENTS AND INTEGRATION:** The Contract consists of the RFP, including all Addenda, the Proposal submitted by Vendor that is satisfactory to the District, and the Contract form(s), which may include, but are not limited to, a written contract or services agreement and an award letter. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL, OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE CONTRACT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.**
  - 5.2.1 To the extent that there is any conflict between or among the documents composing the Contract, the following hierarchy (from most to least authoritative) shall prevail: (i) the Contract forms (written contract and/or services agreement); (ii) RFP as provided by the District and all Addenda; and (iii) any Proposal provisions submitted by Vendor and agreed to by the District.
- 5.3 **COMPLIANCE WITH CONTRACT/SPECIFICATIONS AND EXCEPTIONS:** Proposers must respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and this Contract. Any exceptions to the terms and conditions in this RFP or Contract must be clearly indicated in the Exception Form and included in the Proposal. Deviations or exceptions stipulated in Proposer’s response may result in disqualification.
- 5.4 **CHANGEORDERS/AMENDMENTS:** If a change is necessary after the performance of a Contract is begun, an Amendment in the form of an Addendum to the Services Agreement may be required.
- 5.5 **MODIFICATIONS:** The District reserves the right to require any modification to the Contract terms if the modification is in the best interest of the District and do not substantially change the scope of the award.
- 5.6 **FORCE MAJEURE:** Neither AISD nor Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party’s control.

AISD and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. AISD and Vendor shall not have any claim for damages against any other

party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, AISD shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of AISD's contractual, legal, or equitable rights.

- 5.7 **DEFAULT CONDITIONS:** If Vendor: (i) breaches any provision of the Contract; (ii) becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), AISD will have the right (without limiting any other rights or remedies that it may have in the Contract or by law) to terminate the Contract with five (5) days prior written notice to Vendor. AISD will then be relieved of all obligations, except to pay the reasonable value of Vendor's prior performance, satisfactory to AISD (at a cost not exceeding the Contract rate and subject to any claims, costs and expenses incurred by AISD as a result of Vendor default). In the event of default, AISD is expressly authorized to obtain the services that would have been provided by Vendor under this Contract from an alternative source. Vendor will be liable to AISD for all costs exceeding the Contract price that AISD incurs in completing or procuring the services and goods as provided for in the Contract. AISD's right to require strict performance of any obligation in the Contract will not be affected by any previous waiver, forbearance, or course of dealing.
- 5.8 **WARRANTIES: VENDOR EXPRESSLY WARRANTS THAT ALL THE SERVICES COVERED BY THE CONTRACT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD. ANY DEVIATIONS FROM THE CONTRACT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S ASSOCIATE SUPERINTENDENT FOR OPERATIONS.**
- 5.9 **NON-ASSIGNMENT:** Vendor may not assign, sell, or otherwise transfer its interest in the Contract award or any part thereof, without prior written consent from the District. Any attempted assignment of this Contract by Vendor shall be null and void.
- 5.10 **PENALTIES:** If Vendor is unable to provide the services at the prices quoted in Vendor's Proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, Vendor agrees that AISD may take the following action(s), in AISD's sole discretion:
- a. Insist that Vendor honor the price(s) quoted in Vendor's Proposal;
  - b. Have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by AISD);
  - c. Have Vendor pay the difference between Vendor's price and the actual purchase price of the service on the open market; and/or
  - d. Recommend the Vendor no longer be given the opportunity to submit a proposal to AISD and/or termination of the Contract.
- 5.11 **COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations. Vendor further agrees to comply with all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, and data rights. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations contained in Certifications and RFP, are hereby integrated into this Contract.
- 5.12 **PERFORMANCE:** Vendor agrees to use commercially reasonable best efforts to provide service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.
- 5.13 **RECORD RETENTION:** Vendor shall preserve all records relating to this RFP and/or Contract for a period of five (5) AISD fiscal years or for such longer period as may be required by law, after final payment relating to this project.
- 5.14 **RIGHT TO REVIEW, AUDIT AND INSPECT:** AISD and its authorized representative(s), shall be afforded unrestricted access to and permitted to inspect and copy all of Vendor's records, which shall include, but not be limited to, accounting records (hard copy as well as computer readable data), correspondence, instructions, receipts, vouchers, memoranda and

similar data relating to this project. From time to time, the District may desire to audit certain Vendor documents to ensure compliance with the Contract and/or Proposal. Vendor agrees to furnish the documents requested in a reasonable time at a mutually agreeable place.

- 5.15 **TAX RESPONSIBILITIES OF VENDOR AND INDEMNIFICATION FOR TAXES:** Vendor shall comply with the tax laws of states and the federal government. Vendor and all of its subcontractor(s) shall pay all federal, state, and local taxes applicable to Vendor's operation, Vendor's employees, and Vendor's subcontractors. Vendor shall require all subcontractors to hold AISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.
- 5.16 **USE OF DISTRICT NAME OR LOGO(S):** Vendor may not use AISD's official name or logo, or any phrase associated with AISD, without the written permission from the Superintendent, or their designee.
- 5.17 **NO AGENCY OR ENDORSEMENTS:** It is the intention of the parties to this Contract that Vendor is independent of AISD, is an independent contractor, and is not an employee, agent, joint venture, or partner of AISD. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company, service, or product. Vendor agrees that AISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors, and Vendor shall remain solely responsible for their supervision, daily direction and control, payments of salary (including withholding of income taxes and social security), workers' compensation, and disability benefits, and like requirements and obligations.
- 5.18 **THIRD PARTIES:** Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either AISD or Vendor.
- 5.19 **SUBCONTRACTORS:** Vendor shall not use subcontractors in the performance of any part of this Contract without prior written approval by AISD. If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between AISD and any such subcontractor, nor shall it create any obligation on the part of AISD to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.
- 5.20 **NO WAIVER:** AISD does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any Contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any Contract shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of AISD. No waiver of a breach of any provision of the Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 5.21 **INDEMNIFICATION:** VENDOR SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND AISD AND EACH OF ITS RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY AISD AND ITS OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY VENDOR AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH VENDOR'S PERFORMANCE OF THE CONTRACT. All obligations as set forth in this paragraph shall survive the acceptance and termination of the Contract.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

- 5.22 **HAZARDOUS MATERIALS:** In the performance of Vendor's services, Vendor shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Vendor shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of Vendor's activities.
- 5.23 **GOVERNING LAW AND EXCLUSIVE VENUE:** Any Contract resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Taylor, State of Texas, shall be the sole and exclusive place of venue to resolve any dispute with respect to the Contract.
- 5.24 **SECTION HEADINGS:** The headings of sections and paragraphs contained in any document related to this project are for convenience only and shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.
- 5.25 **SEVERABILITY:** If any portion of this RFP or Contract is deemed to be unenforceable, the remainder shall be construed as if such unenforceable provisions had never been contained therein.
- 5.26 **APPEAL/PROTEST PROCESS:** Any Vendor who submitted a proposal may appeal AISD's award, if the appeal is based on deviations from laws, rules, regulations, or AISD Board policies. AISD Board Policy GF (Local) applies to any Vendor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Vendor shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail. Complaints/appeals must be received by the close of business on or before the 15th AISD business day after award of the contract. In the event Vendor is unsure about the award of the contract, it is the Vendor's responsibility to contact AISD on the next business day after the award is announced and verify details concerning the award.
- 5.27 **DISPUTE RESOLUTION:** At the sole option of the District, AISD may require Vendor and AISD to submit any and all disputes to the alternative dispute resolution process of non-binding mediation. Vendor and AISD agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this Contract, Vendor and AISD further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement agreement if AISD requires non-binding mediation. Any such mediation shall take place in Taylor County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed-upon mediator. AISD will have the first opportunity to strike a name from the list. All fees and costs of the mediation shall be shared equally between the parties. No formal record shall be made of the mediation.
- 5.28 **ATTORNEY FEES:** In connection with AISD's defense of any suit against it and/or AISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Contract, in which AISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, AISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action. Likewise, in connection with Vendor's defense of any suit against it and/or Vendor's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Contract, in which Vendor prevails as to all or any portion of its defense(s), claims, counterclaims or actions, Vendor shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.
- 5.29 **MATERIAL CHANGE:**
- 5.29.1 Vendor is required to notify AISD when any material change in operations occurs, including bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.
- 5.29.2 If a material change to a contract entered into between AISD and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, AISD may issue a new procurement solicitation for the services included under the previously-existing contract. "Material change" for purposes of this section means a modification that substantially exceeds the terms of the original contract between AISD and Vendor.

5.30 **NOTICE:** Any notice required to be given relating to the Contract shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: *Vendor's Contact Name and Address as listed in Form B*

To: Lisa Metcalf  
Director of Purchasing  
3757 Amarillo Street  
Abilene, Texas 79602

Any party may designate a different address by giving the other party ten (10) days prior written notice in the above manner.

## 6.0 SCOPE OF WORK

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- 6.1 Abilene Independent School District, hereafter referred to as Abilene ISD, AISD or District, is requesting proposals from organizations interested in an opportunity to use the District-designated buildings for the purpose of implementing and operating an After School Care and Enrichment Services Program ("Program") in accordance with the terms, conditions, and specifications established within this Request for Proposal.

Proposers or authorized representatives are expected to inform themselves as to all terms and conditions, requirements, and specifications contained within this solicitation and associated documents prior to submitting a proposal. Failure to do so will be at the proposer's own risk.

The purpose of this Solicitation is to identify one Proposer or multiple Proposers to be designated as an organization eligible to implement and operate a Program within District facilities; such designated organizations are hereafter referred to as "Provider(s)".

No guarantee of work is implied by a contract award made to the successful Provider(s).

### 6.2 PROGRAM VISION:

Selected Provider(s) shall be qualified and capable of implementing and operating an After School Care and Enrichment Services Program. The Program shall include both high quality child care as well as enrichment programming. Enrichment programming must include options for homework support, tutoring, and educational presentations programs and activities that support the District's educational mission and align with the District's instructional curriculum.

### 6.3 PROGRAM SCOPE & OPERATING GUIDELINES:

- 6.3.1 **Children Eligible to Participate in the Program:** The Program will include school-age children in grade levels pre-kindergarten through fifth grade only.
- 6.3.2 **AISD Sites Eligible to Implement and Offer the Program:** The Program may be offered at the following elementary schools: Austin, Bassetti, Bonham, Bowie, Jackson, Johnston, Long Early Learning Center, Ortiz, Reagan, Taylor, Thomas and Ward. The District reserves the right add campuses to the after school care program or remove campuses from after school care program as deemed in the best interest of the District. If campuses are added to the after school care program, this RFP, Addendums, Vendor's response as accepted by the District and service agreement will be applicable.
- 6.3.3 **Program Days of Operation:** The Program will be offered during AISD instructional days only, excluding any designated as early release.
- 6.3.4 **After School Care & Enrichment Services (Hours of Operation):** Providers offering After School Care & Enrichment Services shall do so from 3:15 – 6:00 pm.

### 6.4 PROGRAM REQUIREMENTS:

A successful Program should meet, at minimum, the following Program Requirements:

- 6.4.1 **Strong Vision, Management and Collaboration**
- 6.4.1.1 The Program has a written mission statement that sets forth its philosophy and goals.
  - 6.4.1.2 The Program involves children, families, and staff to plan and implement appropriate activities, which are consistent with the program's philosophy.
  - 6.4.1.3 The Program has established family and staff policies and procedures.
  - 6.4.1.4 The Program has established and sustained fiscal and business policies.
  - 6.4.1.5 The Program collects feedback from parents through surveys, conferences, and/or other forms of two-way communication.
  - 6.4.1.6 The Provider's on-site Program Director will work directly with the school principal or designee to ensure continued high quality Program services in a safe and secure learning environment.
- 6.4.2 **Adequate and Qualified Staff**
- 6.4.2.1 The Program has adequate number of staff to manage and operate effectively and to ensure the

- quality and safety of the care and enrichment services provided to children enrolled in the Program.
- 6.4.2.2 Ongoing training is provided to personnel to support high quality program services.
- 6.4.2.3 The Program conducts ongoing staff meetings to ensure that all program staff is knowledgeable and informed.
- 6.4.2.4 The Program will maintain appropriate student to adult ratios comparable to those established by Abilene ISD, or such ratios which may be necessary to meet compliance requirements set by applicable law. Abilene ISD class sizes are 22 to 1 for prekindergarten through fourth grade and 25 to 1 for fifth grade.

#### 6.4.3 Attention to Safety, Health, and Nutrition Issues

- 6.4.3.1 The Program has a written health, safety, and nutrition policies available to families.
- 6.4.3.2 The Program has staff certified in First Aid and CPR available and accessible to children at all times.
- 6.4.3.3 The Program has a written medical policy to address the identified needs of children enrolled in the Program.
- 6.4.3.4 Children are isolated from other children at the first sign of illness and supervised by staff. Health precautions are followed and parents notified when appropriate.
- 6.4.3.5 The Program implements daily safety inspections and addresses hazardous issues immediately.
- 6.4.3.6 Staff models, teaches, and promotes proper health, nutrition, safety, and hygiene practices.

#### 6.4.4 Student Safety & Accountability Practices

- 6.4.4.1 Children are supervised by adults at all times.
- 6.4.4.2 Adult/Student ratios are maintained to ensure the effectiveness of the Program.
- 6.4.4.3 The Program has a system of documenting children's daily arrival and check-out times.
- 6.4.4.4 Program policies address the release of children to authorized parents/guardians.

#### 6.4.5 Program Enrichment Services

- 6.4.5.1 The enrichment services offer age and developmentally appropriate activities that reflect the mission and goals of the Program.
- 6.4.5.2 The enrichment services will be offered by qualified staff.
- 6.4.5.3 The enrichment services program design and staffing will ensure that the children are served in a safe, positive, and highly engaging environment that is an extension of the school day environment.
- 6.4.5.4 The enrichment services program offers scheduled time in an appropriate environment for academic support, tutoring, and homework assistance.
- 6.4.5.5 The enrichment services program provides a daily schedule, enabling children to transition smoothly from one activity to another.

#### 6.5 CONTRACT AWARD & ELIGIBLE PROVIDER STATUS:

A recommendation will be made to Abilene ISD Board of Trustees (the "Board") at the Board meeting scheduled for February 11, 2019. Upon negotiations and final award, a Notice of Contract Award will be issued by the Abilene ISD to the successful Proposer(s), whose status will then change from that of Proposer to Provider. Contract Vendor status means that the selected organization(s) are eligible to implement and operate the Program at an AISD elementary school interested in offering the Program at its campus. No guarantee of work is implied by a contract award made to the successful Vendor(s).

#### 6.6 PROGRAM IMPLEMENTATION PROTOCOL & REQUIRED CONTRACTS:

- a) **Services Agreement** – A Services Agreement will be executed between the selected Vendor(s) and the District

## 7.0 SPECIAL TERMS AND CONDITIONS

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In addition to the Standard Terms & Conditions referenced above, the following special terms and conditions (“Special Terms & Conditions”) shall apply to this solicitation. In the event of any conflict between provisions in the General Terms & Conditions and Special Terms & Conditions, the provisions referenced in the Special Terms & Conditions shall prevail.

- 7.1 **CONTRACT TERM:** Unless otherwise agreed to by the District, the initial contract term shall be from the effective date referenced in the Services Contract executed by the Provider(s) and District (the “Initial Term”) to June 30 of the then current fiscal school year. Thereafter, unless otherwise terminated in accordance with the termination provisions referenced in this solicitation, the District reserves the right to renew annually for up to four (4) additional one-year renewal terms.
- 7.2 **CONTRACT TERMINATION:** The contract award or the Services Contract resulting from this solicitation may be terminated or cancelled under the following circumstances:
- 7.2.1 District may cancel or terminate the award or all, or any undelivered part, of the Services Contract for convenience, upon sixty (60) days prior written notice to Provider.
  - 7.2.2 By mutual written agreement of the parties and sixty (60) days prior written notice to the parents whose children are enrolled in the Vendor’s Program;
  - 7.2.3 District may immediately cancel or terminate the award or all, or any undelivered part, of the Services Contract for material breach by Provider of any of the terms of the Services Contract. In the event the Services Contract is terminated because of a violation or breach of contract terms by the Provider, AISD shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.
  - 7.2.4 District’s rights of termination or cancellation are in addition to other remedies District may have in law or equity.
  - 7.2.5 Under no circumstances will the Provider be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of any such termination.
- 7.3 **LICENSES AND REGISTRATIONS (PERMIT):** Proposers/Providers shall possess the appropriate Child Care Licensing (“CCL”) permit required to implement and operate the Program, as required by the Texas Department of Family and Protective Services (“DFPS”). Proposers may click on the following link to visit the CCL web site operated by DFPS: [Texas Child Care Licensing](#). Proposers/Providers must also possess any other credentials required by applicable law to provide the services referenced in this Solicitation and to operate legally within the state of Texas.
- 7.4 **FEDERAL, STATE, AND LOCAL LAWS:** Proposers/Providers must conform to all Federal, State and Local Laws, ordinances, codes, rules and regulations of health, public or other authorities controlling or limiting the methods, the material to be used, or actions of those employed in work of this kind. All work labor or material necessary to comply with these laws, codes, ordinances, rules and regulations shall be performed and furnished by Proposers/Providers.
- 7.5 **ADHERENCE TO DISTRICT RULES AND REGULATIONS:** Providers must conform to all applicable AISD rules and regulations as interpreted by AISD when on District facilities, including but not limited to compliance with employee codes of conduct, dress and grooming codes, prohibitions against tobacco products and weapons, and criminal history check requirements.
- 7.6 **MEALS/SNACKS:** Any afternoon snacks served to the children enrolled in the Program are to be provided by the Provider and at the Provider’s expense as part of the program.
- 7.7 **SAFETY MEASURES:** Proposers/Providers shall take all reasonable measures necessary, as determined by federal, state and local laws to ensure a safe environment. In all cases, when work is completed for the day, the Work Area shall be policed and secured. Work area (“Work Area”) shall be defined as those areas utilized by Providers to operate the Program.
- 7.8 **SECURITY & ATTENDANCE REQUIREMENTS:**
- 7.8.1 Provider’s staff members shall (i) prominently wear identification badges with photos (furnished by Provider) and (ii) wear uniform shirts with company name or logo (furnished by Provider).
  - 7.8.2 All doors must remain secured properly at all times. Propping of doors is prohibited.
  - 7.8.3 All visitors and staff must sign into the facility. Provider shall maintain a sign-in log of all people entering the Work Area. A copy of the log must be kept for inspections by authorized District personnel throughout the duration of the Services Contract.



- 7.8.4 Each District location where Provider is operating a Program shall have its own cellular telephone(s) provided by Provider, who shall publish all numbers. Telephones for each Work Area shall be operational and on during Program hours of operation. A 24-hour contact person shall be listed and made available to District.
- 7.8.5 Provider shall keep children and staff attendance lists each day and make the lists accessible to District. Attendance shall be kept by first and last name.
- 7.9 DUTY OF CARE:
- 7.9.1 Duty of care for persons enrolled in the Program shall be borne solely by the Provider.
- 7.9.2 NO ENROLLEE OR GUEST MAY EVER BE ALLOWED TO HAVE UNATTENDED ACCESS TO DISTRICT FACILITIES.
- 7.9.3 Provider shall be responsible for children enrolled in the Program upon their delivery to the AISD Elementary School cafeteria or appropriate Program designated area.
- 7.10 SURVEILLANCE:
- 7.10.1 District reserves the right to full access of all property listed for use by the Program.
- 7.10.2 District reserves the right to conduct surveillance, video, audio, and direct observation of the Program at all times without obstruction or delay by the Provider.
- 7.10.3 Provider shall not be allowed access to the District's surveillance systems without proper District authorization.
- 7.11 CLEANING OF WORK AREA:
- District is responsible for cleaning of the Work Areas at the end of each day, as provided in the Service Agreement, where applicable.
- 7.12 LITERATURE:
- 7.12.1 Provider's Program literature may include the District name provided it has been preapproved by the Superintendent of Schools or designee.
- 7.12.2 Literature pertaining to the Provider's Program may be distributed by the District.
- 7.13 DAMAGE TO PROPERTY:
- 7.13.1 Provider may not cause or permit any damages to District premises, property, furnishings, fixtures or equipment, and will not do or allow anything to be done which would damage or change the finish or appearance of the premises, or its furnishings, fixtures, or equipment.
- 7.13.2 Provider is responsible for the cost to repair any damage done under operation of the Program.
- 7.14 FACILITIES MODIFICATIONS:
- 7.14.1 Provider may not make modifications to District facilities without proper District authorization.
- 7.15 WORK AREA – PROTECTION OF WORK AND PROPERTY: Providers shall keep the Work Area clean of debris and refuse at all times. No hazardous conditions may be allowed to exist. Where safety is an issue, the District requires that potential hazards be reported immediately to the Associate Superintendent of Operations. District reserves the right to require the Provider to "rope off" sections and or post notices, etc., to protect persons from harm in the area they are using until such time as the problem is resolved. District retains the right to rescind the use of its buildings due to unsafe conditions. District shall not be responsible for any delay or costs associated with stopping work as a result of the unsafe working conditions.
- 7.16 FURNISHED PROPERTY: No materials, labor or facilities will be furnished by District unless otherwise specified on this Solicitation.
- 7.17 DISPOSAL OF REFUSE: Providers may use District dumpsters for disposal of waste occurring in the Work Area. This shall be limited to normal disposal of incidental waste items only.
- 7.18 Fee and Rate Schedule: The fee and rate schedule offered by Provider in response to this Solicitation shall remain firm for the life of the initial term of the resulting Services Agreement, except for price decreases, which may be offered

to the parents of the enrolled children at any time over the term of the Services Agreement. Price increases may only be considered at the renewal points, at which time such price increase requests shall be followed by proper justification. The District reserves the right to negotiate any price increase requests, but shall not be obligated to accept any price increases. Unless specific market conditions exist which may have a significant impact on the Provider's costs associated with providing the services under the Services Agreement, any price increases shall be no greater than the maximum per unit increase over the previous year of 3% or Consumer Price Index (CPI), whichever the greater.

**7.19 BEST VALUE INCENTIVES: SPECIAL CONSIDERATION MAY BE GIVEN TO PROVIDERS WHO PROPOSE BEST VALUE INCENTIVES ("INCENTIVES") AT NO ADDITIONAL COST TO ABILENE ISD PARENTS. INCENTIVES ARE CONSIDERED TO BE SERVICES OFFERED BEYOND THE NORM AND NOT THE STANDARD LEVEL OF SERVICE OFFERED TO MOST OTHER CLIENTS OF THE PROVIDER.**

**7.20 INSURANCE REQUIREMENTS:** The successful Proposer, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of "A") authorized to do business in Texas as follows. Successful Proposer will be required to provide a copy of insurance coverage to District. Insurance certificates may contain a provision, or Proposer's digital signature on this solicitation certifies, that coverage afforded under the policies will not be cancelled or non-renewed until at least thirty (30) days prior written notice has been given to District. Insurance coverage must remain in effect for the duration of this contract. Abilene ISD shall be named as an additional insured on the Proposer's insurance certificate.

**Insurance Coverage Requirements:**

TYPE OF INSURANCE COVERAGE	LIMITS OF LIABILITY
a. Worker's Compensation	Statutory limits \$500,000
b. Commercial General Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 combined single limit per occurrence</li> <li>• \$2,000,000 general aggregate</li> <li>• Damage to rented premises: \$100,000</li> <li>• Medical expenses: \$5,000</li> <li>• Personal &amp; Advertising Injury: \$1,000,000</li> <li>• The Provider's agent or broker shall certify to District that the policy covers and does not exclude acts of "Molestation or Abuse" of any kind.</li> </ul>
c. Excess (Umbrella) Liability	Minimum limit of \$5,000,000 per occurrence. The coverage shall be at least as broad as the Commercial General Liability coverage.
d. Professional Liability	Minimum limit of \$1,000,000.
e. Business Auto Liability	\$1,000,000 combined single limit each occurrence  <u>NOTE:</u> Insurance shall apply to all owned, non-owned, and hired automobiles used by Provider in performance of the work, if applicable. If there is no

	student transportation, auto insurance shall not be a consideration.
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- 7.21 PROPOSALS TO BE HELD FIRM FOR 90 DAYS: All proposals submitted in response to this Solicitation are considered an offer. All offers, including pricing, terms, and conditions must be held firm for a minimum of ninety (90) days from the date of Bid Opening.
- 7.22 VENDOR FULLY RESPONSIBLE FOR COST OF PROPOSALS: The District accepts no financial responsibility for any costs incurred by the vendor in the course of responding to this solicitation.
- 7.23 LIMITATIONS: This Solicitation is not an offer by the District to contract with any party responding to this Solicitation. This Solicitation does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right to reject any or all proposals received, to negotiate all elements of a proposal and/or proposed contract with any vendor, to waive any technicalities and formalities, to extend the deadline to submit a proposal, or to amend or cancel in part or in its entirety this Solicitation.
- 7.24 GOVERNING LAW & VENUE: This solicitation and any resulting contract will be governed by and construed in accordance with the Constitution and laws of the State of Texas, without regard to its conflict of laws rules. The exclusive venue of any dispute or legal proceeding relating to this Solicitation or any related contract will be Taylor County, Texas.

**Abilene Independent School District  
Competitive Sealed Proposal  
Proposal Name: After School Care &  
Enrichment Services Program Provider(s)  
Proposal #: 018, 18-19**

**8.0 Attachments**

**Please send all completed forms with your Proposal  
submittal.**

## TABLE OF CONTENTS

Items below are components which comprise this proposal package. Proposer is asked to review the proposal document and attachments package to be sure that all applicable parts are included. If any portion of the package is missing, please notify AISD immediately.

Complete and return below all Attachments and Required Information set forth in this RFP in the following order:

- *FORM A: Execution of Offer – **MUST BE SIGNED OR PROPOSAL WILL NOT BE ACCEPTED***
- *FORM B: Vendor Information*
- *FORM C: Vendor Requirements*
  - *Qualifications and Experience*
  - *Program Details*
  - *Staff Credentials and Experience*
  - *Program Policies & Procedures*
  - *General Program Information*
  - *Program Fees*
  - *Provider Financial Information*
  - *Litigation*
- *FORM D: General Certifications*
- *FORM E: Exceptions*
- *FORM F: Conflict of Interest Instructions and Questionnaire (Form CIQ)*
- *FORM G: SB 9 Contractor Certification: Contractor Employee's and Subcontractors*
- *FORM H: IRS Form W-9*
- *FORM I: 1295 Form – **Do not file with Texas Ethics Commission or include in proposal submittal unless requested by AISD at a later date.***
- *FORM J: Certificate of Insurance (Acord Form) shall be included with proposal submittal.*

**FORM A: EXECUTION OF OFFER**  
**AFTER SCHOOL CARE & ENRICHMENT SERVICE PROGRAM PROVIDER(S) #019, 18-19**

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms, and conditions of the RFP and Contract and certifies:

1. It is a reputable company regularly engaged in providing services necessary to meet the requirements, specifications, terms, and conditions of the RFP and Contract.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of the RFP and the Contract. Further, if awarded, Proposer agrees to perform the requirements, specifications, terms, and conditions of the RFP and Contract.
3. All statements, information, and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Proposer acknowledges that AISD will rely on such statements, information, and representations in selecting the successful proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its Proposal.
6. Submission of Proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by AISD as part of the evaluation.
7. That all of the requirements of the RFP and Contract have been read and understood. In addition, AISD will assume Proposer's compliance with all requirements, terms, and conditions if not otherwise noted in Exception Form.
8. The individual signing below has authority to enter into the Execution of Offer on behalf of Vendor. Proposals received without the manual signature below will not be considered.
9. Proposer acknowledges that the Contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by AISD, in its sole discretion.

Vendor Name:
--------------

Authorized Signature:	Date:
Print Name:	Title:
Address	City, State, Zip Code
Phone:	Fax:
Email:	Web-Site:

Please check below as applicable:    Addendum Received <input type="checkbox"/> 1, <input type="checkbox"/> 2, <input type="checkbox"/> 3, <input type="checkbox"/> 4, <input type="checkbox"/> 5
---

This section to be completed by AISD:

Contract Number: \_\_\_\_\_ Term of contract: \_\_\_\_\_ to \_\_\_\_\_.

Date Approved by AISD: \_\_\_\_\_

**FORM B: VENDOR INFORMATION**

**This questionnaire is required. See AISD Policy CHE (Local).**

LEGAL NAME OF VENDOR: \_\_\_\_\_

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: \_\_\_\_\_

VENDOR MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

VENDOR STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON'S NAME: \_\_\_\_\_

CONTACT PERSON'S TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON'S E-MAIL ADDRESS: \_\_\_\_\_

1. TYPE OF BUSINESS ENTITY:  PUBLICLY TRADED CORPORATION  PRIVATE CORPORATION  LIMITED PARTNERSHIP  
 PARTNERSHIP  SOLE PROPRIETORSHIP  NOT FOR PROFIT ENTITY

2. NUMBER OF FULL TIME EMPLOYEES: \_\_\_\_\_ NUMBER OF PART TIME EMPLOYEES: \_\_\_\_\_

3. IS VENDOR A RESIDENT BIDDER?  YES  NO  
*A RESIDENT BIDDER REFERS TO A PERSON WHOSE PRINCIPAL PLACE OF BUSINESS IS IN THE STATE OF TEXAS, INCLUDING A VENDOR WHOSE ULTIMATE PARENT COMPANY OR MAJORITY OWNER HAS ITS PRINCIPAL PLACE OF BUSINESS IN THIS STATE.*

4. CITY AND STATE OF VENDOR'S PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_  
*IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS?  YES  NO*  
*IF YES, WHAT PERCENTAGE: \_\_\_\_\_ %*

5. NUMBER OF YEARS VENDOR HAS BEEN IN CONTINUOUS OPERATION: \_\_\_\_\_

6. NUMBER OF YEARS VENDOR HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME: \_\_\_\_\_

7. HAS VENDOR CONDUCTED BUSINESS WITH THE DISTRICT UNDER ANOTHER NAME?  YES  NO  
*IF YES, PROVIDE OTHER NAME(S): \_\_\_\_\_*  
\_\_\_\_\_

8. NUMBER OF YEARS DOING BUSINESS WITH AISD: \_\_\_\_\_

9. DOES VENDOR HAVE A PARENT COMPANY OR SUBSIDIARY THAT CURRENTLY CONDUCTS OR THAT HAS PREVIOUSLY CONDUCTED BUSINESS WITH THE DISTRICT?  YES  NO  
*IF YES, NAME OF PARENT COMPANY AND/OR SUBSIDIARY: \_\_\_\_\_*

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10. DO YOU HAVE EXPERIENCE WITH OTHER SCHOOL DISTRICTS?  YES  NO

IF YES, NAMES OF SCHOOL DISTRICTS: \_\_\_\_\_

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11. DOES VENDOR HAVE ANY OWNERS, PRINCIPAL SHAREHOLDERS OR STOCKHOLDERS, OFFICERS, AGENTS, SALESPEOPLE OR KEY EMPLOYEES WHO HAVE BEEN MEMBERS OF THE AISD BOARD OF EDUCATION DURING THE LAST 5 YEARS?  YES  NO

IF YES, NAME(S) AND TITLE(S): \_\_\_\_\_

12. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR AISD?  YES  NO

13. DOES VENDOR HAVE ANY OWNERS, PRINCIPAL SHAREHOLDERS OR STOCKHOLDERS, OFFICERS, AGENTS, SALESPEOPLE OR KEY EMPLOYEES WHO ARE DISTRICT EMPLOYEES OR WHO ARE MEMBERS OF A DISTRICT EMPLOYEE'S IMMEDIATE FAMILY WHO EITHER WORK OR WHO MAY POTENTIALLY WORK ON THIS CONTRACT WITH THE DISTRICT?  YES  NO

IF YES, NAME(S) AND TITLE(S): \_\_\_\_\_

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14. NAMES OF AUTHORIZED AGENTS, INCLUDING ANY PERSON OR ENTITY AUTHORIZED TO 'ACT WITH' OR 'ACT ON YOUR BEHALF,' SUCH AS CONSULTANTS, SUB-CONTRACTORS, RE-SELLERS, LOBBYISTS, CONFIDANTS, ETC., WHETHER COMPENSATED OR NOT COMPENSATED:

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15. AISD CAN ONLY DO BUSINESS WITH EQUAL OPPORTUNITY EMPLOYERS.

DO YOU ADVERTISE AS AN EQUAL OPPORTUNITY EMPLOYER?  YES  NO

DO YOU HAVE A WRITTEN NON-DISCRIMINATORY POLICY OF EMPLOYMENT?  YES  NO

HAS THIS POLICY BEEN CIRCULATED THROUGHOUT YOUR ORGANIZATION?  YES  NO

PERSON TO CONTACT REGARDING EQUAL OPPORTUNITY INFORMATION ISSUES:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

I ATTEST THAT I HAVE ANSWERED THE QUESTIONS REGARDING VENDOR INFORMATION TRUTHFULLY AND TO THE BEST OF MY KNOWLEDGE.

---

OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE



## FORM C: VENDOR REQUIREMENTS

Proposers must complete the following information. This information must be arranged in the same order and with the same headings.

### QUALIFICATIONS AND EXPERIENCE:

- Describe the organization's background, years in business, qualifications (including any required State licenses/permits and certifications), and experience in providing care to school-age children (Pre-kindergarten to fifth grade).
- State your Program mission and philosophy regarding the purpose of after school care and enrichment services program.

### PROGRAM DETAILS. PROPOSERS TO DESCRIBE THE PROGRAM BEING PROPOSED, INCLUDING:

- A statement indicating whether the proposed Program includes after school care and enrichment services.
- A detailed and comprehensive description of the elements of the proposed Program, including a detailed description of the After School Care and Enrichment Services components of the Program.
- A detailed explanation of any minimum requirements (e.g. Minimum enrollment, etc.) that would have to be considered by the District for the implementation and operation of the proposed Program at any of the AISD Elementary Schools. If none, please indicate so.
- Describe a typical day/month schedule of activities. Please include the following:
  - Differentiated activities
  - Interactions between age groups
  - Behavior management plan
  - Meal/snacks and food allergies
  - Incorporation of free time play vs. structured activities including homework and/or tutoring
- Affirmation to being able to provide the proposed Program in accordance with the Scope of Work contained in Section 7 of this Solicitation.
- Confirmation that the proposed Program meets the Program Requirements as referenced in Section 7.4 of the Scope of Work referenced in this Solicitation.

### STAFF CREDENTIALS AND EXPERIENCE:

- Provide a full profile of all organization principals (i.e. Owner, Chief Executive Officer, Chief Finance Officer, etc.), including years of related experience in the child care services industry, and years of tenure at the organization.
- Provide a full profile, including full qualifications and experience, of the Program Director(s) who would be responsible for leading and overseeing the implementation and operation of the Program at AISD. Be sure to describe the specific roles and responsibilities each person would have over the term of this contract.
- Describe how you locate, train, and monitor the staff that would operate the Program. Include job descriptions for all positions that would be required to operate the proposed Program.
- Describe the qualifications that your staff is required to have. Include educational level, experience with children, first aid certification, etc.
- Describe your policy for checking the validity of employment applications and the methods you use to complete a criminal records check.

### PROGRAM POLICIES & PROCEDURES:

- Describe how you communicate with parents and describe the procedure for handling complaints.
- Describe your ability to accommodate children with special academic, physical, emotional, and medical needs.
- Describe your policy for children that are ill or become ill in your care.
- Describe your plan for handling emergencies.
- Describe how you keep track of which children are to be in the Program on any given day. Detail your check-in and check-out procedures and explain what will be done when a child does not arrive at a scheduled time.
- Describe your policy for situations when a parent/guardian picks up a child earlier or later than the scheduled time. What are your safety procedures on unauthorized person pick-up?
- Submit an electronic copy (in PDF format) of your parent's handbooks, and Policies and Procedures Manual.

## GENERAL PROGRAM INFORMATION

- Describe what other benefits, products, and/or services your organization or proposed Program could provide the District.
- Summarize what you believe to be the major strengths of your proposed Program.
- Include a minimum of three (3) current client references, preferably Texas public school districts. Include a contact name, phone number, email address and description of services provided.
  
- **PROGRAM FEES:** Describe the proposed fee structure for your Program and state your fees. Include the following information:
  - Registration fees
  - How fees will be charged (hourly, daily, weekly, other)
  - Services included in the fee
  - Any supplemental costs (e.g. materials, etc.) – if applicable
  - Is part-time enrollment or occasional services available? If so, please explain
  - Is there a discount based on the number of children enrolled in the Program?
  - Is there a discount for multiple children from one family? If so, please explain.
  - Does your Proposal provide for discounts to District employees whose children enroll in the Program? If so, please explain.
  - Are you able to provide a Sliding Fee Schedule based on household income? If so, please provide the Sliding Fee Schedule and income requirements.
  - Does your Proposal include a revenue sharing component with the District based on enrollment fees or other method? If so, please explain.
  - Do you accept any federal and/or state subsidy programs which may be available to assist low income families afford the enrollment fees? If so, please explain.
  
- **PROVIDER FINANCIAL INFORMATION:** Proposers must include a statement affirming their financial strength and ability to implement and operate the proposed Program. Proposals must include the following financial information, at minimum:
  - Earnings Before Interest & Taxes
  - Total Assets
  - Net Sales
  - Market Value of Equity (Common & Preferred Stock)
  - Total Liabilities
  - Current Assets
  - Current Liabilities
  - Retained Earnings
  
- **LITIGATION:** Proposers must include a statement and detailed description of any litigation, administrative and/or regulatory action that has been filed against your organization(s), or in which you were in any way involved in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation, administrative and/or regulatory action has been filed against your organization(s), provide a statement to that effect.

## FORM D: GENERAL CERTIFICATION FORMS

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### CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

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As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following: I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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### CERTIFICATION OF AUTHORIZATION, PERMITS, AND BUSINESS CERTIFICATES REQUIREMENT

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For the duration of the Contract, Vendor must have and maintain current licenses, permits, fees, business certificates and similar authorizations required by the City of Abilene, Taylor County, and the State of Texas to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Vendor shall provide copies of all licenses, business certificates permits and fees as being paid and current that are required to do business by the city, county and State for the type of business Vendor provides, or seeks to provide, to the District.

Vendor understands and agrees to abide by the Authorization, Permits, and Business Certificates Requirement above. Vendor certifies that it has all current licenses, certificates, similar authorizations required by the City of Abilene, Taylor County, and the State of Texas to conduct business and/or provide awarded goods and/or services to the District.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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### CERTIFICATION OF ANTITRUST CERTIFICATION STATEMENT –Texas Government Code Section 2155.005

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My initials below affirms under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Proposal/Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) listed below;
2. In connection with this proposal, neither I nor any representative of Vendor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Vendor have violated any federal antitrust law; and
4. Neither I nor any representative of Vendor have directly or indirectly communicated any of the contents of this proposal to a competitor of Vendor or any other company, corporation, firm, partnership or individual engaged in the same line of business as Vendor.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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### CERTIFICATION OF FELONY CONVICTION NOTIFICATION

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Pursuant to section 44.034 of the Texas Education Code, a person or business entity entering into a contract and/or agreement with AISD must give advance notice to AISD if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduction resulting in the conviction of a felony. AISD may terminate a contract with a person of business entity if AISD determines that the person or the business entity failed to give notice as required by section 44.034 or misrepresented the conduct resulting in the conviction. In such a case, AISD will compensate the person or business entity for services performed before the termination of the contract.

---THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD-CORPORATION ---

Please check the following as applicable:

- Vendor is a publicly held corporation; therefore the above reporting requirement does not apply.
- Vendor is not owned nor operated by anyone who has been convicted of a felony.
- Vendor is operated or owned by the following individual(s) who has/have been convicted of a felony:

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

Detail of conviction(s), attach additional pages if necessary. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### CERTIFICATION OF INSURANCE REQUIREMENT

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I, the undersigned Vendor, do hereby certify that I shall maintain all insurance policies required by and in accordance with the insurance section(s) of this RFP. I further understand and agree that I must make the certificates of insurance and insurance policies available to AISD upon request.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### CERTIFICATION OF NON-COLLUSION STATEMENT

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I, the undersigned Vendor, do hereby certify that:

- a) All statements of fact in such proposal are true.
- b) Such Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c) Such Proposal is genuine and not collusive or sham.
- d) Vendor has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement.
- e) Vendor did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f) Vendor did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g) Vendor did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.
- h) Vendor did not provide, directly or indirectly to any officer or employee of the District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i) No officer or principal of the undersigned Vendor is related to any officer or employee of the District by blood or marriage within the third degree or is employed, either full or part time, by the District either currently or within the last two (2) years.
- j) No officer or principal of the undersigned Vendor nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.
- k) I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

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Pursuant to Sections 2252.151-154 of the Texas Government Code, the 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 under federal law.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION REGARDING BOYCOTTING OF ISRAEL**

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Pursuant to Sections 2270.001-.002, 808.001-.006, .051-.057, .101-.102 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 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.

\_\_\_\_\_ **Initials of Authorized Representative of Vendor**

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**CERTIFICATION REGARDING AISD SAFETY AND PROTECTION PROGRAM**

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The Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

- (a) Vendor, its employees, agents and Subcontractors shall not perform any service for Owner while under the influence of alcohol or controlled substance. Vendor, its employees, agents and Subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Vendor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.
- (b) Vendor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use or possession.
- (c) Vendor, its employees, agents and Subcontractors shall not use, possess or sell tobacco products on AISD premises. This includes E-cigarettes.
- (d) Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has permit for a concealed weapon or not.
- (e) Vendor, its employees, agents and Subcontractors shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
- (f) Vendor, its employees, agents and Subcontractors shall conform with all rules and regulations of boards and bodies having jurisdiction with respect to sanitation.

\_\_\_\_\_ **Initials of Authorized Representative of Vendor**

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

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

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

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

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

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

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



**FORM F: CONFLICT OF INTEREST INSTRUCTION AND**  
**QUESTIONNAIRE (FORM CIQ)**

**I. CONFLICT OF INTEREST STATEMENT**

AISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers as well as the conflict of interest standards set forth in EDGAR, 2 C.F.R. § 200.318 when AISD expends federal funds. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. AISD local government officers must disclose conflicts of interest by completing Form CIS, Local Government Officer Conflicts Disclosure Statement.

**II. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) INSTRUCTIONS**

AISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. H.B. 23 significantly changed the laws relating to Conflict of Interest Disclosures as well as the corresponding forms and required disclosures. As of September 1, 2015, Vendor must sign and complete the new Conflict of Interest Questionnaire (CIQ) and submit the CIQ with its proposal.

In accordance with Chapter 176 of the Texas Local Government Code, any vendor who does business with AISD or who seeks to do business with AISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of AISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor given a local government officer of AISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor a family relationship with a local government officer of AISD.

*“Vendor”* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

*“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. *Texas Local Government Code 176.001(3)*.

*“Local government officer”* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

- *AISD Board of Trustees and Superintendent include:*

Dr. Danny Wheat	Samuel Garcia
Randy Piersall,	Angie Wiley
Cindy Earles	Bill Enriquez
Daryl Zeller	Dr. David Young, Superintendent
  
- *Current local government officers include, but are not limited to:*

Scott McLean	Melissa Irby
Lisa Metcalf	

*“Family relationship”* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.

**VENDOR MUST SIGN AND SUBMIT FORM CIQ EVEN IF NO CONFLICT EXISTS.**

If no conflict exists, Vendor must fill out Box 1 and write N/A in Box 3.

I hereby certify that I have read Form F, Section II, Conflict of Interest Questionnaire (CIQ) Instructions, and I agree and understand that the failure to disclose a conflict of interest and/or the failure to sign and submit Form CIQ, even if no conflict exists, with this proposal may result in disqualification.

Name of Authorized Representative: \_\_\_\_\_

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

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



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
 Date

## FORM G: SB 9 Contractor Certification: Contractor Employees

**Background:** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to AISD that they have complied and must obtain similar certifications from their subcontractors. *See SB 9 Contractor Certification: Subcontractor attachment.* The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

*Definitions:*

**Covered employees:** Employees of a contractor 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. AISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

**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:** (1) a conviction or other criminal history information designated by AISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for 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).

**Types of Criminal History Record Information:**

- For employees hired by Contractor before January 1, 2008—Any law enforcement or criminal justice agency;
- For employees hired by Contractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

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On behalf of \_\_\_\_\_ ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Abilene Independent School District ("AISD") that [checkone]:

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

Or

- Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Contractor 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 receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify AISD in writing within 3 business days.
  - (3) Upon request, Contractor will provide AISD with the name and any other requested information of covered employees so that AISD may obtain criminal history record information on the covered employees.

If AISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at AISD.

I also certify to AISD on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SB 9 Contractor Certification:  
Subcontractor  
(As applicable)**

**Background:** Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to AISD and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

*Definitions:*

**Covered employees:** Employees of a 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. AISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

**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:** (1) a conviction or other criminal history information designated by AISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for 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).

Subcontractor has entered into a contract with \_\_\_\_\_ ("Contractor"), to provide services in

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connection with the contract between Abilene Independent School District ("AISD") and Contractor. I, the authorized signatory for Subcontractor, certify to AISD and Contractor that [checkone]:

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

*Or*

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

- (1) 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 Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify AISD in writing within 3 business days.
- (3) Upon request, Subcontractor will provide AISD with the name and any other requested information of covered employees so that AISD may obtain criminal history record information on the covered employees.

If AISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at AISD.

I also certify to AISD and Contractor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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Signature

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Title

---

Date

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: Individual/sole proprietor      C Corporation      S Corporation      Partnership      Trust/estate  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions):  Exempt payee code (if any)  Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-			-	

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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 on page 3.

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

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

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## FORM I: AISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be completed **if required, upon request by AISD** (filled out electronically with the Texas Ethics Commission's online filing application, print, sign, and submit to AISD). Vendors must follow the directions provided specifically listed on the Texas Ethics Commission web-site.

***Do not file with Texas Ethics Commission or include in proposal submittal unless requested by AISD at a later date. This is included to provide the necessary notice.***

*This disclosure form only applies to a contract that:*

1. *requires an action of vote by the Board of Trustees; or*
2. *has a value of at least \$1 million.*

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

*"Interested Party"* means a person:

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

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

The Disclosure of Interested Parties does not apply to:

1. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
2. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
3. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

**As a "business entity," Vendors that are required to submit this form must electronically complete, print, sign, and submit Form 1295 upon request by AISD and prior to the contract being signed.**

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent.

The completed Form 1295 with the certification of filing must be filed with AISD upon request by AISD and prior to contract award.

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



**FORM J: CERTIFICATE OF INSURANCE (ACORD FORM)**

**Please include the Certificate of Insurance (Acord Form) with proposal submittal.**