TYLER ISD

SUCCESSFUL STUDENT OUTCOMES

REQUEST FOR PROPOSAL

Catalog Contract for Professional Development and Program Consultants

Proposal #250501

Issue Date: 5/5/2025

Questions Deadline: 1/1/2028 2:00 PM (CT)

Response Deadline: 3/1/2028 2:00 PM (CT)

REQUEST FOR PROPOSAL

Catalog Contract for Professional Development and Program Consultants

Number:	250501
Title:	Catalog Contract for Professional Development and Program Consultants
Type:	Request for Proposal – Informal
Issue Date:	5/5/2025
Question Deadline:	1/1/2028 2:00 PM (CT)
Response Deadline:	3/1/2028 2:00 PM (CT)

Tyler ISD is accepting bid responses for Professional Development and Program Consultants in accordance with the instructions, specifications, terms and conditions contained in this Solicitation. Tyler ISD reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

Awards will be made to multiple vendors on an incremental basis during the solicitation period offered. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received or on a periodic basis, they will be opened, evaluated, and either accepted or rejected by the district, based on the criteria outlined within this solicitation. Awards will be made throughout the open period of this solicitation and will be made upon acceptance of a proposal response. Applicants will then be notified of the district's decision.

Email requests for documents to rfp@tylerisd.org.

District Contact Information:
Tyler ISD Purchasing Department
Attn: Chelsi Drosche
P.O. Box 2035 Tyler, TX 75710
PH: 903-262-1010
Email: rfp@tylerisd.org

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Tyler ISD Vision Statement

Tyler ISD will focus on successful student outcomes.

Tyler ISD Core Beliefs

- **All children can learn.**
  It is the District's responsibility to ensure each student will reach his or her highest academic potential, graduate high school prepared for higher education and/or workforce in the global market while closing the achievement gap.
- **All students deserve a safe and healthy learning environment.**
  It is the District's responsibility to provide a safe, healthy learning environment designed to attract, engage and retain the students' attention.
- **Quality teachers and staff are the key to academic excellence.**
  It is the District's responsibility to establish academic excellence by hiring, training and retaining quality teachers and staff.
- **Schools and communities have an enormous impact on students' lives.**
  It is the District's responsibility to collaborate with the community to achieve and sustain excellence in the education of District students.
- **Effective and responsible utilization of the community's resources is fundamental in educating children.**
  It is the District's responsibility to allocate District resources to meet the needs of all students while maintaining the highest level of fiscal responsibility, efficacy and integrity.

SECTION 1 – INSTRUCTIONS

1. **PROPOSAL SUBMISSION** – To be considered, the proposal must be prepared in the manner and detail specified in this proposal.

   A. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.

   B. One electronic copy shall be emailed to the Purchasing Department (rfp@tylerisd.org) no later than 2:00 pm on March 1, 2028. The emailed proposal must be clearly identified as Proposal #250501 – Professional Development and Program Consultants. Proposals will not be read aloud at the time of opening. The Purchasing Department will evaluate proposals as received or on a periodic basis. Applicants will be notified of the district’s decision.

   C. Tyler ISD will not be bound to accept the lowest or any Proposal and reserves the right to accept or reject in whole or in part, any and all Proposals, to negotiate portions thereof, and to waive any informality.

   D. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Issuance of the RFP does not commit Tyler ISD, in any way, to pay any costs in the preparation and submission of the proposal. Nor does the issuance of the RFP obligate Tyler ISD to award, enter into an agreement, or purchase any good or services stated in the RFP.

   E. Any Proposals submitted in response to this Request for Proposal will become irrevocable upon the closing time and remain open for acceptance for one hundred twenty (120) days from the closing date whether or not another RFP has been accepted.

   F. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document unless you have specifically, by Section number, raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. Please provide details of any non-compliance with stated conditions on the deviation summary section provided on Form D – Deviation/Compliance Signature. If no changes are indicated, the District shall expect to receive the service(s) exactly as specified.

   G. A Vendor's signature on the response to this RFP and the district's acceptance of that Proposal should constitute an adequate set of terms and conditions for the performance of the required services. However, if a vendor expects the district to sign a separate service agreement, a copy of that document must be provided along with RFP response for evaluation.

H. The Solicitation Forms provided must be used. Failure to follow these instructions may cause a Proposal to be determined as non-responsive and the Proposal rejected. The above information must be clear and concise.

I. Submittals that address only part of the requirements contained in this solicitation will not be considered.

J. The District reserves the right to select any offer it deems the best value, regardless of price.

2. **RFP CLARIFICATION** – Questions regarding this RFP should be directed to the District Contact. Answers citing the question, but not identifying the contractor, will be distributed simultaneously to all known prospective offerors via email. Oral answers provided by Tyler ISD or its agents shall not be binding. No modification or amendment to this Request for Proposal shall be valid unless it is set forth in writing -- via a signed addendum / amendment from the District Purchasing Office. To ensure equal treatment of all participating Offerors, the name listed below as the District Contract is the only designated representative for this RFP. Offerors, who contact any other District employee or representative of Tyler ISD regarding the subject of this RFP, are subject to disqualification from this RFP.

3. **BIDDER RESPONSIBILITY** – Tyler ISD expects you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a vendor, from any obligation regarding this RFP.

4. **COMPLETENESS** – Proposal shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.

5. **FALSE/MISLEADING STATEMENTS** - Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.

6. **DISTICT CONTACT** - To send Proposal, questions, and all other correspondence concerning the RFP, please contact Chelsi Drosche.

   Chelsi Drosche, Director of Purchasing and Risk Management
   P.O. Box 2035 Tyler, TX 75710
   PH: 903-262-1010
   Email: rfp@tylerisd.org

SECTION 2 – SCOPE OF WORK

1. **OVERVIEW** – Tyler ISD invites qualified vendors to submit responses based on the evaluation criteria listed below. The intent of this request is to establish a list of pre-qualified vendors that can best provide professional development and program consultants upon the request of a campus and/or department**.** This includes:

   - Professional/staff development
   - Consultants for band/orchestra, cheer, drill team, and theater
   - Other Services deemed appropriate for this request

2. **CONTRACT PERIOD/TERM** - The term of the contract shall be from Date of Award through April 30, 2028, with no options to extend.

3. **PRICING** – Pricing shall be negotiated to each specific event. Respondents are encouraged to attach pricing information with their response.

4. **AWARD** - Awards will be made to multiple vendors on an incremental basis during the solicitation period offered. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received or on a periodic basis, they will be opened, evaluated, and either accepted or rejected by the district, based on the criteria outlined within this solicitation. Awards will be made throughout the open period of this solicitation and will be made upon acceptance of a proposal response. Applicants will then be notified of the district's decision.

5. **TIMELINE** -

Advertisement in Local Paper	May 9 and 16, 2025
Questions Deadline	January 1, 2028
Response Deadline	March 1, 2028

6. **EVALUATION OF PROPOSAL** – Proposals will be evaluated on:

Price	30
Quality of Vendor's goods and services	20
Extent to which the services meet the District's needs and approach of the Vendor	20
Vendor's qualification and experience	15
Past experience with the District	10
References	5
TOTAL	**100**

SECTION 3 – GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY** - These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith. Any resulting contract shall include this Solicitation, Proposal received, and Contract Agreement as negotiated.

2. **TAX EXEMPT STATUS** - The Tyler Independent School District is exempt from Federal Excise Tax. Do not include tax in RFP prices. Tax exemption certificate will be furnished upon request.

3. **DISCLOSURES** - By signing this Proposal, a Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the Proposal submitted.

4. **ASSIGNMENTS AND SUBCONTRACTING** - No part of this agreement may be assigned or subcontracted without the prior written consent of Tyler ISD's Director of Purchasing or designee. Payment can only be made to the Contractor named in this agreement.

5. **PUBLIC RECORD** - All Proposals become the property of the District. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Offeror acknowledges it may be required to brief the State office of the Attorney General why any part of their proposal is exempted from the Texas Public Information Act. Pricing and service elements of the successful bid will not be considered proprietary information.

6. **FEDERAL COMPLIANCE GUIDELINES FOR THE USE OF FEDERAL FUNDS** – The District has elected to solicit this invitation to respond under the requirements set forth by *the Code of Federal Regulations (CFR) Title 2 Grants and Agreements*, Part 200 *Uniform Administrative Requirements*, *Cost Principles*, and *Audit Requirement of Federal Awards* (2 CFR 200). As such, the Tyler ISD Purchasing Department requires district staff using federal funds for purchases made from vendors awarded to this contract to obtain an adequate number of quotes in order to meet the requirements of the 2 CFR Part 200. The Tyler ISD Purchasing Department and District staff members reserve right to obtain quotes, negotiate pricing, and purchasing from the vendor providing the quote deemed to be in the best interest of the District.

7. **INTERLOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS**
   A. *Membership*. Tyler ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA). CTPA is an alliance of over 210 school districts in Texas representing over 1.5 million students, sharing information, services, and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Governmental Code through interlocal agreements.
   B. *Adoption of Awarded Contracts*. In support of this collaborative effort, all awards made by Tyler ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
   C. *Adopted Contract Management*. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. If a member district chooses to utilize this solicitation and subsequent contract, contracts will be awarded individually by those districts.

8. **CHANGES** - This Contract shall not be modified, altered, or changed except by mutual consent confirmed in writing by an authorized representative of each party to this Contract. The Director of Purchasing or designee shall administer this contract on behalf of the District. The Vendor agrees to waive all claims for adjustment in regard to any services performed without prior receipt of an appropriate written Change Order. The Tyler ISD Purchasing department shall review, approve and process all changes.

9. **TERMINATION** - Any resulting contract may be terminated by the District at any time with or without cause and without penalty to the District. In the event of termination by the District prior to completion of the contract, compensation shall be prorated on the services actually performed, and the Vendor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.

10. **CANCELLATION** - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

11. **DISMISSAL OF UNSATISFACTORY EMPLOYEES** - If any person employed by the Bidder or any subcontractor fails or refuses to carry out the directions of the District representative, or is, in the opinion of the District representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if

otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the District representative.

12. **NOTICE** - Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) five (5) days after it is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses of the parties are:

If to the District:	If to the Vendor:
Tyler ISD	__________________________
Director of Purchasing and Risk Management	__________________________
P.O. Box 2035	__________________________
Tyler, TX 75710	__________________________

13. **CRIMINAL BACKGROUND CHECK** - All Vendors, who have a **contract for services**, have **continuing duties** related to the contract and have **direct contact** with students must certify to the district that it has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing the services for the District. This is an all or nothing test. If all three criteria are met then the criminal history review is mandatory. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. The Vendor selected may also be required to provide a list of personnel who will be assigned to do the work. When requested this information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due to employee turnover.

a. The District reserves the right to review the personal background and conduct security clearances on the Vendor's assigned personnel. The Vendor shall certify that all employees assigned to work under the contract have successfully passed a criminal background check, prior to assignment. The Vendor shall cooperate with the District authorities and shall comply with all regulations in effect during the contract period.

b. Upon the request of the District, the successful bidder maybe required to provide the names of all persons who may be assigned to do the work on the contract for the purpose of completing a criminal background check. The following information shall be provided with each name to the District: date of birth, Texas driver's license number, and current address.

c. Any person or persons not acceptable to the District shall be prohibited from working on the contract. The contract may not be awarded if the Vendor will be unable to perform the work with the number of persons acceptable to the District.

14. **ORDERING** - It is important that each Vendor understand the following information:
    A. All purchases made by the District will be made via Tyler ISD purchase order.
    B. Vendor will not provide goods/services absent a bona fide, signed purchase order.
    C. Vendor will not provide goods/services exceeding the quantities contained on the purchase order.
    D. The District will only pay invoices which match the purchase order description, quantity, and price.

15. **DELIVERY REQUIREMENTS** - It is important that each supplier understand the following information:
    A. Direct delivery may involve various locations within the District.
    B. The District expressly reserves all rights under law, including but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery and to reject defective or non-conforming deliverables.
    C. Hours of Delivery – Deliveries shall be made during normal working hours listed below for the departments of the District.
        - All Schools: Delivery times shall be 8:00 AM to 3:00 PM CT during normal School Days.
        - Other Facilities: Delivery times shall be 8:00 AM to 4:30 PM CT on normal District Business Days.

16. **TERMS OF PAYMENT:** Terms of payment to the successful Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. **NO PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING A TYLER ISD PURCHASE ORDER NUMBER.**

    Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded. Invoice(s) must be emailed to accountspayable@tylerisd.org.

    The following items must be included on your invoice:
    - Company Name and Name of Contract
    - Remit Address
    - Invoice Number
    - Invoice Date
    - Purchase Order Number

- Ship to Information
- Details of items shipped and/or services rendered
- Total amount due

17. **REIMBURSABLE COSTS** - If the Vendor requires reimbursement for costs (e.g. air travel, lodging, per diem, handouts, and all other District authorized expenses) associated with the services provided, the Vendor must identify this requirement within their response. For contracts requiring reimbursement, receipts are required and the District will only pay the actual costs incurred by the Vendor.

18. **ASSIGNMENT** - The successful Proposer may not assign its rights and duties under an award without the written consent of the Tyler ISD. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

19. **GRATUITIES**: The District may, by written notice to the Vendor, cancel this RFP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the Tyler Independent School District with a view toward securing a RFP or securing favorable treatment with respect to the awarding, or amending, or the making of any determinations with respect to the performing of such an agreement.

20. **GOVERNING LAW AND JURISDICTION** - The laws of the State of Texas, without regard to its provisions of laws, govern this Contract. Any dispute under this Contract involving Tyler ISD must be brought exclusively in the state and federal courts of Smith County, Texas and the parties hereby submit to the exclusive jurisdiction of said courts.

21. **FORCE MAJEURE** - Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions

of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

22. **INDEMNIFICATION AND HOLD HARMLESS:** Vendor shall indemnify and hold harmless Tyler ISD and its Board of Trustees, officers, agents, employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to, all expenses of litigation, court cost, penalties, and reasonable attorney's fees Tyler ISD incurs defending any action, suit, or claim form any source whatsoever and any of any kind or nature arising directly or indirectly on the part of vendor, its agents, servants, employees, contractors, and supplies, out of the operation under this agreement.

23. **PERFORMANCE OF SERVICES:**
    - Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed purchase order and shall thereafter be made if, as, and when required and ordered by the District.
    - Performance shall be at the location identified in each order.
    - The scope of this RFP and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
    - Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.
    - Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.
    - All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type RFP.
    - If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District’s discretion, lead to termination of any resulting award.
    - Failure of Vendor to fully comply with the terms and provisions of this RFP shall constitute grounds for declaring the Vendor in default.
    - Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District’s right to request replacement of defective material.

24. **WARRANTY INFORMATION:**

- Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.
- Warranty – Price: The priced to be paid by the District shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.
- Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

25. **DEFINITIONS**

Tyler ISD intends to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document

a. "Proponent" "Vendor" "Bidder" "Offeror" means responder to the Request for Proposal and the individual, partnership, and sole proprietorship or Corporation executing the Contract and shall include any agent, employee, officer, director, supplier or sub-contractor of the Vendor pursuant to the Contract.
b. "Tyler ISD" "Tyler Independent School District", "District", the Board of Trustees, its students, employees and agents.
c. *"*Solicitation*",* used to describe a Request for Proposal, Request for Competitive Sealed Proposal, Request for Bids or other solicitation document.
d. "PO" or "Purchase Order" "Agreement" "Contract" means a document that will be issued by the Tyler Independent School District to formalize the agreement with the successful Proponent.
e. "Shall" "must" "will" "mandatory" means a requirement that must be met for the submission to receive consideration.
f. "Service", "Services", "Work" shall mean the products/services supplied to Tyler Independent School District in accordance with the specifications, terms and conditions stated in this Request for Proposal.
g. "Supplier" - A business entity engaged in the business of providing contract supplies/services.
h. "Bidder" - A business entity submitting a Response to this RFP. Suppliers which may

express interest in this RFP, but which do not submit a Response, have no obligations with respect to the bid requirements.

i. "Contractor's Employee" - All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, etc.).
j. "Response" - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on TYLER ISD or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

SECTION 4 – REQUIRED FORMS

The following forms are included and to be filled out and returned:

1. Form A – RFP Response Form
2. Form B – Vendor Information Form and W-9
3. Form C – Conflict of Interest Questionnaire
4. Form D – Deviation/Compliance Signature
5. Form E – EDGAR Vendor Certification Form
6. Form F – References

NOTE: Vendors should include their own pricing form with the submission.

FORM A

RFP RESPONSE FORM

The undersigned, in submitting this RFP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFP; and that he/she has read this entire RFP package is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ***all*** sections of this RFP.

SUBMITTED BY:

Firm: ______________________________
(OFFICIAL Firm Name)

By: ______________________________
(Original Signature)

Name ______________________________
(Typed or Printed Name)

Title: ______________________________ ______________________
(Type or Printed Title) (Date)

Address: ______________________________

City/ST/Zip: ______________________________

Phone #: ____________________ Fax #: ____________________

Email: ______________________________

Taxpayer Identification #: ____________________ ***NOTE: Submit copy of Proposer's current W-9 Form***

Prompt Payment Discount: __________ % ____ Days

FORM B

TYLER ISD
SUCCESSFUL STUDENT OUTCOMES
1319 Earl Campbell Parkway, Tyler, Texas 75701
PO Box 2035, 75701

Vendor Information Form

Attention Vendors: Please complete this form *in addition to* the W-9.

Remit To Information:

Payee:____

Address: ____

Contact Name: ____

Email: ____

Phone Number:__________________________Fax Number:___________________________

Do you accept Purchase Orders: Yes _____ No_____

Order From Info (***if different from W-9 or Remit To Information***):

Address: ____

____

Phone Number:__________________________Fax Number:___________________________

Payments will be in the form of paper check

Required Co-op Memberships: (check or list memberships)

Region VII____ BuyBoard ____ Tips/Taps____ Omnia ____ TXMAS____

Region 19____ Choice Partners ____US Communities _____ Other_____________

Contract # ________________

Required Questions - please answer below:

Y / N – Is your firm owned or operated by anyone who has been convicted of a felony?

Y / N – Are you aware of any business / family relationships you have with Tyler ISD or one of its officers?

If yes, describe the relationship and list the individual about whom the information is being disclosed.____

If no, once you become aware of the facts that require Form CIQ to be filed, the law requires you to complete or update Form CIQ with the records administrator of the local government entity not later than the 7th business day after the facts are known. See Section 176.006(a-1), Local Government Code.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

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

Purpose of Form

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

______________________________ ______________

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

FORM D

DEVIATION/COMPLIANCE SIGNATURE FORM

Company Name: ______________________________

Address: ______________________________

City/State/Zip: ______________________________

Phone Number: ____________________ Fax #: ____________________

Email: ______________________________

If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFP award decisions, and the District reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this RFP document.

☐ No Deviation

☐ Yes Deviations

______________________________	______________________________
Signature of Proposer	***Date Signed***

If yes is checked, please list below. Attach additional sheet(s) if needed.

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When the District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements when purchasing using federal grant funds.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. A "NO" response to any of the items may, if applicable, impact the ability of for the District to purchase from the Vendor using federal funds.

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1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to such Tyler ISD General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the Tyler ISD Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

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2. Termination for Cause or Convenience:

For any purchase or contract in excess of $50,000 made using federal funds, you agree that the following term and condition shall apply:

The District may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the District shall only be required to pay Vendor for goods or services delivered to the District prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the District has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a District purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the District's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the District's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all District purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any District purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all District prime construction contracts/ purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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5. Contract Work Hours and Safety Standards Act:

Where applicable, for all District contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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6. Right to Inventions Made Under a Contract or Agreement:

If Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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10. Procurement of Recovered Materials:
Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as needed by the District to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

____
Company Name

____
Signature of Authorized Company Official

____
Printed Name

FORM F

REFERENCES

1. Company Name: ______________________________

   Address: ______________________________

   ____

   ____

   Business Phone: ______________________ Fax: ______________________

   Contact Person: ______________________ Email: ______________________

   Description of project or work completed: ______________________________

   ____

   ____

2. Company Name: ______________________________

   Address: ______________________________

   ____

   ____

   Business Phone: ______________________ Fax: ______________________

   Contact Person: ______________________ Email: ______________________

   Description of project or work completed: ______________________________

   ____

   ____

3. Company Name: ______________________________

   Address: ______________________________

   ____

   ____

   Business Phone: ______________________ Fax: ______________________

   Contact Person: ______________________ Email: ______________________

   Description of project or work completed: ______________________________

   ____