



HEMPSTEAD

INDEPENDENT SCHOOL DISTRICT

Request for Proposals (RFP) CONTRACTED EDUCATIONAL SERVICES PROPOSAL RFP 2027.01

In the best interest of the District, Hempstead Independent School District ("HISD" or "District") is soliciting competitive proposals (hereafter called "proposal") sealed for CONTRACTED EDUCATIONAL SERVICES. Proposals will be received at the following address on an ongoing basis until 4:00 p.m. on May 31, 2027, for consideration. Submission should include an original signed copy with all necessary backup requested.

Submission Location: Hempstead Independent School District
Attn: CFO
1440 13th Street
P.O. Box 1007
Hempstead, TX 77445

To preserve the integrity of the competitive procurement process, protect against network security risks, and ensure a verifiable audit trail, the District does not accept proposals via email, fax, or other electronic means. Any proposal received outside of a sealed physical envelope or package will be disqualified.

SCOPE OF WORK

Under the guidelines of the Texas School Law, any item(s) or services purchased with regards to a total aggregate in any given category over \$100,000 will be competitively bid. HISD is seeking proposals for CONTRACTED EDUCATIONAL SERVICES. HISD is requesting all proposals be awarded as NON-EXCLUSIVE contracts, by which multiple vendors may be designated as suppliers for the services covered under the terms of the contract for the duration of said contract.

Under the guidance of the Education Department of General Administrative Regulations (EDGAR) and 44.031(a)(2), HISD is requesting a one-year term contract. This is a NON-EXCLUSIVE AWARD, whereby there are no guarantees until Federal Funding is approved.

This Request for Proposal is established as a Continuous Enrollment solicitation to create a Qualified Vendor List. In accordance with TEC § 44.031, the District will accept responses on an ongoing, rolling basis throughout the term of this contract. Proposals will be pulled and evaluated periodically (e.g., quarterly or monthly). Vendors who meet the District's baseline evaluation criteria will be recommended to the Board of Trustees for contract award and added to the Approved Vendor List. This RFP will not be a guarantee of purchase for any goods or services, but to establish you as a Certified Vendor to do business with Hempstead ISD.

HISD is seeking to contract with the respondent offering the best value to the District. In accordance with Texas Education Code Section 44.031 Purchasing Contracts – HISD shall evaluate respondents and award the contract based on the safety, reputation, price, and overall best value criteria permitted by law, including:



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- The purchase price and the reputation of the vendor.
- The quality of the vendor's goods or services and the extent to which they meet the District's needs.
- The vendor's past relationship with the District and its impact on District compliance with laws relating to historically underutilized businesses.
- The total long-term cost to the District to acquire the vendor's goods or services.

Following is the Request for Proposal ("RFP") for Contracted Educational Services between the Hempstead Independent School District ("HISD" or "District") and Contractor/Consultant ("Contractor" or "Consultant") and all related forms and questionnaires that are required for HISD to enter into an agreement with Contractors under the new EDGAR guidelines.

This Agreement and all related forms must be filled out completely and approved prior to services being performed.

SCOPE OF PROPOSAL

The Hempstead Independent School District (HISD) is accepting request for proposals (RFP) for Contracted Educational Services for Hempstead Independent School District. These professional services may include direct services, consultation, advisement, facilitation or presentation of professional development with a focus in any of the following areas:

Orientation and Mobility Services	Behavioral Services
Speech Language Pathology Services	Teaching and Instruction Services
Social Emotional Learning	Leadership & Development Training
Instructional Coaching	Education and Training Consulting
Literacy Services	Strategic Planning Services
Occupational Therapy	School Operation and Management Services
Physical Therapy	Examination and Testing Services
Vision Impairment Services	Other Educational Services
School Psychology Services	Professional Development

The purpose of this RFP is to provide a standard from which to evaluate your proposal as it compares to other vendors and as it pertains to the needs of our school district. The district will award this RFP to multiple respondents, based upon the evaluation of proposals received.

Deadline for Submittal: Responses will be accepted continually through May 31, 2027, by the Chief Financial Officer, P.O. Box 1007, Hempstead, TX 77445. Proposals received after this time and date will not be considered. The District is not responsible for unmarked or improperly marked proposals. The District is not responsible for proposals delivered after the scheduled deadline due to the external or internal mail system. The time and date recorded shall be the official time of receipt. **The District will not accept fax proposals.**



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NOTICE TO CONTRACTORS: Please be advised, HISD has a specific process for validating contracts that must be followed to ensure payment. Please make sure the District representative with whom you are negotiating this contract has complied with all HISD procedures to ensure this contract is properly authorized. Failure to do so may significantly delay payment(s) or invalidate the contract, and no payment shall be made for these services.

Incomplete documents will be returned and will delay processing of the Agreement. All Agreements must be approved and signed by both parties, and have an approved purchase order (PO) in place before services can be rendered and invoices can be submitted to the District for payment.

If you have any questions, please contact Amy Carter, Chief Financial Officer, at 979-826-3304, or via e-mail at cartera@hempsteadisd.org.

CONTRACT TERMS

The initial contract award will extend from date of Board approval through August 31, 2027. At the end of the initial term, the District and the Contractor(s) may agree to renew the contract annually for (2) possible 1-year automatic renewals.

EVALUATION PROCESS

Final evaluation of this proposal will be based on the weighted criteria contained in Texas Education Code 44.031-(b), and listed below.

1. the purchase price/discount	45
2. the reputation of the vendor and of the vendor's goods or services;	15
3. the quality of the vendor's goods or services;	15
4. the extent to which goods or services meet district's needs;	15
5. the vendor's past relationship with the district;	5
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;	0
7. the total long-term cost to the district to acquire the vendor's goods or services;	5
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; and	0

VENDOR SUBMISSION CHECKLIST

Before sealing your proposal envelope, please ensure that all required documents are completely filled out, signed, and included in your physical package. Failure to include any of these forms may result in your proposal being disqualified.

- ☐ **RFP Response Pack Cover Sheet** (Page 6) – Fill out full company details, cooperative memberships, and contact information.
- ☐ **Service Rate / Proposal Pricing Form** (Page 7) – Specify your proposed hourly/daily rates and terms for each service category.
- ☐ **Proposal Response Form** (Page 8) – Must be signed and dated by an authorized company representative to accept all RFP terms.
- ☐ **Respondent's Questionnaire** (Page 9) – Answer all items (1 through 8) completely; attach separate sheets if additional space is required.
- ☐ **References Form** (Page 10) – Provide current contact details for three (3) institutional or school district references from the past 12 months.
- ☐ **Form W-9** (Page 15) – Latest March 2024 revision; provide your Taxpayer Identification Number (TIN/EIN) and signature.
- ☐ **Pre-Employment or Pre-Service Affidavit** (Pages 17–19) – Complete Sections 2 and 3; must be signed under penalty of perjury.
- ☐ **Conflict of Interest Questionnaire (Form CIQ)** (Page 22) – Complete Line Item 1 and enter "N/A" on Line Item 3 if no conflict exists, then sign and date.
- ☐ **Felony Conviction Notification** (Page 24) – Check Box A, B, or C, and sign to certify your company's criminal history compliance.
- ☐ **Certification of Criminal History Record Information** (Page 25) – Review definitions, complete Section 1, and sign either Section 2 (Visitors) or Section 3 (Direct Access).
- ☐ **Certificate of Interested Parties (Form 1295 Declaration)** (Page 26) – Complete the unsworn declaration section. *(Note: Must also be filed online per Texas Ethics Commission rules prior to contract finalization).*
- ☐ **State Certifications Form** (Pages 27–29) – Initial all individual certifications (Terrorist Organizations, DEI, Conflict of Interest, Israel, Firearm, and Energy Boycotts) and sign the master block.
- ☐ **Federal Award Required Contract Provisions** (Pages 30–35) – Provide initials on subparts (A) through (I) and complete the final signature verification block on Page 35.
- ☐ **ACH Vendor Direct Deposit Form** (Optional, Page 36) – Include completed banking infrastructure details and signature for expedited payment processing.



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Company Name: _____

DBA (if applicable): _____

Tax Identification Number: _____ ☐ Social Security Number ☐ Federal Identification Number

(If individual, not a company): Date of Birth: _____ TDL/ID: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____ Fax: _____

Remit To Address: _____

City: _____ State: _____ Zip Code: _____

Company Website: _____

SALES CONTACT

Representative: _____

Email Address: _____

Phone: _____

ACCOUNTS RECEIVABLE CONTACT

Representative: _____

Email Address: _____

Phone: _____

NOTICE TO PROSPECTIVE VENDORS:

1. Vendors must accept purchase orders for all purchases. The district will **not** be responsible for payment for goods or services that are provided to Hempstead ISD staff without an approved purchase order issued by the Business Office.
2. All invoices must reflect the purchase order number and must be emailed or mailed to the Hempstead ISD Accounts Payable Department.
3. All payment terms are N30 after receipt of the goods and/or services.

Below is a list of all Purchasing Cooperatives Hempstead ISD is a member of. Please **identify** any Purchasing Cooperatives your company has been awarded and contract number:

TASB BuyBoard

PCA

Allied States (Region 19)

PSA

HGACBuy

1GPA

TIPS (Region 8)

TX SmartBuy

PACE (ESC 20)

SE TX Co-op

DIR

GoodBuy

Epic6 (Region 6)

Choice Partners (HCDE)

Cooperative Contract Number: _____

List the category of product/services your company provides: _____

NOTE: This is not a guarantee for purchase nor does this mean that you are a Board approved vendor.

For HISD use only:

Requested by: _____ Campus/Location: _____ Phone # _____ Vendor Number: _____

____ Date Received: _____ Entered/Approved: _____

PROPOSAL RESPONSE FORM

Vendor Name: _____

The company or contractor agrees to provide the specified services to Hempstead ISD at the rates indicated below for the term of the agreement:

Service	Rate	Term (Hourly, Daily , Etc.)
Orientation and Mobility Services		
Speech Language Pathology Services		
Social Emotional Learning		
Instructional Coaching		
Literacy Services		
Occupational Therapy		
Physical Therapy		
Vision Impairment Services		
School Psychology Services		
Behavioral Services		
Teaching and Instruction Services		
Leadership & Development Training		
Education and Training Consulting		
Strategic Planning Services		
School Operation and Management Services		
Examination and Testing Services		
Other Educational Services		
Professional Development		
Other Services Not Listed		

Authorized Company Representative Name

Title

Signature

Date

PROPOSAL RESPONSE FORM

Hempstead Independent School District

I / We propose to provide the services and supplies described within the Request for Proposal (RFP) and, if awarded the proposal, do agree to abide by all terms and conditions of the RFP.

I / We represent that we possess the expertise, qualified personnel, facilities, equipment, licenses, and permits necessary to properly and lawfully provide the services and supplies described herein.

I / We affirm that the proposer, the company, or any representative thereof, 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 any District employee or Board members (nor any member of a District employee's or Board member's family) in connection with a purchase or with this proposal.

I / We affirm that I am/we are duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

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

Pursuant to and in compliance with the project specifications and bidding requirements relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the project specifications.

Authorized Company Representative Name (Printed)

Firm Submitting Proposal

Email Address

Address

Telephone Number

City, State, Zip

Fax Number

Signature of Authorized Company Representative

Email Address

QUESTIONNAIRE

Respondents are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Respondent's Questionnaire.

1. Legal name of the company: _____
Authorized point of contact for the company:

Name: _____ Cell phone: _____

Telephone number: _____ Email: _____

Address of office that would be providing service:

2. How many years has your organization been in business under its present name? _____

3. Under what other or former name(s) has your organization operated?

4. Has your organization ever failed to complete any work awarded to it? Yes _____ No _____

If "Yes", please explain:

5. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes _____ No _____

If "Yes", please explain: _____

6. Do you currently hold any School District contracts: Yes _____ No _____?

If "Yes", please indicate the name(s) of each school district below:

7. Do you have a net 30-day payment terms? Yes _____ No _____

If "No", please explain: _____

8. Vendor's Accounting Contact Name _____

Phone _____ Email _____

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

Company Name

Signature of Authorized Representative

Printed Name & Title of Company Representative

Date

REFERENCES

List below three (3) institutions/companies for which you have provided similar services for in the past 12 months. Be sure to furnish current contact information for individuals that actually were involved with the projects.

1.

Institution/Company Name
Street Address
City/State/Zip
Contact
Telephone Number
Email Address

2.

Institution/Company Name
Street Address
City/State/Zip
Contact
Telephone Number
Email Address

3.

Institution/Company Name
Street Address
City/State/Zip
Contact
Telephone Number
Email Address

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Hempstead Independent School District ("Owner" or "School District"). Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
2. **ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Owner. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the Owner.
3. **SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
4. **MODIFICATIONS** - This contract can be modified only by written agreement of both parties.
5. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
6. **FUNDING** – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the Owner, which fiscal year ends on August 31st of each year, shall be subject to School Board budget approval. Should funding not be approved by the School Board for any given budget year during the contract term, the contract will terminate and become null and void.
7. **INDEMNIFICATION** – CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICIALS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ANY ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES, OR OTHER PERSONS FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT ITS OWN COST AND EXPENSE DEFEND AND PROTECT THE OWNER AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

18. NO THIRD-PARTY BENEFICIARY – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the Owner or Contractor or both and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Owner or Contractor.
19. SILENCE OF SPECIFICATION - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
20. NON-DISCRIMINATION - Contractor will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, working conditions, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training opportunities, including apprenticeship.
21. DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. CONTRACTOR WARRANTS IT WILL FULLY COMPLY WITH ADA'S PROVISIONS AND ANY OTHER APPLICABLE FEDERAL, STATE AND LOCAL LAWS CONCERNING DISABILITY AND WILL DEFEND, INDEMNIFY AND HOLD THE SCHOOL DISTRICT HARMLESS AGAINST ANY CLAIMS OR ALLEGATIONS ASSERTED BY THIRD PARTIES OR SUBCONTRACTORS AGAINST SCHOOL DISTRICT ARISING OUT OF CONTRACTOR'S AND/OR ITS SUBCONTRACTOR'S ALLEGED FAILURE TO COMPLY WITH THE ABOVE-REFERENCED LAWS CONCERNING DISABILITY DISCRIMINATION IN THE PERFORMANCE OF THIS CONTRACT.
22. DRUG POLICY - All Owner property and facilities are “drug-free” zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in an Owner building or while on Owner property. The Contractor and its employees shall adhere to this policy.
23. TERMINATION FOR DEFAULT – Owner reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the specifications. In the event of termination, the Owner reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the contract to the next proposer providing the best value to the Owner. Any such act by the Owner shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to Owner of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the Owner for such excess.

24. **TERMINATION WITHOUT CAUSE** – Owner shall have the right to terminate the contract, in whole or in part, without cause at any time upon thirty (30) days prior written notice to the Contractor. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. Owner shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
25. **NOTIFICATION OF FELONY** - The person or entity submitting a proposal must give notice to the School District, at the time of submission of the proposal, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation). See enclosed form, Felony Conviction Notification.
26. **CRIMINAL HISTORY/FINGERPRINTING REQUIREMENT** - If a Contractor or ANY OF THE Contractor's employees, subcontractors, or agents will be on a school site where direct contact with students may occur, the Contractor shall send to the Department of Public Safety information that is required to obtain national criminal history records on such individuals. This may include fingerprints and a photograph. See enclosed form, Criminal History Records Information, Certification for Contractor Employees. Contractor may not allow an individual to provide services at an instructional facility if the individual, during the preceding 30 years, was convicted of any of the following offenses:
- A felony offense under Title 5, Texas Penal Code
 - An offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure
 - An offense under the laws of another state or federal law that is equivalent to an offense under (a.) and (b.) above

Questions regarding compliance with fingerprinting requirements should be directed to Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FASTFACT at NCJU txdps.state.tx.us. Emails must identify you as a contractor/vendor to a Texas Independent School District. The Texas Department of Public Safety's telephone number is (512) 424-2474.

28. **ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements, between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of these requirements will comply with the following general specifications, and will be maintained in compliance with these general specifications throughout the duration of the contract, or longer, if noted.

Vendors will not be allowed to begin work until evidence of the required insurance is provided. Proper evidence of insurance will include certificates of insurance and/or additional insured endorsements.

The following are insurance requirements for different categories of services with contract amounts up to \$25,000 aggregate. Contracts greater than \$25,000 will require increased coverages at the discretion of Hempstead ISD.

Level of Student Contact	Examples	General Liability	Professional Liability
No Direct Student Contact	Teacher PD HVAC Repairs	None Required	None Required
Supervised Access to Students	Bounce House Petting Zoo Instructional Services	\$500,000 PER OCCURRENCE \$1,000,000 AGGREGATE	None Required
Unsupervised Access to Students	Speech Therapy Psychological Services	\$500,000 PER OCCURRENCE \$1,000,000 AGGREGATE	\$1,000,000 PROFESSIONAL LIABILITY/ E&O POLICY

Vendors transporting students must have auto liability insurance.

Bodily Injury	\$250,000 per person/\$500,000 per accident
Property damage	\$250,000

Workers' compensation will be required based on statutory limits for vendors performing services to or on a school campus. Not required for sole proprietors.

PROOF OF WORKERS' COMPENSATION COVERAGE for all contractors performing work is required.

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INSTRUCTIONS FOR COMPLETING PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

Pursuant to Texas Education Code §22A.055, as enacted by SB 571 (89th Legislature, 2025), all individuals who are applying for employment with or who will act as a service provider for an educational entity must complete the attached Pre-Employment or Pre-Service Affidavit for Educational Entities prior to providing services.

Please note the following requirements:

1. Who Must Complete the Affidavit

Every employee or contractor, and every employee of any subcontractor, who will be present at an instructional campus to provide services must complete this affidavit before services begin.

2. Definition of “Service Provider”

Under Texas Education Code §22A.001(8), “service provider” means a person who provides services to an educational entity. The term includes:

- a contractor or subcontractor for an educational entity;
- a provider of tutoring services;
- an entity that contracts to operate a district campus under Texas Education Code §11.174;
- a staffing provider for an educational entity; and
- a person employed by or under the control of any of the above.

3. Use of the Affidavit

This affidavit must be signed, dated, and returned for each qualifying employee before they are permitted to provide services on campus.

The affidavit must be accurate and complete. Failure to disclose required information will result in termination of service and constitutes a **Class B misdemeanor** under Texas law.

4. Ongoing Compliance

You have a continuing duty to promptly report to the District any updates or changes to the information disclosed in the attached affidavit.

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

*Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) **must** submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.*

Section 1 - Penalties for Failure to Disclose Required Information

A person commits an offense, a Class B misdemeanor, if the person fails to disclose information required to be disclosed under TEC §22A.055. Additionally, a determination that an employee or person providing services failed to disclose information required to be disclosed by a person under TEC §22A.055 is grounds for termination of employment or service.

Section 2 – Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes No ☐ ☐
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity <u>must</u> consent for release of the person's employment records.</i>	Yes No ☐ ☐

Section 3 – Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes No ☐ ☐
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes No ☐ ☐

Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?: • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i> <i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i>	Yes No ☐ ☐
Have you ever been investigated by a licensing authority or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?	Yes No ☐ ☐
Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?	Yes No ☐ ☐
Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency.	Yes No ☐ ☐
If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.	

Section 3 – Declaration of Applicant

Name (First, Middle, Last)

Date of Birth

Address (House/Unit # and Street Name)

Address (City, State, Zip Code)

County

Signature

Date Signed



1440 13th Street • P.O. Box 1007 • Hempstead, Texas

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Hempstead Independent School District (HISD), is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any vendor doing business with HISD, must complete a Conflict of Interest Questionnaire (CIQ), whether or not a conflict of interest exists. 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 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 describe by Section 176.003(a-1); or
- 3) Has a family relationship with a local governmental officer of that local governmental entity.

If no conflict of interest exists, please complete Line Item 1 of the CIQ Form, enter N/A on Line Item 3, sign and date.

By law, this form must be completed and submitted to HISD no 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.



1440 13th Street • P.O. Box 1007 • Hempstead, Texas

Local Government Officers of Hempstead Independent School District:

Superintendent of Schools	Herbert O'Neil Jr.
Assistant Superintendent of Learning and Reading	Brittany Anderson
Board of Trustees President	Connie Wawarofsky
Board of Trustees Vice President	Tressey Wilson
Board of Trustees Secretary	Susan Hopkins
Board of Trustees Member	James Glover
Board of Trustees Member	Albert Garfield
Board of Trustees Member	Sharon Thibodeaux
Board of Trustees Member	Julian Alvarez
Chief of Police	Laketra Bradford
Chief Financial Officer	Amy Carter
Chief Operations Officer	Artis Edwards
Chief Technology Officer	Alexander Miller
Chief Academic Officer	Emily Vermeulen
Chief Communications Officer/Chief of Staff	Valonia Walker
Executive Director of Human Resources	MaBisha Stubblefield
Director of Athletics	Kris Gordon
Director of Special Education	Kimberly Harvey
Director of Bilingual/ESL	Margarita Paramore
Hempstead Early Childhood Center Principal	Keri Houston
Hempstead Elementary School Principal	Jo-Anne Crawford
Hempstead Middle School Principal	Erika Douglas
Hempstead High School Principal	LaKesha Morgan

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Name of signatory

Signature

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.



FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

You must check A, B or C and sign below:

- ☐ A. Our firm is a publicly held corporation, therefore, this reporting requirement is **not applicable**.
- ☐ B. Our firm **is not** owned or operated by anyone who has been convicted of a felony.
- ☐ C. Our firm **is** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Individual(s): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

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

Company Name: _____

Authorized Official's Name (Printed): _____

Signature of Company Official: _____ Date: _____



Hempstead Independent School District
Certification of Criminal History Record Information

THIS FORM MUST BE COMPLETED BY ALL PROVIDERS

Section 1	Vendor (Name): _____ _____ (Address/City/State/Zip) (Phone) Contract Dates: _____ Driver's License Number: _____ Date of Birth: _____ <u>Answer Y for Yes or N for No:</u> _____ Will employees, including you have continuing duties related to the proposal or contract named above or any other services performed at HISD? Until further guidance is received, HISD considers "continuing duties" to mean repetitive work duties rather than a one-time appearance or Engagement _____ Will those employees, including yourself, have direct contact with students? Until further guidance is received, HISD considers "direct contact" to mean services that may be performed independently from school district staff involvement. Direct contact can include chance contact such as performing routine inspections or maintenance; contact with groups of students during organized activities; or more obvious examples such as tutoring or therapy. If either question is answered "no" vendor should complete section 2 of this form. If answer to both questions is "yes" vendor should complete section 3 of this form.
Section 2	I agree and understand employees of the company or individuals, including myself, who have not received the required criminal background check because the above description does not apply to them/myself will be considered visitors when on school campuses and must follow school district and campus policies related to visitors on school campuses. _____ Signature of Vendor Date _____ Print Name
Section 3	I _____, certify that all employees, including myself, of the company that I own, operate, or manage, or myself as an independent contractor who have continuing duties related to the service to be performed on a HISD campus and who also have direct contact with students have undergone the required criminal history background check or national criminal history record information review which may include fingerprints and photographs and that no prohibited contact as described herein was revealed. _____ Signature of Vendor Date

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

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

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



STATE CERTIFICATIONS FORM

Date:		Federal Tax ID# :	
Vendor Name:			
Printed Name of Representative:			
Title:			
Signature:			

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

[Govt Code 2252 (SB252)]

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.

 Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING PROHIBITION ON DIVERSITY, EQUITY, AND INCLUSION

[Tex. Ed. Code 11.005(b)(2) (SB12)]

Pursuant to Section 11.005(b)(2), Texas Education Code, as amended by SB 12 (88th Leg., R.S. 2023), the Contractor hereby certifies that it shall not engage in, and shall prohibit any of its employees, agents, or subcontractors from engaging in, diversity, equity, and inclusion ("DEI") duties (as defined by Section 11.005(a)(1)-(4) of the Texas Education Code) at, for, or on behalf of the District, except as required by state or federal law.

 Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING CONFLICT OF INTEREST

[Tex. Ed. Code 11.067 (HB210)]

Pursuant to Section 11.067, Texas Education Code (as enacted by HB 210, 89th Leg., R.S. 2025), the Vendor certifies that no member of the District's board of trustees, nor any individual related to a board member within the second degree by consanguinity or affinity, has a substantial interest (as defined by 11.067(c)(1)(-2) of the Texas Education Code) in the Vendor or any subcontractor hired by the Vendor, and that no board member has received or been promised gifts or in-kind services valued at more than \$250 from the Vendor. Vendor further certifies that it will not engage in any activity prohibited by Section 11.067 during the term of this Agreement.

 Initials of Authorized Representative of Vendor

The following certifications shall apply if:

- (a) Vendor is not a sole proprietorship;**
 - (b) Vendor has ten (10) or more full-time employees; and**
 - (c) this Agreement has a value of \$100,000.00 or more.**
- (Otherwise, this certification is not required.)**

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

[Govt Code 808 (HB89)]

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

 Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM INDUSTRY

[Govt Code 2274 (SB19)]

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

 Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING CONTRACTS WITH THAT BOYCOTT ENERGY
COMPANIES**

[Govt Code 2276 (SB13)]

By entering into this Agreement, Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the contract.

 Initials of Authorized Representative of Vendor

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by HISSD for any contract resulting from this procurement process.

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

Pursuant to Federal Rule (A) above, when federal funds are expended by HISSD, HISSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by HISSD, HISSD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. HISSD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if HISSD believes, in its sole discretion that it is in the best interest of

HISSD to do so. The vendor will be compensated for work performed and accepted and goods accepted by HISSD as of the termination date if the contract is terminated for convenience of HISSD. Any award under this procurement process is not exclusive and HISSD reserves the right to purchase goods and services from other vendors when it is in the best interest of HISSD.

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

Pursuant to Federal Rule (C) above, when federal funds are expended by HISSD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by HISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by HISD, the vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (F) above, when federal funds are expended by HISD, the vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (G) above, when federal funds are expended by HISD, the vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by HISD, the vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by HISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by HISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS
2 CFR § 200.333**

When federal funds are expended by HISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by HISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by HISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company 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: _____



Hempstead ISD is now offering payment by ACH direct deposit to all Accounts Payable vendors. Payments by ACH are deposited directly into your bank account. A notification of the upcoming deposit is sent by email with the same memo information that would appear on a check stub. If you would like your payment to be made by Electronic Funds Transfer through ACH, please complete the form below, sign, and return to the Accounts Payable department by email: watsonc@hempsteadisd.org or by mail at P.O. Box 1007 Hempstead, TX 77445.

(ACH Deposit notifications will be sent to this Email address)

(Please check only one) - Business _____ Personal _____

Please sign below to confirm that you are authorizing Hempstead ISD to deposit payments for your invoices into the account mentioned above.

Printed Name	Title	Phone No
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