

**RFP #2508-915**

**Physical Therapy Services  
Occupational Therapy Services  
Licensed Specialist in School Psychology  
Speech Therapy Language Pathologist**

**Cover Sheet**

**Top Six Awarded Vendors**

- 1. Assessment Intervention Management LLC**
- 2. R.L Rendon Psychological Services**
- 3. S.A. Therapy**
- 4. Cognitive Insight Solutions**
- 5. Elite Learning Solutions**
- 6. Speech Specialists**

RECAP  
RFP 2508-915

Physical Therapy Services, Occupational Therapy Services, Licensed Specialist in School Psychology Services and Speech Language Pathologist

	AIM	Cognitive Insight Solutions	Elite Learning Solutions	Epic Special Education	HealthPro Heritage	National Recruting Consultants	Nova Therapy Services	Pediatric Development Services	Presence Learning Inc.	R.L. Rendon Psychological Services	S.A. Therapy	Speech Specialists	Texas Therapy Consultants
Committee Member #1	91	75	75	68	68	61	47	40	40	98	86	76	66
Committee Member #2	89	86	74	60	60	73	77	57	58	90	93	72	71
Committee Member #3	85	87	72	55	55	75	66	70	49	75	71	71	73
Total Score	265	248	221	183	183	209	190	167	147	263	250	219	210
Top Six Vendors	1st	4th	5th							2nd	3rd	6th	

**Uvalde CISD**

1000 N. Getty • PO Box 1909 • Uvalde, Texas 78801



**Request for Proposals (RFP)  
#2508-915**

Uvalde CISD invites you to submit a Proposal for:

**Physical Therapy Services  
Occupational Therapy Services  
Licensed Specialist in School Psychology Services  
Speech Language Pathologist Services**

**For Period:  
September 1, 2025 thru August 31, 2026**

**Released: July 13, 2025  
Due: Tuesday, July 29, 2025 at 2:00 pm**

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## Section 1 - General Information

### A. Purpose of this Request for Proposal (RFP)

The purpose of this RFP is to solicit sealed proposals from qualified offerors to provide Physical Therapy Services, Occupational Therapy Services, Licensed Specialist in School Psychology Services, and Speech Language Pathologist Services.

### B. Scope of Work

Uvalde CISD is seeking Request for Proposal for Physical Therapy Services, Occupational Therapy Services, Licensed Specialist in School Psychology Services, and Speech Language Pathologist Services under a one (1) year beginning the date the RFP is awarded by the board, with the option to renew for two (2) additional one-year terms if all parties are in agreement for a NON-EXCLUSIVE AWARD. A Non-Exclusive contract is one by which multiple vendors may be designated as vendors for the services covered under the terms of the contract for the duration of said contract. The services will be used on an as needed basis throughout the District to provide services to students.

### C. Description of Uvalde CISD

Uvalde CISD is located in the city of Uvalde which is a Southwest Texas town located approximately 97 miles Southwest of San Antonio on Hwy 90 with a population of approximately 15,312 people.

Uvalde CISD is a district of Innovation with a heritage of inspiring and growing leaders in this progressive rural community. It is dedicated to providing quality instruction through engaging instructional practices to prepare our students for college and career readiness. Uvalde CISD currently serves approximately 4,100 students and 785 employees in a variety of educational, managerial, professional, technical, and clerical, service and maintenance positions.

### D. Schedule of Events

Issue Request for Proposal (RFP)  
Deadlines for Submission of Questions  
Response to Questions Posted by  
**RFP Response Due Date and Time**  
Anticipated Award Date

July 13, 2025  
July 23, 2025 at 12:00 pm  
July 24, 2025 at 5:00 pm  
**July 29, 2025 at 2:00 pm**  
August 25, 2025

## **E. Specifications and Conditions**

### **(1) Proposal:**

#### Physical Therapy Services

- Bachelor's degree required, Master's preferred
- Licensure by Texas Board of Occupational Therapy Examiners
- School-based experience preferred

#### Occupational Therapy Services

- Master's degree in occupational therapy or related program Valid Texas license as an occupational therapist granted by the Texas Board of Occupational Therapy

#### Licensed Specialist in School Psychology

- Master's degree in psychology from accredited college or university
- Valid Texas license as a licensed specialist in school psychology granted by the Texas State Board of Examiners of Psychologists

#### Speech Language Pathologist

- Master's degree in speech-language pathology from an accredited college or university
- Valid license as a speech-language pathologist granted by the Texas Department of Licensing and Regulation (TDLR) or Bachelor's degree with valid Texas Education Agency speech therapy Certificate

### **(2) Responsibilities:**

- Carry out all screening, referral, and evaluation procedures specified in federal, state, and local guidelines necessary to identify students who require related services
- Participate in ARD committee meetings to develop or amend the Individual Education Plan (IEP) for eligible students
- Maintain records documenting provision of services outlined in the IEP
- Submit documentation that provider is fully certified in the state of Texas to provide occupational therapy services
- Maintain confidentiality according to FERPA guidelines
- Submit a copy of the FAST Pass (Education code 22.083(a)(c)m, Government Code 411.097(b) and SB9/TEC22)
- Submit documentation that provider has had a criminal background check and that there is no disqualifying criminal history or allow school district to run such a check on recommended provider
- Other duties as assigned by the LEA

## **F. Governing Laws**

Programs and activities solicited in this RFP are governed by all applicable Federal and State rules and regulations, including, but not limited to, those specifically governing each program operated by Uvalde CISD.

## **G. Insurance/Indemnity**

The District and the Contractor agree and covenant the Contractor is employed as an independent contractor and the District shall be in no way responsible for carrying group insurance, workmen's compensation insurance, unemployment compensation insurance or any other plans adopted for the employees of the District. Regardless of any insurance requirement, Contractor shall indemnify, hold harmless, and defend the District from any claims, liability, loss, and damages, including consequential damages and attorney's fees, arising from any acts or omissions of the Contractor or the Contractor's agents or subcontractors.

## **H. Method of Procurement & Type of Contract**

All goods and services solicited under this RFP shall be procured by the competitive negotiation method. Uvalde CISD's intent is to execute a fixed-price contract with the successful respondent(s).

## **I. Eligible Respondent and Competency**

Uvalde CISD is prohibited from awarding funds to any party debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs in accordance with the Department of Labor regulation at 29 CFR Part 98. Any interested and qualified individual, organization, or company may submit a proposal. Respondents shall demonstrate the necessary technical skills and other resources to deliver the solicited goods and services.

## **J. Period of Performance**

A one (1) year beginning the date the RFP is awarded by the board, with the option to renew for an additional two (2) year term if all parties are in agreement for a NON-EXCLUSIVE AWARD. A Non-Exclusive contract is one by which multiple vendors may be designated as vendors for the services covered under the terms of the contract for the duration of said contract.

## **K. Response Deadline**

**The response deadline for this RFP is due at 2:00 pm on July 29, 2025.**

Proposals, whether mailed or personally delivered, must be officially received at 1000 N. Getty, PO Box 1909, Uvalde Texas 78801 by this deadline.

Respondents who mail a proposal should use Registered mail with return receipt to verify delivery. Late proposals may be disqualified. Additions or deletions to the

proposals must be submitted and included in the proposal on or before the deadline. Prior to the response deadline, withdrawal of a proposal is allowable in person with proper authorization. All proposals become the property of Uvalde CISD.

#### **L. Bidders Questions and Technical Assistance**

Contact Leticia Leos at (830) 278-6655 Ext. 1033 or at [lleos4563@uvaldecisd.net](mailto:lleos4563@uvaldecisd.net) for further questions. All questions should be in writing (email) and are due no later than July 23, 2025 at 12:00pm. Staff and board members are prohibited from addressing any inquiries. Questions and answers to responses will be posted on the District website by 5:00pm July 24, 2025.

#### **M. Governing Provisions and Limitations**

The purpose of this RFP is to ensure maximum, open, and free competition in the solicitation of and procurement of the goods and services described above. This RFP is not to be considered as a purchase agreement or contract or as a commitment of any kind; nor does it obligate Uvalde CISD to award any contract or pay for costs incurred prior to the execution of a contract unless such costs are specifically authorized in writing by Uvalde CISD.

Uvalde CISD reserves the right to:

- a) Accept or reject any or all proposals received, or to cancel or reissue this RFP in part or its entirety;
- b) Award a contract for any goods and services in any quantity that Uvalde CISD determines, at its sole discretion, is in its best interest;
- c) Award a contract to other than the lowest cost/priced respondent;
- d) Reject any proposal that fails to confirm the essential requirements of this RFP;
- e) Contact any individual or entity listed in the proposal or otherwise known to Uvalde CISD, who may have knowledge of the respondent's experience, performance, and qualifications; and
- f) Request additional information from any and all respondents.

Respondents shall not, under penalty of law, offer to provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of Uvalde CISD for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder. In addition, no employee, officer, or agent of Uvalde CISD shall participate in the selection, award of administration of a contract supported by Federal funds, if a conflict of interest, real or apparent, would be involved.

Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposal to be rejected. This does not preclude joint ventures or subcontracts. The contents of a successful proposal may become a contractual obligation if selected for award. Failure of the respondent to accept this obligation may result in cancellation of the award.



No pleas of error or mistake shall be available to successful respondent as a basis of release of proposed services at stated price/cost. Any damages accruing to Uvalde CISD as a result of the respondent's failure to deliver the proposed goods and services may be recovered from the respondent.

A contract with the selected respondent may be withheld, at Uvalde CISD's sole discretion, if issues or questions of compliance are not satisfactorily resolved. Award of goods and services may be withdrawn, if resolution is not satisfactory to Uvalde CISD.

Uvalde CISD reserves the rights to clarify, explain, or verify any aspect of a response to this RFP, and to require the submission of any price, technical, or other revision to the RFP that results from negotiations conducted.

## **N. Selection Process**

A committee selected by Uvalde CISD will review and evaluate all responses and make a recommendation to the Uvalde CISD Board of Trustees. Proposals will be evaluated using the following criteria mandated by Texas Education Code §44.031(b) to determine the vendor(s) that provides best value to Uvalde CISD.

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
1	The purchase price	<b>30 pts.</b>
2	The reputation of the vendor and of the vendor's goods or services: Vendor must provide 3 references with email and phone number of contact person in which they performed similar projects, preferably school districts.	<b>15 pts.</b>
3	The quality of the vendor's goods or services (Samples will be evaluated).	<b>15 pts.</b>
4	The extent to which the goods or services meet the district's needs.	<b>10 pts.</b>
5	The vendor's past relationship with the district.	<b>10 pts.</b>
6	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.	<b>0 pts.</b>
7	The total long-term cost to the district to acquire the vendor's goods or services.	<b>5 pts.</b>
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	<b>5 pts.</b>
	B. employs at least 500 persons in this state	<b>0 pts.</b>
9	Any other relevant factor specifically listed in the request for bids or proposals. In evaluating Proposals submitted, the following considerations will be considered (but not limited to): price, quality, suitability for intended use, and probability of continuous availability, time of service, delivery and physical proximity to Uvalde CISD geographical boundaries.	<b>10 pts.</b>

## **O. Payment Provisions**

The following is required when submitting an invoice for payment.

1. Invoices shall reference purchase order number
2. Invoices shall reference the campus where the services were provided
3. Invoice will be in duplicate

Payment will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later.

## **P. Equal Opportunity**

It is the policy of Uvalde CISD to encourage and support equal opportunity in the purchase of goods and services. No person shall, on the grounds of race, color, religion, sex, handicap, national origin, age, citizenship, sexual orientation, marital status, political affiliation, or belief, be discriminated against under any program or activity receiving Federal funds.

Participation shall be open to citizens and nationals of the United States, lawfully admitted resident aliens, and lawfully admitted refugees and parolees.

In compliance with the Department of Labor regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in the admission or access to, or treatment, or employment in any program or activity.

## **Q. Proposal Labeling and Submission**

Proposals must be submitted in a sealed envelope or package and externally labeled as follows:

### **RFP# 2508-915**

Uvalde CISD

Attn: Leticia Leos

1000 N. Getty, PO Box 1909

Uvalde, Texas 78801

**Dated Material: Physical Therapy Services RFP is due at 2:00 pm on  
July 29, 2025**

**Section 2 – Required Forms****A. CHECKLIST FOR FORMS  
THAT MUST BE SUBMITTED WITH  
BID RFP # 2508-915**

Proposers are encouraged to complete and return this checklist and the required documents as a part of their response submittal. Failure to return any of the required documents may subject your proposal to be rejected.

- |   |               |
|---|---------------|
| ➡ Declaration of Compliance and Agreement                     | YES____NO____ |
| ➡ References  | YES____NO____ |
| ➡ Proposal & Questionnaire                                    | YES____NO____ |
| ➡ Deviation Form  | YES____NO____ |
| ➡ Vendor Application Form                                     | YES____NO____ |
| ➡ IRS Form W-9  | YES____NO____ |
| ➡ Conflict of Interest Questionnaire                          | YES____NO____ |
| ➡ Felony Conviction Notification                              | YES____NO____ |
| ➡ Certification Regarding Debarment and Suspension            | YES____NO____ |
| ➡ Certification of Criminal History Record Information        | YES____NO____ |
| ➡ UCISD State & EDGAR Certifications                          | YES____NO____ |
| ➡ 1295 Form <i>(Only If awarded must the vendor complete)</i> | YES____NO____ |

**FOR YOUR CONVENIENCE, ALL FORMS REQUESTED ARE  
ATTACHED TO THE BID DOCUMENT**

## B. DECLARATION OF COMPLIANCE

The undersigned affirms that they are duly authorized to execute this contract, 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.

**I hereby certify and affirm that I am authorized to bind this company to the proposal submitted in response to Uvalde CISD RFP #2508-915. The contract period is effective September 1, 2025 to August 31, 2026. The award is for one year and is subject to renewal for two (2) additional one-year periods upon annual agreement of both parties.**

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COMPANY

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SIGNATURE OF PERSON RESPONSIBLE FOR PROPOSAL

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NAME (TYPE OR PRINT)

TITLE

---

PHONE

FAX

E-MAIL

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DATE

FEDERAL ID# OR SOCIAL SECURITY: \_\_\_\_\_

ORDER ADDRESS:

REMITTANCE ADDRESS:

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## C. REFERENCES

### **Reference Page:**

All vendors will submit a list of at least three (3) education-related projects that would be representative of your firm's work related to this project. References will include contact name and telephone number.

**RFPs submitted without three references may be disqualified from consideration.**

**Total Number of school district clients in the past three years:** \_\_\_\_\_

A. \_\_\_\_\_  
District Name  
\_\_\_\_\_  
Contact Name Phone Number \_\_\_\_\_ Phone Number  
\_\_\_\_\_  
E-Mail Address  
\_\_\_\_\_  
Project Description/ Services Provided

B. \_\_\_\_\_  
District Name  
\_\_\_\_\_  
Contact Name Phone Number \_\_\_\_\_ Phone Number  
\_\_\_\_\_  
E-Mail Address  
\_\_\_\_\_  
Project Description/ Services Provided

C. \_\_\_\_\_  
District Name  
\_\_\_\_\_  
Contact Name Phone Number \_\_\_\_\_ Phone Number  
\_\_\_\_\_  
E-Mail Address  
\_\_\_\_\_  
Project Description/ Services Provided

## D. PROPOSAL AND QUESTIONNAIRE

Please answer the following questions. If you represent an organization with multiple consultants/specialists, please complete a form for each proposed consultant/specialist.

1. Check your highest level of education completed and include copy of diploma:

- ☐ Bachelor's degree
- ☐ Postgraduate work
- ☐ Master's degree
- ☐ Ph.D./Ed. D.
- ☐ Other, specify \_\_\_\_\_

2. List relevant certifications (attach copies):

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3. Have current valid licenses been included with your qualification package? Yes / No.

4. Scope of Services: The District and the Contractor agree and covenant that for the purpose of this proposal, the Contractor shall perform the services described below. If preferred, Contractor may provide a typed document detailing the services to be provided and shall title the document appropriately (e.g. Exhibit A – Scope of Services) and attach it to this proposal as a document of reference ("Attachment"). Any such Attachment evidenced and accepted by Uvalde CISD is incorporated and made part of this proposal.

Description of Services (if Attachment provided, please indicate, "Refer to Exhibit A", etc.):

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5. Fees: As full compensation for the services provided, the proposer, upon satisfactory completion of services, will charge Uvalde CISD an annual amount NOT TO EXCEED \_\_\_\_\_ inclusive of all fees and allowable expenses. Compensation for services rendered shall be based on the following rates or in accordance with the following terms. Please check one of the following:

- ☐ FIXED FEE of \$\_\_\_\_\_ for a total annual contract amount of \$\_\_\_\_\_.

OR

- ☐ DAILY RATE of \$\_\_\_\_\_ per day for \_\_\_\_\_ days for a total annual contract amount of \$\_\_\_\_\_.

OR

- ☐ HOURLY RATE of \$\_\_\_\_\_ per hour for \_\_\_\_\_ hours for a total annual contract amount of \$\_\_\_\_\_.

OR

- ☐ IF PREFERRED, Contractor may provide a typed document detailing the applicable fees and shall title the document appropriately (e.g. Exhibit B – Fee Schedule) and attach it to this proposal as a document of reference ("Attachment"). Any such Attachment evidenced and accepted by Uvalde ISD is incorporated and made part of this proposal.

6. Tell us any other information that sets your company or services apart from others that we will be evaluating (i.e. special training, certification, credentials, methodologies, testing etc.)?

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7. Deviations:

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Having carefully examined the RFP Package, the undersigned hereby agrees to furnish all services in accordance with the Terms and Conditions outlined hereto at the prices quoted unless noted in writing.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# **UVALDE CISD**

## **VENDOR APPLICATION PACKET SY 2024-25**



## UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

### Vendor Application Form

#### Instructions:

1. The application form should be completed and signed by an authorized representative of the vendor.
2. The application should be submitted (as noted below) with all supporting documents, including but not limited to:
  - a. W-9 Form
  - b. Conflict of Interest Questionnaire
  - c. Felony Conviction Form
  - d. Debarment and Suspension Certificate Certifying Statement
  - e. Certification of Criminal History Record Information (if working with students)
  - f. Certificate of Insurance (as appropriate for on-site professional services)
  - g. UCISD State & EDGAR Certifications
  - h. Certificate of Interested Parties - 1295 Form (if contract that requires Board approval)

#### Notice to Prospective Vendors:

1. Vendors are not placed on the district's approved vendor list until a purchase order is approved by the Business Office department
2. Vendors must accept purchase orders for all purchases. The district will not be responsible for payment for goods or services that are provided to Uvalde CISD staff without an approved purchase order issued by the Business Office Department.
3. All invoices must reflect the purchase order number and must be mailed, faxed, or emailed to the Uvalde CISD/Accounts Payable Department (mailing address, fax number and email address are noted below)
4. All payments are net 30 day after receipt of the goods and/or services

<b>VENDOR IDENTIFICATION</b>	
Vendor Name:	
Vendor DBA (if applicable):	
Federal Tax ID or Social Security No:	
Type (s) of Goods or Services:	
List any Coop contracts such as Buyboard, ESC, DIR, etc:	
<b>VENDOR CONTACT INFORMATION</b>	
Vendor Remit Address (if different from mailing):	
Vendor Phone Number:	
Vendor Fax Number:	
Vendor Website:	
Vendor Email Address (for distribution of purchase orders:	

I hereby certify that the above information is true and correct. I further certify that I am an authorized representative of the vendor.

\_\_\_\_\_  
Vendor Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Authorized Representative (Signature)

\_\_\_\_\_  
Date

Forward completed application to: Uvalde CISD, Attn: Leticia Leos at 1000 N. Getty St. Uvalde, TX 78801 or PO Box 1909 Uvalde, TX 78802 or via fax to 830-591-4909 or via email to [lleos4563@uvaldecisd.net](mailto:lleos4563@uvaldecisd.net)

Uvalde CISD Accounts/Payable Attn: Accounts Payable at 1000 N. Getty St. Uvalde, TX 78801 or PO Box 1909 Uvalde, TX 78802 or via fax to 830-591-4909 or via email to [ap@uvaldecisd.net](mailto:ap@uvaldecisd.net)

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://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.	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> 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.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> 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.)
	<b>3b</b> 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 <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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.

<b>Social security number</b>									
				-					
or									
<b>Employer identification number</b>									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

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

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

**Future developments.** 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](http://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

**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.

## **LIST OF LOCAL GOVERNMENT OFFICERS**

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Ashlely Chohlis, Superintendent of Schools

### **Board of Trustees:**

Mrs. Laura Perez, Vice President

Mr. J.J. Suarez, Secretary

Mr. Javier Flores

Mrs. Jaclyn Gonzales

Mr. Jesse Suarez

Mr. Robert Quinones



**UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
FELONY CONVICTION NOTIFICATION**

The Texas Education Code, Section 44.034(a) states that 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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034(c) states that this section does not apply to a publicly held corporation.

- ( ) My firm is a publicly held corporation; therefore this requirement is not applicable.
- ( ) My firm is not owned nor operated by anyone who has been convicted of a felony.
- ( ) My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name: \_\_\_\_\_

Description of conduct resulting in a felony: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Description of conduct resulting in a felony: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Description of conduct resulting in a felony: \_\_\_\_\_

\_\_\_\_\_

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

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

Authorized Company Official's Name: \_\_\_\_\_

Authorized Company Official's Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box 1909  
1000 North Getty Street  
Uvalde, Texas 78802-1909

**Certification Regarding Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 the contractee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**In the event that the contractee is unable to certify to any of the statements in this certification a written explanation shall be attached.**

The Uvalde Consolidated Independent School District hereby agrees to abide by the aforementioned terms and conditions.

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



## UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box 1909  
1000 North Getty Street  
Uvalde, Texas 78802-1909

### CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION

Each Texas public school district must receive certification from any entity with which it contracts to provide services regarding the fact that the entity has obtained the following for all employees who have or will have "continuing duties related to contracted services," and have "direct contact with students" before employing or immediately after employing or securing the services of the individual:

- (1) A name-based criminal history background check on all employees hired before January 1, 2008;
- (2) A national criminal history record information review on all employees hired on or after January 1, 2008, which may include fing erprints and photographs.

Continuing duties related to contracted services" work duties that are performed pursuant to a contract to provide services to a school district on a regular, repeated basis rather than infrequently to one time only.

"Direct contact with students" The contract that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that result from services that do not provide the opportunity for unsupervised interaction with an individual student, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides the opportunity for unsupervised contact with students such as, without limitation, the provision of individualized coaching, tutoring, or outer services 19 TAC 153.1101

The required criminal history record information can be obtained from either of the following:

- A law enforcement or criminal justice agency
- A private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq)

The school district may not allow any employee of the entity or an individual to serve at the district if information obtained through this review verifies that the employee has been convicted of one of the following and at the time of the offense the victim was under 18 years of age or was enrolled in a public school:

- (1) A Title 5 felony offense
- (2) An offense requiring the individual to register as a sex offender; or
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 in the state of Texas to that would require registration in the Texas sex offender databank.

Will you, any of your employees, contractors or sub-contractors, at any time, be on a Uvalde CISD school campus or facility? ☐ Yes ☐ No

List in detail the type of service(s) to be performed on the school campus/facility:

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

\_\_\_\_\_  
Date

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



# **UVALDE CISD VENDOR CERTIFICATION FORMS**

## **(STATE & EDGAR CERTIFICATIONS)**

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### **CERTIFICATION REGARDING TERRORIST ORGANIZATIONS (SB 252)**

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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

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### **CERTIFICATION REGARDING BOYCOTTING OF ISRAEL (HB 89)**

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

\_\_\_\_\_Initials of Authorized Representative of Vendor, if applicable

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### **CERTIFICATION REGARDING CONTRACTING INFORMATION**

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

\_\_\_\_\_Initials of Authorized Representative of Vendor, if applicable

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### **CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES**

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If (a) vendor is not a sole proprietorship; (b) vendor has ten (10) or more full-time employees; and (c) this agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87<sup>th</sup> session), vendor hereby certifies and verifies that vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott

energy companies and will not boycott energy companies during the term of the agreement. For purposes of this agreement, the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” *See* TEX. GOV’T CODE § 809.001(1).

\_\_\_\_\_Initials of Authorized Representative of Vendor, if applicable

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#### **CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

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

\_\_\_\_\_Initials of Authorized Representative of Vendor, if applicable

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#### **CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

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Uvalde CISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by Uvalde CISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this agreement, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” *See* TEX.

GOV'T CODE § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). Vendor verifies and certifies that vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

\_\_\_\_\_Initials of Authorized Representative of Vendor, if applicable

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200 (EDGAR CERTIFICATIONS)**

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The following provisions are required and apply when federal funds are expended by Uvalde CISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or purchase order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the contract/PO between Uvalde CISD and vendor in all situations where vendor has been paid or will be paid with federal funds:

**(A) *[Applicable only to contracts in excess of \$250,000]* Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR§200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended by Uvalde CISD, Uvalde CISD 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) *[Applicable only to contracts in excess of \$10,000]* Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by Uvalde CISD, Uvalde CISD 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or Uvalde CISD. Uvalde CISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Uvalde CISD believes, in its sole discretion that it is in the best interest of Uvalde CISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Uvalde CISD as of the termination date if the contract is terminated for convenience of Uvalde CISD. Any award under this procurement process is not exclusive and Uvalde CISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Uvalde CISD.

Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor

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

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

Pursuant to Federal Rule (E) above, when federal funds are expended by Uvalde CISD, the vendor certifies that during the term of an award for all contracts by Uvalde CISD 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) [Applicable to ALL contracts] 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 Uvalde CISD, the vendor certifies that during the term of an award for all contracts by Uvalde CISD 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) [Applicable only to contracts in excess of \$150,000.] Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by Uvalde CISD, the vendor certifies that during the term of an award for all contracts by Uvalde CISD 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) [Applicable to ALL contracts] Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Uvalde CISD, the vendor certifies that during the term of an award for all contracts by Uvalde CISD 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 or by the State of Texas. Vendor shall immediately provide written notice to Uvalde CISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Does vendor agree? YES\_\_\_\_\_Initials of Authorized Representative of vendor

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

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(J) Procurement of Recovered Materials – When federal funds are expended by Uvalde CISD, Uvalde CISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(K) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(L) When federal funds are expended by Uvalde CISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:**

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS - 2 C.F.R. § 200.334**

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When federal funds are expended by Uvalde CISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Uvalde CISD expends federal funds for any contract resulting from this procurement process, vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6321 et seq.; 49 C.F.R. Part 18)

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of Uvalde CISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322**

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As appropriate and to the extent consistent with law, Uvalde CISD, to the greatest extent practicable under a federal award provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all

contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337**

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Vendor agrees that Uvalde CISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to vendor's personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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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

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**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: \_\_\_\_\_

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

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

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





## UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box 1909  
1000 North Getty Street  
Uvalde, Texas 78802-1909

### **CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

UCISD is required to comply with [House Bill 1295](#), which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Uvalde CISD from entering into a contract resulting from the procurement process with a business entity unless the business entity submits a [Certificate of Interested Parties \(Form 1295\)](#) to Uvalde CISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

To review frequently asked questions on Form 1295 go to  
[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

Certificate of Interested Parties (Form 1295) must be filled out electronically with the [Texas Ethics Commission's online filing application](#), printed, signed, and sent to Uvalde CISD if required criteria listed below is met.

The law applies only to a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; **or**
- (2) has a value of at least \$1 million
- (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the government Code.

Gov't Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a). The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A contract *does not* require an action or vote by the governing body of a governmental entity or state agency if:

- (1) the governing body has legal authority to delegate to its staff the authority to execute the contract;
- (2) the governing body has delegated to its staff the authority to execute the contract; and
- (3) the governing body does not participate in the selection of the business entity with which the contract is entered into.

#### **To complete Form 195 the “business entity” or vendor must:**

- (1) complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at <https://www.ethics.state.tx.us/filinginfo/1295/>
  - If no interested parties exist, vendors are still required to complete Form 1295
  - In Section 2, insert “Uvalde Consolidated Independent School District”
  - In Section 3, insert the Uvalde CISD RFP #, Contract #, or Purchase Order #
- (2) print a copy of the completed form (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have authorized agent of the business complete the unsworn declaration and sign the form
- (4) submit the completed and signed form, with the certification of filing to Uvalde CISD

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

**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.

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**