

# Huntington Independent School District

908 N Main

Huntington, TX 75949

(936)876-4287

## Request for Proposal

**For: Authors, Speakers, and Presenters**

Date of Issue: February 12, 2018

You are invited to submit a proposal to provide authors, speakers, and presenters for various events for the Huntington Independent School District (HISD) for the 2018-2019 School Year, with the District's option to renew annually through the 2020-2021 School Year.

Your proposal must be signed by an individual authorized to contractually bind the firm or individual submitting the proposal. A failure to sign the proposal will cause it to be rejected as non-responsive. Proposals must give full firm name and address of Proposer. Person signing the proposal should show title or authority to bind his/her firm in a contract.

Huntington Independent School District

By : *Dianne Holbrook*

Dianne Holbrook, Ed.D.  
Assistant Superintendent,  
Federal Programs

You are representing to Huntington ISD that you are authorized to submit this proposal by signing below.

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Printed Name \_\_\_\_\_

Email \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

## **Huntington Independent School District**

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The District recommends you either hand deliver the RFP proposal to the Federal Programs department at the following address:

Huntington ISD  
Atten: Dianne Holbrook  
1105 North 5th  
Huntington, TX 75949

**Or** have it delivered by a courier type service, such as FedEx or UPS, etc., with a recipient's signature documented time of delivery.

Proposals submitted via the U.S. Postal service are to be mailed to:

Huntington ISD  
Atten: Dianne Holbrook  
P.O. Box 328  
Huntington, TX 75949

The U.S. Postal Service mail goes to our warehouse to be processed before delivery to the departments. Note: Delivery of Proposal envelope to other departments within the Huntington ISD is not considered as delivery to the Federal Programs Department. You may mail the proposal in time, but it may not be received in the Federal Programs Department in a timely fashion, and therefore will be rejected.

Proposals received at the HISD Federal Programs Department after the time and date specified above will not be considered and will be filed unopened. Huntington ISD shall not be held liable for late proposals.

Oral, email, or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. Do NOT fax your submission. Submit one original and 2 copies of the proposal.

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## Instructions to Proposers

**Process Overview:** This section outlines the steps in the procurement process.

Huntington ISD's contact for questions is:

Dianne Holbrook, [dholbrook@huntingtonisd.com](mailto:dholbrook@huntingtonisd.com), 936-876-4287.

Please continually check the district's website for any additional information, [www.huntingtonisd.com](http://www.huntingtonisd.com)

- All required forms must be completed in order to receive consideration for approval to provide services.
- If any exceptions are taken to any requirement in this document, you must indicate the exception taken and a full explanation on the Deviation/Compliance Form (See Required Forms), or as a separate attachment.
- Huntington ISD is exempt from federal excise taxes, state and local sales taxes and use taxes. Do not include these taxes in your proposal.
- The District and Proposer may enter into discussions and revisions of proposal, as necessary.
- No proposal may be withdrawn prior to opening of proposals without written request
- Proposals may be subject to release as public information. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information contained in their proposal.
- Proposals must remain open for acceptance for a period of ninety (90) days to allow time for the district to evaluate.
- The successful proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the District.
- By signing the Request For Proposal, the proposer hereby certifies that he, she, or the firm is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other applicable laws or regulations. The proposer and associated solutions shall be evaluated based on the following selection criteria.

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## Evaluation Factors

| <u>Evaluation Criteria</u>   | <b>Points</b> |
|--|---------------|
| 1. The purchase price  | 15            |
| 2. The reputation of the vendor and of the vendor's goods or services  | 20            |
| 3. The quality of the vendor's goods or services   | 20            |
| 4. The extent to which the goods or services meet the District's needs   | 20            |
| 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 business   | 5             |
| 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: | 5             |
| a. Has its principal place of business in this state   |               |
| b. Employs at least 500 persons in this state  |               |
| 9. Any other relevant factor specifically listed in the Request for Proposal(s)  | 5             |

Per Texas Education Code, subchapter B, Sec. 44.031(b) \*All contents provided in this solicitation , will be considered as an evaluation factor.

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## **Huntington ISD Terms and Conditions**

Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders.

### **Assignment**

Approved Proposer may not assign its rights and duties under an award without the written consent of the District.

### **Termination**

Huntington ISD shall have the right to terminate any award for default if the firm or individual breaches any of the terms.

Huntington ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds.

Huntington ISD may terminate a resulting contract and debar the firm or individual from future "bidding" for violations of the federal requirements.

### **Indemnification**

The Huntington ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

### **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the Huntington ISD to an arbitration resolution of any disagreement under any circumstances.

Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Angelina County, Texas.

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## **Choice of Law**

This contract or award resulting from this procurement process, shall be governed by, construed and enforced in accordance with the laws of the State of Texas.

## **Jurisdiction and Service of Process**

Any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Angelina County, Texas.

## **Payment Terms**

Huntington ISD pays net 30 and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel.

Payment will be made within 30 days after receipt of goods/services and a properly submitted invoice. The District considers an invoice properly submitted when the following conditions are met:

- Invoice is received at the address indicated on the purchase order
- Pricing on the invoice matches the price on the purchase order
- Includes a description of the goods or services provided, the purchase order number, invoice number
- Quantities on the invoice do not exceed those specified on the purchase order
- Merchandise has been shipped or service performed

Purchase orders will be issued prior to any service being performed.

## **Funding Out Clause**

Pursuant to Texas Local Government Code Sec. 27.903, all contracts are approved subject to the budgeting and appropriation of then currently available funds.

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## **Criminal History Checks**

During the term of this agreement, due to potential direct contact with students, the individual or company is responsible for complying with Texas Education Code 22.0834, which requires that all individuals who perform services on Huntington ISD campuses to have a criminal background check.

Prior to providing any services the proposer shall be responsible for providing to HISD a criminal background check that was completed and dated within (1) year of the proposed dates of service.

## **Independent Contractor**

Consultant shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Consultant has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

## **Conflict of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. 200.318(c)(1). Huntington ISD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Huntington ISD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. For more information regarding conflicts of interest, visit the district Conflict of Interest policies located at, <https://www.huntingtonisd.com/>

## **Recorded Retention**

Proposer shall preserve all records relating to this RFP and/or contract for a period of seven(7) Huntington ISD fiscal years or for such longer period as may be required by law, after final payment relating to this project.

Upon request by Huntington ISD, any duly authorized representative of Huntington ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records involving transactions related to this Agreement.

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## **Notification of Material Change**

Proposer is required to notify Huntington ISD when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

## **Force Majeure**

Neither Huntington ISD nor Contractor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

## **Compliance with Applicable Laws and District Policies**

The Provider shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this agreement. Such laws may include, but are not limited to the following:

- Family Educational Rights and Privacy Act (FERPA)
- Protection of Pupil Rights Amendment (PPRA)
- Health Insurance Portability and Accountability Act of 1996 (HIPPA)

District policies may be obtained at [www.huntingtonisd.com](http://www.huntingtonisd.com) under School Board/District Policies.



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## **Scope of Services and Performance Requirements**

### **Period of Performance**

Upon award for the 2018-2019 School Year, with the District's option to renew annually through the 2020-2021 School Year.

It is the intent of Huntington ISD to multiple providers in order to cover the variety of professional development needs throughout the district.

### **About Huntington ISD**

Huntington Independent School District (Huntington ISD or the District), has an enrollment of approximately 1,700 student. The District has 5 campuses servicing students PK-12 grades.

Huntington ISD employs approximately 200 staff, which covers teachers and administrators at all of the schools and Administration offices. Huntington ISD is governed by the Board of Trustees and its Superintendent of Schools.

Additional information about Huntington ISD and Huntington ISD Curriculum can be obtained from the District's website at <https://www.huntingtonisd.com/>.

### **Professional Development**

The Professional Development department oversees all items related to professional learning. The Huntington ISD professional development team works with all district administrators, campus administrators and Huntington ISD staff ensure state and local procedures are set up for effective professional development.

Huntington ISD is accepting proposals from qualified individuals and consultants to provide services to complement and augment the professional development program for staff and administrators on an "As Needed" basis. Multiple providers may be awarded to meet the comprehensive professional development needs of the district.

A sample master contract for professional services is included in the RFP and may be executed with the successful firms and individuals as a result of this process.

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## **Authors, Speaker, & Presenter**

List a minimum of three (3) references from Texas school districts and similar previous clients of similar size and scope for which the proposer has provided requested services.

Identify the specific individual(s) who would serve the district as a primary point of contact and was responsible for the service of the Proposer.

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### 1. References:

| Name  | Telephone Number |
|-------|------------------|
| _____ | _____            |
| _____ | _____            |
| _____ | _____            |

2. Proposer's principal place of business (or main corporate office) is located in \_\_\_\_\_(state).

Proposer's principal place of business is located within the boundaries of Huntington  
ISD?

Yes            No

Does your firm employ at least 500 persons in the state of Texas?

Yes            No

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## **Proposer's Questionnaire**

Proposer's name

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List titles Proposer has written with publisher and copyright of each:

| Title | Publisher | Date  |
|-------|-----------|-------|
| <hr/> | <hr/>     | <hr/> |
| <hr/> | <hr/>     | <hr/> |
| <hr/> | <hr/>     | <hr/> |
| <hr/> | <hr/>     | <hr/> |

List the vendors from whom your books titles can be purchased.

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Provide a brief synopsis of your presentations.

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## **Parameters of your visit:**

Time School Should Allow Per Session

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Age or Grade of Students Recommended as Audience

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Max Number of Students per Session

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Topic(s) Proposer Addresses in Presentation

---

List any other requirements or parameters for your sessions

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**Pricing Structure**

Cost per session or cost per day? Provide details

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List any other costs and/or requirements associated with your presentation/visit.

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List any technology required for your visit that the school should provide.

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If there are other requirements for a school visit, list here.

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Will the proposer sign books?

Yes

No

Will the proposer sell his own books at the school?

Yes

No

If yes, please provide details:

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## **SKYPE**

Does the Proposer do a skype visit?

Yes

No

If the Proposer does a SKYPE visit, provide the details, including cost and times and any other pertinent information for scheduling.

Cost per session

---

Amount of time for session

---

Number to call regarding Skype visit

---

Preferred times of day for Skype visits

---

Preferred student age

---

Preferred number of students

---

Topic information for Skype visit

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## Proposer Contact Information-circle preferred method of initial contact

Email \_\_\_\_\_

PhoneNumber \_\_\_\_\_

Mailing Address \_\_\_\_\_

## Proposer's Questionnaire

### **Proposer's Responsibilities**

- Provide high quality educational presentations.
- Engage attendees through audience participation and discussion.
- Coordinate with staff regarding any special equipment needs.
- Promote your participation in the event on your social media sites.
- Provide all handouts, if any, for district personnel.
- Presenters must have expertise in the topics being presented and demonstrate their ability to tailor their session to meet district needs.
- Presenter qualifications-must have experience in presentation and workshop facilitation.
- Program design and materials must be high quality and clearly organized.
- Presenter must be willing to volunteer his/her time and resources to design and deliver the presentation.

1. Who in the school district would benefit from your presentation?

\_\_\_\_\_  
\_\_\_\_\_

2. What size audience would benefit from your presentation?

\_\_\_\_\_  
\_\_\_\_\_

3. Have you presented this program before at Huntington ISD or another Texas School District?

Yes                  No

4. Will you provide take-away materials/handouts?

Yes                  No

5. Will you use visual aids?

Yes                  No

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6. Are you willing to travel?

Yes

No

7. List any certifications possessed:

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8. Describe your business products and/or services or your proposed topic area(s) in which you have expertise.

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9. Describe your experience as a practitioner and/or presenter in your proposed topic area(s).

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10. What experience have you had as a speaker? Please attach resume of all potential speakers/presenters with general information about their speaking engagements in the last two years, particularly in educational institutions (name of organization, topic who was the audience?)

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11. From the list below indicate at least two (2) education methodologies that is utilized in your workshop

- **Didactic/Lecture**-conveys course content, concepts, principles and relevant research.
- **Discussion**-provides a forum for presenting and sharing ideas, feedback, and responses to questions while demonstrating understanding of activity content and concepts.
- **Case Study**-provide learners with the value of seeing situations in context and “through students’ eyes” and opportunity to analyze and assess the quality and impact of a student-teacher interaction.
- **Role-Play**-provides simulation exercises for the purpose of applying newly learned skills and opportunities for learners to appreciate the student experience.
- **Small Group Presentation**-provides forum for exchanging thoughts, opinions, skill, and reaching consensus.
- **Small Group Exercise**-strengthens learners’ ability to retain information through social interaction involved with cooperative learning.

12. Compensation: Fee(s)

Provide a fee structure for half and full day services or hourly rate and travel expenses below. Also pricing for any/all manuals, course documentation, & other materials that pertain to each service shall be provided in your RFP submittal, clearly marked for evaluation purposes ( if not included in the ½ day full day pricing below).

\$ \_\_\_\_\_ 1/2 day (4 hours)

\$ \_\_\_\_\_ full day (8 hours)

\$ \_\_\_\_\_ per hour

If you have a different pay rate/schedule, please convert it into per 4 hours for ½ day and 8 hours for a full day. Failure to do this may result in the disqualification for your proposal.

Travel Included:                      Yes                      No

\$ \_\_\_\_\_ Travel Expenses (per day/hour/miles)



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## **Required Forms**

- Deviation/Compliance Signature Form
- Confidentiality Declaration Form
- Certification for Criminal History Check
- Conflict of Interest Compliance Form
- Family Conflict of Interest Questionnaire
- Huntington ISD Service Provider Agreement
- All required forms must be completed, signed, and returned with proposal, or the proposal will be deemed non-responsive.

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**Deviation/Compliance Signature Form**

RFP # \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

If the undersigned bidder intends to deviate from the general conditions standard terms and conditions or item specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the standard terms and conditions, item specifications, and all other information contained in this bid invitation.

\_\_\_\_\_ No Deviation

\_\_\_\_\_ Yes Deviation If yes, please list below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## Confidentiality Declaration Form

### **Confidential information submitted in proposal to competitive procurement request for Huntington ISD is governed by Texas Government Code, Chapter 552**

If you consider any portion of your proposal as confidential information and not subject to disclosure pursuant to Chapter 552 Texas Government Code or other laws, you must make a copy of all claimed confidential materials within your proposal and put this completed form as a cover sheet to said materials and place this completed form and the copied materials in a separate envelope and include the confidential materials envelope with your proposal submission. *(The envelope will not be opened unless a Public Information Request is made. You must include the confidential information in the submitted proposal as well. The copy in the envelope is to show HISD which material in your proposal you deem confidential only in the event of a Public Information Request).* You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. You may copy, complete, and affix the following to the envelope containing the copies of the confidential materials. Huntington ISD will follow procedures of controlling statute(s) regarding any claim of confidentiality. Pricing of solicited products or service may be deemed as public information under Chapter 552 Texas Government Code.

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This envelope contains materials for our proposal that I classify and deem confidential under Texas Government Code, Chapter 552 and I invoke my statutory rights to said confidential treatment of the enclosed materials:

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Name of company claiming confidential status of material

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Printed name and signature of authorized company officer claiming confidential status of material.

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|         |      |       |     |       |
|---------|------|-------|-----|-------|
| Address | City | State | Zip | Phone |
|---------|------|-------|-----|-------|

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Enclosed are copies of \_\_\_\_\_pages of confidential material from our proposal to RFP# \_\_\_\_\_

Express Waiver: I desire to expressly waive our claim of confidentiality of any information contained within our proposal to the competitive procurement process by completing the following and submitting this sheet with our proposal Huntington ISD procurement process (e.g. RFP, CSP, Bid, RFP, etc.).

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Name of company expressly waiving confidential status of material

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Printed name and signature of authorized company officer expressly waiving confidential status of material

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|         |      |       |     |       |
|---------|------|-------|-----|-------|
| Address | City | State | Zip | Phone |
|---------|------|-------|-----|-------|

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## Texas Education Code Chapter 22 Certification for Criminal History Check

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Consultants must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

**Definitions: Covered employees:** Employees of a consultant or sub-consultant who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- 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 equivalent offense under federal law or the laws of another state

On behalf of \_\_\_\_\_ (Consultant), I certify that: *(Please circle one)*

- None of the employees of Consultant and any subconsultants are covered employees, as defined above. If this box is checked, I further certify that Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant and any sub-consultant will not become covered employees. Consultant will maintain these precautions throughout the time the contracted services are provided.

**OR**

- Some or all of the employees of consultant and any subconsultant are covered employees.

If this box is checked, I further certify that:

- Consultant has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

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- If Consultant receives information that a covered employee subsequently has a reported criminal history, consultant will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- Upon request, Consultant will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Consultant agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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Company Name

Printed Name of Company Representative

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Signature

Date

For additional information on how to comply with this statute, please contact Huntington  
ISD-936-876-4287

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## Notice to Vendors

### Conflict of Interest Disclosure Statements

### Texas Local Government Code, Chapter 176

Vendors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the vendor's company and an officer of the District.

Vendors are encouraged to review and become familiar with all disclosure requirements of Texas Local government Code, Chapter 176.

#### Conflicts of Interest exist if:

- The person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income;

or

- The person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from vendors regarding each affiliation or business relationship between the vendor and:

- An officer of the District
- An officer of the District that results in the officer or family member receiving taxable income
- An officer of the District that results in the vendor receiving taxable income that does not come from the District
- A corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more
- An employee or consultant of the District who makes recommendations to an officer of the District regarding the expenditure of money
- An officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire
- Any person or entity that might cause a conflict of interest with the District

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Forms must be filed:

- No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity or submits to the entity an application, proposal to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity
- The Vendor is not required to file an updated questionnaire:
  - Not later than September 1 of each year in which a covered transaction is pending, and
  - The seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after February 1, but before September 1 of the year.

Conflict of Interest form:

<https://drive.google.com/file/d/1f9zLEPW56L6IWeTDrh-AWv4cisUL7gw5/view>



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## Agreement Funded by U.S. Federal Grant (Non-Construction Contracts)

The Huntington Independent School District (the District) is required to obtain certain certifications from organizations receiving district payments paid from federal funds budgets. Pursuant to Circular A-110, all contracts, including small purchases, awarded by the District and District's sub-contractors shall contain the procurement provisions of Circular A-110, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the agreement, dated \_\_\_\_\_ (date) (the "Agreement"), between the District and \_\_\_\_\_ (name of vendor)("Vendor") in all situations where the vendor has been paid from federal funds.

- **Equal Employment Opportunity**-In fulfilling its obligations under the Agreement, Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, " and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, department of Labor"
- **Rights to Inventions Made Under a Contract or Agreement**-To the extent that the Agreement requires the performance of experimental, developmental or research work, Vendor agrees that the District shall have rights in any resulting invention in accordance with 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 District from which received financial assistance to carry out the work contemplated by the agreement.
- **Clean Air Act** (42 U.S.C 7401 et seq.) and the Federal Water Pollution control Act (33 U.S.C. 1251 et seq.), as amended-In the event that the fees payable to Vendor under the Agreement exceed \$100,000, Vendor agrees to comply with all applicable, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Awaiting Agency and the Regional Office of the Environmental Protection Agency (EPA).
- **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)-In the event that the fees payable to Vendor under the Agreement exceed \$100,000, vendor shall file the certification required under 31 U.S.C. 1352. Each tier shall certify 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

## Huntington Independent School District

908 N Main

Huntington, TX 75949

(936)876-4287

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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the vendor.

- **Debarment and Suspension** (E.O.s 12549 and 12689)-Vendor certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- **Access to Records**-Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Vendor that are directly pertinent to Vendor's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
- **Applicability to Subcontractors**-Vendor agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

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Company or Individual Name

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Corporate Officer's signature

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Printed Name

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Street Address

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City, State, Zip Code