



RFP #F1086A-25

Special Education Contracted Services

Issue Date: 8/28/2026

Questions Deadline: 9/8/2026 02:00 PM (CT)

Response Deadline: 9/22/2026 02:00 PM (CT)

Contact Information

Contact: June McMahon - Assistant Director

Address: Procurement Department

1565A West Main Street

Lewisville, TX 75067

Phone: (972) 350-4759

Email: mcmahonjr@lisd.net

Event Information

Number: RFP #F1086A-25
Title: Special Education Contracted Services
Type: Request for Proposal - Formal
Issue Date: 8/28/2026
Question Deadline: 9/8/2026 02:00 PM (CT)
Response Deadline: 9/22/2026 02:00 PM (CT)
Notes: **IF YOU ARE ALREADY AN AWARDED VENDOR ON RFP #2832(A-E)-21 PLEASE RESPOND TO THIS RFP. RFP #2832(A-E)-21 WILL EXPIRE ON 12/31/26 WITH NO RENEWALS**

Lewisville Independent School District ("LISD, "District") is accepting proposals for qualified persons and/or companies to provide various Special Education Contracted Services in accordance with federal and state regulations, including the Disabilities Education Act (IDEA). These services shall be purchased on an "As Needed" basis, with LISD making the sole determination of need. Multiple provider awards are anticipated to provide LISD with a variety of resources for needed services. Services requested include, but not limited to: evaluation, consultation, and direct services.

All interested vendors, including sole source providers, are encouraged to respond to this request for proposal in its entirety and should submit all required bid attachments regardless of sole source status to be considered.

Missing or incomplete information will have a negative impact on vendor evaluations.

This request for proposal is being issued in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200 requirements to procure vendors who provide services purchased by LISD using federal dollars. This proposal may also be used with local, state, federal and grant funded programs.

RFP #F1086A-25 shall be awarded at District discretion, to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The District's decision to make multiple awards or a single award will be based upon the District's sole discretion regarding the type of products and/or services that provides best value to The District.

The anticipated term of this proposal shall be from November 2026 - September 2027.

Dependent on the long-range needs of the District, if vendor does not notify the District 90 days before any renewal date(s), the District will auto-renew the bid under the existing terms and conditions. If vendor does not wish to renew, or wishes to renew with new terms and conditions, please contact LISD within 90 days of the renewal term. There will be two successive renewals, each consisting of a two year term.

Initial Anticipated Contract Term: November 2026 - September 2027
Tentative Second Term - Renewal Option: September 2027 - September 2029

Bid Activities

Release of Proposal	8/28/2026 7:00:00 AM (CT)
Deadline for Questions	9/8/2026 2:00:00 PM (CT)
Respond to Questions	9/10/2026 5:00:00 PM (CT)
Deadline for Submittal	9/22/2026 2:00:00 PM (CT)
(Tentative) Recommendation to Board of Trustees	11/9/2026 7:00:00 PM (CT)
(Tentative) Effective Date of Award	11/10/2026 12:00:00 AM (CT)

Bid Attachments

W-9 Form - Rev 2024.pdf W9 - v 2024	Download
1295_Form_(unsworn_declaration) 082522.pdf Certificate of Interested Parties (Form 1295)	Download
LISD_Contracted_Services_Insurance_Requirements.pdf LISD_Contracted_Services_Insurance_Requirements	Download
Vendor Insurance Acknowledgment_11-3-2023 (002).pdf LISD Vendor Insurance Acknowledgment	Download
LISD Public Records Agreementdocx.pdf LISD Public Records Agreement	Download
TX_NDPA_V1_with_exhibit.pdf National DPA	Download
LISD Terms and Conditions 071725.pdf LISD Terms and Conditions 071725	Download
LISD Public Records Agreement. v2 081126pdf.pdf LISD Public Records Agreement v2	Download
preemployment-preservice-affidavit-tec-22a055.pdf PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES	Download

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

If Vendor, or vendors employees, will be coming onto LISD property, please fill out this affidavit and attach it to your bid response in the response attachments tab.

Requested Attachments

Insurance Certificate

(Attachment required)

Please save as Company Name COI [Example: ABC Company COI] **PLEASE SAVE AS A PDF**

Form 1295

(Attachment required)

Please save as Company Name 1295 [Example: ABC Company 1295] **PLEASE SAVE AS A PDF**

W-9 Form

(Attachment required)

MUST BE THE 2024 VERSION OF THE W9 FORM

Please save as Company Name W9 [Example: ABC Company W9] **PLEASE SAVE AS A PDF**

LISD Public Records Agreement

(Attachment required)

Please save as Public Records Agreement [Example: ABC Company Public Records Agreement] **PLEASE SAVE AS A PDF**

Catalog / Pricing

(Attachment required)

Attach your fee schedule for services proposed

Catalog/Price list **MUST** be included or proposal may not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or a searchable PDF preferred.

NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED.

Please save as Company Name Pricing [Example: ABC Company Pricing] **PLEASE SAVE AS A PDF**

Vendor Insurance Acknowledgment

(Attachment required)

Please save as Company Name Vendor Insurance Acknowledgement [Example: ABC Company Vendor Insurance Acknowledgement] **PLEASE SAVE AS A PDF**

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT

(Attachment required)

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

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

Please fill out this affidavit and attach it to your bid response in the response attachments tab.

Company Overview and Relevant Experience

(Attachment required)

Please save as Company Name COI [Example: ABC Company Company Overview] **PLEASE SAVE AS A PDF**

Resume / Qualifications of Personnel

(Attachment required)

Please save as Company Name COI [Example: ABC Company Resume] **PLEASE SAVE AS A PDF**

Licenses / Certificates

(Attachment required)

Please save as Company Name COI [Example: ABC Company Licenses] **PLEASE SAVE AS A PDF**

Evidence of Experience

(Attachment required)

Please save as Company Name COI [Example: ABC Company Experience] PLEASE SAVE AS A PDF

Texas Data Privacy Agreement

Please save as Company Name TDPA [Example: ABC Company TDPA] PLEASE SAVE AS A PDF

Bid Attributes

1	Non-Collaboration Agreement It is hereby stated and serves as notice that if any collaboration was provided in the development of this bid and/or the outline and details of the bid specifications of this bid and any related documents, that the vendor, company, or firm will not be eligible or considered for award of this bid. Do you understand and agree? ☐ Yes ☐ No <i>(Required: Check only one)</i>
2	Scope of Work IF YOU ARE ALREADY AN AWARDED VENDOR ON RFP #2832(A-E)-21 PLEASE RESPOND TO THIS RFP. RFP #2832(A-E)-21 WILL EXPIRE ON 12/31/26 WITH NO RENEWALS Lewisville Independent School District ("LISD, "District") is accepting proposals for qualified persons and/or companies to provide various Special Education Contracted Services in accordance with federal and state regulations, including the Disabilities Education Act (IDEA). These services shall be purchased on an "As Needed" basis, with LISD making the sole determination of need. Multiple provider awards are anticipated to provide LISD with a variety of resources for needed services. Services requested include, but not limited to: evaluation, consultation, and direct services. All interested vendors, including sole source providers, are encouraged to respond to this request for proposal in its entirety and should submit all required bid attachments regardless of sole source status to be considered. Missing or incomplete information will have a negative impact on vendor evaluations. This request for proposal is being issued in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200 requirements to procure vendors who provide services purchased by LISD using federal dollars. This proposal may also be used with local, state, federal and grant funded programs.
3	LISD Demographics Lewisville ISD encompasses 127-square miles and serves 44,000 students from thirteen municipalities including Argyle, Carrollton, Coppell, Copper Canyon, Double Oak, Flower Mound, Frisco, Grapevine, Highland Village, Hebron, Lewisville, Plano and The Colony.

4 Length of Contract

RFP #F1086A-25 shall be awarded at District discretion, to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The District's decision to make multiple awards or a single award will be based upon the District's sole discretion regarding the type of products and/or services that provides best value to The District.

The anticipated term of this proposal shall be from November 2026 - September 2027.

Dependent on the long-range needs of the District, if vendor does not notify the District 90 days before any renewal date(s), the District will auto-renew the bid under the existing terms and conditions. If vendor does not wish to renew, or wishes to renew with new terms and conditions, please contact LISD within 90 days of the renewal term. There will be two successive renewals, each consisting of a two year term.

Initial Anticipated Contract Term: November 2026 - September 2027

Tentative Second Term - Renewal Option: September 2027 - September 2029

Tentative Third and Final Term - Renewal Option: September 2029 - September 2031

5 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. ***Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes.***

6 Communications Statement

Communications: Contact between vendors and LISD personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact LISD personnel may result in disqualification. All communication shall go through the Procurement & Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the District will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this request for proposal. The Vendors will be responsible for checking the website for any posted addenda.

7 Vendor Communication Process

All vendor communications must be directed in writing to: June McMahon, Senior Buyer, Administrative Center, Procurement & Contracts Department 1565-A West Main St., Lewisville, TX 75067 Telephone: (972) 350-4759 Email: mcmahonjr@lisd.net

8 Submission Response

Electronic bids and manual bids must be received in the Lewisville Independent School District Procurement & Contracts Department office before the hour and date specified. **DO NOT FAX OR EMAIL YOUR BID!**

If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

Electronic bids are to be submitted in the Lewisville ISD online procurement system (the IonWave bidding system) unless otherwise specified in the bid document. Forms are provided for download to be completed and then attached to the bid document.

Manual bids shall be completed on the forms provided. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each manual bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened as shown in the "Notice to Bidders". Please note that the words "proposal" and "bid" may be used interchangeably throughout this packet but shall have the same meaning. The words "bidder" and "vendor" may also be used interchangeably.

Only one format is needed. For any questions, please contact the Procurement and Contracts Department at 972-350-4749.

9 Proposal Opening

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement & Contracts Department at 972-350-4749.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next district calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

10 Proposal Preparation and Response Costs

All travel, proposal preparation costs, and any costs related to the Vendors submitting a response to this proposal request shall be borne by the Vendor. The District will not be responsible for any vendor expenses attributable to the preparation or response to this proposal request.

11 Acceptance

LISD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer(s) most advantageous to the District. Contract, to awarded vendor(s), will be based on the determined "Best Value for the District." The Board of Trustees reserves the right to reject any/or all proposals and to approve any proposal deemed most advantageous to Lewisville Independent School District and to waive any informalities in offering.

12 Award Statement for Proposal

This Proposal may be awarded to one or multiple vendors by line item, section, or package as determined to be the best value to Lewisville Independent School District. LISD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the District.

**1
3 Contract**

Contract shall be put into effect by means of a purchase order(s) executed by the District after proposal has been awarded. Transfer of Contract by vendor is prohibited unless approved by the LISD Procurement and Contracts Department.

By submitting a response, the Vendor represents that the person responding is authorized to enter into a resulting Contract on its behalf. This proposal request and its attachments, the Vendor's response and response attachments, any additional amendments/Contract executed by both parties pursuant to this proposal request or any resulting contract, and the LISD purchase order constitute the entire contract. A Contract shall be put into effect by means of a LISD purchase order(s) executed by the District, after the Vendor has been awarded by the LISD Board of Trustees. Transfer/Assignment of Contract by the Vendor is prohibited unless agreed upon in writing by the LISD Procurement and Contracts Department.

- 1) The constitution, statutes, and laws of the State of Texas
- 2) LISD issued additional signed addendums/agreements signed by both parties and pursuant to the proposal
- 3) LISD's purchase order
- 4) The proposal request
- 5) Vendor's attribute and line item responses to the proposal request
- 6) All attachments provided by LISD in the proposal request or any additional references by LISD
- 7) Vendor's response to this proposal request
- 8) All additional attachments to the proposal response by the responding Vendor.

The proposal or any resulting agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Lewisville ISD Board Policy dictates the authorized representative for Lewisville ISD.

**1
4 Cancellation of a purchase order of agreement**

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

**1
5 Contract Dispute Resolution**

All disputes arising in connection with the Contract formed as a result of this proposal shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of thirty (30) calendar days, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available by law or in equity.

**1
6 Proposal Disclosure**

A. All proposals received shall remain confidential until a Contract resulting from this proposal is awarded by the LISD Board, thereafter the proposal shall be deemed a public record. In the event that a proposer desires to claim that portions of its proposal are exempt from disclosure, the proposer must mark such portions as "Confidential and Proprietary" and LISD may submit such information to the Texas Attorney General for a ruling as to whether the information is exempt from disclosure.

B. Until a Contract resulting from this proposal is executed, no employee, agent or representative of any proposer shall make available or discuss its proposal with the press, any elected or appointed official or officer of LISD, or any employee, agent, or other representative of LISD, unless specifically allowed to do so in this proposal or in writing by LISD for the purposes of clarification, evaluation and/or negotiation.

C. Proposers shall not issue any news release(s) or make any statement to the news media pertaining to this proposal or any proposal and/or Contract or work resulting there from without the prior written approval of LISD, and then only in cooperation with LISD.

D. Please complete the LISD Public Records Agreement, in the Attachments tab, and submit it with your bid response.

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Right to Terminate

The District has the right to terminate this Contract for convenience, without penalty, if the District fails to appropriate funds or provide for a renewal of a Contract, following delivery of notice to the vendor within (15) days specifying the extent to which performance here-under is terminated and the date upon which such termination becomes effective.

The absence of appropriated or other lawfully available funds shall render the Contract Award null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Vendor.

The District shall provide the Vendor written notice of the failure of the District to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract Award, or the reduction of any appropriation for any fiscal year to pay the amounts due under the Contract Award, or the reduction of any appropriation to an amount insufficient to permit the District to pay its obligations.

The District's payment obligations are payable only and solely from funds appropriated and available for the purpose of the purchase.

Any Purchase Order resulting from a request for proposal is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part. If funds are not appropriated by the Lewisville ISD Board of Trustees or otherwise not made available to the District.

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Renewal of Agreements

The scheduled Contract termination date shall be the last date of the month of the last month of the Contract's legal effect.

Example: *If the Contract is scheduled to end on May 23, the anniversary of the award, it would actually be extended to May 31 in the last month of the last year the Contract is active.*

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Renewals

This bid will **automatically renew** depending on the long-range needs of the District, and providing that vendor(s) and Lewisville ISD remain in good standing. Awarded vendor(s) shall submit in writing, no later than (90) ninety days prior to renewal date, any changes in pricing or procedures or cancel notification if vendor does not want to renew the bid.

Lewisville ISD has the option to extend this RFP at the end of the performance period for up to 90 days if determined to be in the best interest of the district to ensure availability of products and/or services.

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Survival Clause

All applicable sales, supplemental agreements, Contracts, software license Contracts, warranties or service agreements that were entered into between the Vendor and LISD under the terms and conditions of this Contract, shall survive the expiration or termination of this Contract. All Orders, Purchase Orders issued or Contracts executed by LISD and accepted by the Vendor prior to the expiration or termination of this Contract, shall survive expiration or termination of the Contract, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this Contract.

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Oral Statement

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract.

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Applicable Law and Venue

Any resulting Contract is governed by, and subject to, the laws of the State of Texas without regard to conflict of law principles. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties, State of Texas shall be the exclusive jurisdiction and any such litigation shall be conducted only in the courts of Denton County, Texas, or the federal courts for the United States for the Eastern District of Texas, and no other courts.

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Severability

A declaration by any court, or other binding legal source, that any provision of the Contract formed out of this proposal is illegal and void, will not affect the legality and enforceable of any other provision of the Contract, unless mutually dependent.

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No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under a contract formed out of this Request for Proposal, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

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Bid Number on Quotes

Quotes may be requested by LISD locations and **quotes MUST include bid number RFP #F1086A-25** and any/all free items. If a catalog discount has been offered to the District, the discount must be listed on the quote.

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Quotes

When getting a quote for products and/or services, using federal funds, the District shall obtain an adequate number of quotes from qualified vendors to make price comparisons and ensure that the best value is being provided to the District. Best value involves considering several factors, which may include but are not limited to price, quality, availability, delivery timing, support, and other relevant factors.

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Duties of Vendor

All specifications, terms, conditions, requirements, any other part of the proposal request, and if awarded the performance of the resulting Contract, regardless of the use of any employee, agent, subcontractor or third party acting on behalf of the Vendor, shall be fully upheld at the sole liability of the Vendor. It is the Vendor's responsibility to ensure that all aspects of this proposal request, or if awarded resulting Contract is adhered to. No third party Contracts, or any Contract between the Vendor and any third party, whether enacted or implied, shall bear any liability on the District.

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Right to Use and Duplicate

The Lewisville Independent School District reserves the right to use and duplicate as often as necessary any material that is submitted by the Vendor(s).

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Payment for Goods and Services

Payment for goods and services shall be governed by Texas Government Code 2251. Upon the Vendor's request, LISD shall furnish applicable tax exemptions that the District holds. The District may dispute an invoice by providing an explanation of the basis for the dispute. The Vendor shall be responsible in securing credit memos, as may be needed, for any problems that may occur during the length of this proposal for any reason, including but not limited to over priced items, incorrect shipping charges, standard returns, or any charges not in accordance with this Request for Proposal.

All invoices shall be submitted to the LISD Accounts Payable Dept. at invoices@lisd.net. All invoices must have PO number and RFP #F1086A-25 referenced on the invoice.

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Ship To

Each purchase order will have a separate "Ship To" address on it. All shipments are to be made to the Ship To address indicated on the purchase order.

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Packing List

A packing list of all enclosed items per box should be included with each box delivered. Purchase order number must be shown on all packing lists and invoices.

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Additional General Conditions

1. If any work is completed on district premises, when the Vendor arrives at any school/facility, it is required that the Vendor's representatives report to the District designated project manager, and to the main office when open, and sign in. If the Vendor is working multiple days, they are required to report on a daily basis and sign in. Proper clothing will be worn at all times. Sleeved t-shirts and long pants are the preferred attire with the company logo on the shirts. Any deviation from this will be reviewed for acceptance. LISD requires all vendors doing business on LISD property to have their employees and vehicles easily identifiable from company logos on items such as vehicles, ball caps, shirts, and/or ID badges.
2. Alcohol, tobacco, and firearms are prohibited on all district property.
3. Any damage done to LISD property or its customer's property is the sole responsibility of the Vendor.
4. Vendors response shall include any and all costs within their proposal response, including but not limited to costs of bonding, insurance, delivery, permits, specialized equipment, or any other cost necessary.
5. Any product provided is to be factory new, and carry full factory warranty. No refurbished units.
6. The Vendor shall be solely responsible for its use of any subcontractor or any third-party acting on behalf of the Vendor.
7. Once a project begins, the Vendor selected must finish the work.
8. Vendor is to adhere to all specifications within this proposal request or otherwise attached. Any instance where any requirement is unclear or not specified, it shall not affect adherence to any other specification, and the Vendor shall use commercially reasonable efforts to satisfy any such requirement.

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Reasonable Access

LISD will provide the Vendor, or the Vendor's third party performing on the Vendor's behalf, reasonable working area and access to LISD premises to provide services or install, inspect, maintain, repair, service, or to retrieve any of the Vendor's equipment solely related to this request for proposal.

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Inside Delivery Requirement

ALL LISD orders require INSIDE DELIVERY, INSTALLATION (WHEN ITEM REQUIRES), AND TRASH REMOVAL (WHEN ITEM REQUIRES).

Quotes should include inside delivery, installation (when required), and trash removal (when required). LISD employee's and/or students WILL NOT be responsible for transporting any items from delivery trucks into the school or facility. Deliveries will be REFUSED and re-delivery expenses will fall to the Vendor should vendor attempt to delivery outside of the above instructions.

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Summer Deliveries and Holidays

PLEASE NOTE ANY DELIVERY AND/OR CLOSURE DATES FOR LISD SUMMER SCHEDULES AND HOLIDAYS STATED ON THE PURCHASE ORDER. ANY DELIVERY ATTEMPTS MADE OUTSIDE OF THE SPECIFIED DELIVERY INFORMATION ON THE PURCHASE ORDER WILL BE REFUSED AND THE VENDOR WILL BE RESPONSIBLE FOR THE COST OF RE-DELIVERY.

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Freight Terms

All deliveries shall be to the location specified on the purchase order, be freight prepaid, F.O.B. destination, and pricing shall include all shipping, handling, freight, and/or inside delivery charges. "Tail gate" deliveries and/or deliveries requiring Lewisville ISD to unload may be refused.

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Senate Bill 9

Vendor accepts full responsibility for adhering to Senate Bill 9 requirements. At no time shall vendor(s) or vendor's employees, agents or subcontractors have unsupervised contact with students.

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Government Code Chapter 2272 - Non-abortion provider or affiliate

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any Contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship.

By submitting a proposal in response to the request for proposal, you are certifying to the District that you or your company do not have such an affiliation or contractual relationship.

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PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

Sec. 2252.151. DEFINITIONS. In this subchapter: (1) "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189. (3) "Governmental Contract" means a Contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a Contract to obtain a professional or consulting service subject to Chapter 2254. (4) "Governmental entity" has the meaning assigned by Section 2252.001. Sec. 2252.152.

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental Contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153.

LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have Contracts with or provide supplies or services to a foreign terrorist organization. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a Contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

DO YOU OR YOUR COMPANY ENGAGE IN BUSINESS WITH IRAN, SUDAN, OR ANY FOREIGN TERRORIST ORGANIZATION? IF YES, LISD WILL NOT BE ABLE TO DO BUSINESS WITH YOUR COMPANY.

☐ YES ☐ NO

(Required: Check only one)

4
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Laws, Regulations, Standards, Licensing

LISD requires vendor to certify that during the term of an award by the LISD resulting from this procurement process the Vendor will be in compliance with mandatory federal health and safety certifications, local, state or federal laws, regulations, standards, licensing, and policies.

Do you certify to comply with all mandatory federal health and safety certifications, local, state or federal laws, regulations, standards, licensing, and policies, as they apply to this Contract?

☐ Yes, I certify to comply

(Required: Check only one)

4
1**Not Boycott Israel (Sec. 808.001)****EVALUATION CRITERIA**

Texas Government Code 2271.002 requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- does not boycott Israel; and
- will not boycott Israel during the term of the contract.

As amended by HB 793 (2019) this section applies ONLY to a contract that:

- is between a governmental entity and a company with 10 or more full-time employees; and
- has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Texas Government Code 808.001 Definitions:

- "Boycott Israel" means 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 specifically 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;
- "Company" means a for-profit sole proprietorship, organization, 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 those entities or business associations that exists to make a profit. And as amended by HB 793 (2019), "except that the term does not include a sole proprietorship".

By signing below, I hereby depose and verify that my company does not and will not boycott Israel during the term of any resulting contract. Furthermore, my company shall indemnify and hold harmless Lewisville ISD, its officials and employees from any and all claims, damages, and costs of any nature based upon Lewisville ISD's reliance on this verification.

Select from the Drop-Down List below. This is your electronic signature:

☐ Company does NOT and will NOT boycott Israel ☐ Exemptions Apply per HB 793 (2019) Revisions

(Required: Check only one)

4
2**Felony Conviction Notification**

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a Contract with a school district must give advance notice to the district if the person or 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 a felony." Subsection (b) states "A school district may terminate a Contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the Contract."

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

☐ Yes ☐ No ☐ Publicly Held

(Required: Check only one)

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3**Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If none, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

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4**Criminal Background Check Requirement**

If an employee of a vendor is covered under SB 9, the vendor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the vendor is then required to certify to the district that the criminal history check has been performed. The vendor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a vendor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the Contract with the District. * The particular employee will have contact with students. A contractor or sub-contractor may not work on district property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A vendors violation of this section shall constitute substantial failure. If the Vendor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Contract showing compliance. Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property.

☐ Yes. Vendor certifies ☐ No, Vendor does not certify

(Required: Check only one)

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5**Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental Contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable Contract in the state in which the nonresident's principal place of business is located; or
(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable Contract in the state in which a majority of the manufacturing relating to the Contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental Contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable Contract in:

(1) the state in which the nonresident's principal place of business is located;
or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the Vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

☐ Yes ☐ No

(Required: Check only one)

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Non - Collusion

Vendor certifies under penalty of perjury that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid.

Failure to certify will render bid non-responsive and will not be considered for award.

Does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, Vendor does not certify

(Required: Check only one)

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Place of Business

For the 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 Vendors ultimate parent company or majority owner: 1. Has its principal place of business in the state of Texas; OR 2. Employs at least 500 persons in this state ~~~ IS YOUR PARENT COMPANY OR MAJOR OWNER A TEXAS BASED BUSINESS?

☐ Yes ☐ No

(Required: Check only one)

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of Employees

For the 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 Vendors ultimate parent company or majority owner;

1)Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

☐ Texas based business ☐ Not Texas based business, more than 500 employees

☐ Not Texas based business, less than 500 employees

(Required: Check only one)

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Non-resident Bidder's Certification

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

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Conflict of Interest Questionnaire

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.

Does the Vendor have conflict of interest with Lewisville Independent School District?

☐ Yes ☐ No

(Required: Check only one)

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PROPOSAL SPECIFICATIONS

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Must attach in the response attachments tab

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

Required:

1. 1295 form
2. Insurance Certificate of Insurance (Acord)
3. W9
4. Proposal / Catalog
5. TX_NDPA - Data Privacy Agreement (DPA) - Only required if your company will have access to the LISD network, are providing software products, OR have access to or collect any district or student personally identifiable information.
6. Public Records Agreement
7. Preservice-affidavit - required if the vendor would be providing services during contract performance.

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3**Final Evaluation Criteria - Points**

Final evaluation of proposal response will be based on the Texas Educational Code §44.031(b). LISD will not award proposals on the basis of low price alone. A criteria and points will be used in weighting which proposal(s) offer the best overall product, service and references for the intended purpose.

Evaluation criteria for this proposal will be per the following:

Purchase Price - 30 Points

Catalog/Price list MUST be included or proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or a searchable PDF preferred.

[\(Area of Pricing\)](#)

Volume and Additional Discounts to District - 10 Points**Vendor's minimum percentage discount - 10 pts [\(Area of Pricing\)](#)**

Does Vendor agree to honor the Minimum Percentage Discount off their LISD "Catalog Pricing" that Vendor proposed for all district sales made for the duration of the Lewisville ISD Contract?

Reputation of the Vendor and their goods and/or services - 15 Points [\(Area of References\)](#)

References or any other available information known to LISD may be used to score this criterion. [\(Area of Proposal Specifications - References\)](#)

[DO NOT USE LISD OR LISD EMPLOYEES AS A REFERENCE.](#)

Quality of the Vendor's goods or services - 10 Points

Any available information known or available through the proposal response or otherwise to LISD may be used to score this criterion. [\(Area of Specifications\)](#)

Extent to which the goods and/or services meet the District's needs - 10 Points

LISD evaluators will determine if the Vendor provides value to LISD and if the goods and/or services offered by the Vendor meet the needs outlined in the solicitation. [\(Products and/or Services Offered, Delivery\)](#)

Vendor's past relationship with the District - 2 Points

Negative past relationship scores -2 points, no past relationship scores 0 points, positive past relationship scores 2 points.

Impact on the District's compliance with laws and rules relating to Historically Underutilized Businesses - 0 Points

Total long-term cost to the District - 0 Points

Principal place of business or number of employees in the State - 0 Points

Other relevant factors specifically listed in this request for proposal - 13 points

Any available information known or available through the proposal response or otherwise to LISD may be used to score this criterion. [\(Deviations and Exceptions, Insurance provided meeting the LISD insurance requirements, 1295 form complete and provided\)](#)

Total Points - 100

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CONTRACTED SERVICES

5 5	The specific jobs titles sought by LISD are, but not limited to: Therapy Services - Speech/Language Pathologists/CF's, Occupational Therapists, Physical Therapists, Audiologists, Music Therapists, Therapy Assistants (SLPA, OTA, PTA) Behavioral Services - Licensed Professional Counselor, School Psychologists, Licensed Social Workers, Mental Health Counselors, Educational Diagnosticians, School Counselors, Board Certified Behavior Analyst Education-Contract Services - Special Education Teachers, Teachers of the Deaf & Hard of Hearing, Teachers of the Visually Impaired, Sign Language Interpreters, Adaptive Physical Education Teachers School Nursing Services - Certified School Nurses, Licensed Registered Nurses, Licensed Practical Nurses, Licensed Vocational Nurses Autism and Behavioral Support Services - Board Certified Behavioral Analysts (BCBA's), Registered Behavioral Technicians (RBT's), Behavioral Technicians, Paraprofessionals, Instructional Aides Teachers - Special Education Teachers, Special Education Aide, Adaptive Physical Education Teacher, Translation and Interpretation Services including remote. Brailist Services As well as other Specialties or Services not listed above.
5 6	Full and Individual Initial Evaluation Services (FIE's) Evaluation that is performed, at no cost to the parent, to ensure that a student has a disability and to identify all the special education or related service needs of a student. The evaluation is not a single test and should cover all areas of suspected disability.
5 7	Independent Educational Evaluations (IEE's) Evaluation conducted by a qualified examiner who is not employed by the Local Education Agency (LEA) responsible for the education of the child being evaluated. Evaluations may include but are not limited to intellectual, achievement, emotional/behavioral (psychological) adapted physical education, sensory needs and music therapy as it relates to the child's educational needs.
5 8	Direct Services Direct services provided according a student's individualized education plan (IEP) by qualified provider (certification, licensure, endorsements).
5 9	Reports A written report of the results must be provided to the district and parent specifying the area(s) related to the specific evaluation(s) within a reasonable time frame not to exceed one year of the agreement.
6 0	District Access The Discipline Director will assign the contractor to specific campuses and students. The District agrees to grant the Contractor access to the District including observation of the student during instruction time.
6 1	Records Disclosure Contractor cannot disclose education records concerning students enrolled in the District to a third party, without the prior written consent of the parent or adult student, pursuant to 34 C.F.R. §§99.31 & 99.32.
6 2	Education Records Contractor shall return all education records concerning students enrolled in the District and pertaining to the evaluation within 10 calendar days of completion of the final report. Evaluator shall provide original copies of all evaluation protocols to the District to be maintained by the District as education records of the student.

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PROPOSAL QUALIFICATIONS
Evaluation Criteria Area

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Minimum Qualifications for Contract Services

Below is a list of the minimum qualifications that will be accepted by Lewisville ISD. Executive Summary/Proposal is a required attachment that identifies the history and qualification(s) of the Contractor to provide services that will be of benefit to the Lewisville ISD.

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Speech Pathologist

1. Master's Degree from an ASHA accredited university, Licensure by the Texas Department of Health to practice Speech Pathology in the public schools, ASHA Certificate of Clinical Competency preferred.
2. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
3. Provide speech therapy services to individual students; consult with teachers, staff and parents on classroom interventions and techniques.
4. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
5. Maintain accurate and complete data of services provided and student progress as required by LISD in the District web-based program.
6. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
7. Maintain the duty hours of the assignment as determined by the department.
8. Must be able to travel to multiple job sites throughout the day.

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Assessment Specialist/Diagnostician

1. Master's Degree with a certification from the Texas State Board for Educator Certification as an Educational Diagnostician.
2. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
3. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
4. Maintain accurate and complete data of services provided and student progress as required by the District.
5. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
6. Maintain the duty hours of the assignment as determined by the department.
7. Must be able to travel to multiple job sites throughout the day.

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School Psychologist

1. School Psychologist shall be currently licensed as a Specialist in School Psychology (LSSP) through the Texas Board of Examiners of Psychologists (TSBEP)(fully licensed without any requirements for supervision).
2. Must be in good standing with the TSBEP (the board).
3. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
4. Provide psychological services to individual students; consult with teachers, staff and parents on classroom interventions and techniques.
5. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
6. Maintain accurate and complete data of services provided and student progress as required by LISD in the District web-based program.
7. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
8. Maintain the duty hours of the assignment as determined by the department.

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Occupational Therapist

1. Occupational Therapist must be currently licensed to practice Occupational Therapy in the state of Texas.
2. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
3. Provide occupational therapy services to individual students; consult with teachers, staff and parents on classroom interventions and techniques.
4. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
5. Maintain accurate and complete data of services provided and student progress as required by LISD in the District web-based program.
6. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
7. Maintain the duty hours of the assignment as determined by the department.
8. Must be able to travel to multiple job sites throughout the day.

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Physical Therapist

1. Physical Therapist must be currently licensed to practice physical therapy in the state of Texas.
2. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
3. Provide physical therapy services to individual students; consult with teachers, staff and parents on classroom interventions and techniques.
4. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
5. Maintain accurate and complete data of services provided and student progress as required by LISD in the District web-based program.
6. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
7. Maintain the duty hours of the assignment as determined by the department.
8. Must be able to travel to multiple job sites throughout the day.

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Audiologist

1. Audiologist shall be currently licensed to practice audiology in the state of Texas.
2. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
3. Provide audiology services to individual students; consult with teachers, staff and parents on classroom interventions and techniques.
4. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
5. Maintain accurate and complete data of services provided and student progress as required by LISD in the District web-based program.
6. Maintain audiology equipment and make recommendations for repairs and replacements.
7. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
8. Maintain the duty hours of the assignment as determined by the department.

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Music Therapist

1. Music Therapist shall be currently licensed to practice Music Therapy in the state of Texas.
2. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
3. Provide music therapy services to individual students; consult with teachers, staff and parents on classroom interventions and techniques.
4. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
5. Maintain accurate and complete data of services provided and student progress as required by LISD in the District web-based program.
6. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
7. Maintain the duty hours of the assignment as determined by the department.

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Licensed Professional Counselor

1. The Licensed Professional Counselor shall be currently licensed to practice as a Licensed Professional Counselor (LPC) through the Texas Board of Licensed Professional Counselors (fully licensed without any requirements for supervision).
2. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
3. Provide counseling services to individual students; consult with teachers, staff and parents on classroom interventions and techniques.
4. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
5. Maintain accurate and complete data of services provided and student progress as required by LISD in the District web-based program.
6. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
7. Maintain the duty hours of the assignment as determined by the department.

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Board Certified Behavior Analyst

1. Board Certified Behavior Analyst shall be currently licensed as a Board Certified Behavior Analyst (BCBA).
2. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
3. Provide behavioral intervention services to individual students; consult with teachers, staff and parents on classroom interventions and techniques.
4. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
5. Maintain accurate and complete data of services provided and student progress as required by LISD in the District web-based program.
6. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
7. Maintain the duty hours of the assignment as determined by the department.

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Licensed Registered Nurse and/or Licensed Vocational Nurse

1. Licensed Registered Nurse and/or Licensed Vocational Nurse shall be currently licensed in the state of Texas as a Registered Nurse or Licensed Vocational Nurse by the Texas Board of Nursing.
2. Evaluate students using District approved evaluation instruments and complete an evaluation report following LISD guidelines using District web-based data management system.
3. Provide medical intervention services to individual students; consult with teachers, staff and parents on classroom interventions and techniques.
4. Communicate with physicians and parents regarding medical diagnosis and recommended interventions.
5. Attend ARD/IEP meetings and complete ARD/IEP documentation in the District approved web-based ARD/IEP program.
6. Maintain accurate and complete data of services provided and student progress as required by LISD in the District web-based program.
7. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
8. Maintain the duty hours of the assignment as determined by the department.

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Remote Transcription Services

1. Provide on-demand real time transcription services to student(s).
2. Maintain certification in Typewell.

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Translation and Interpretation Services

1. Convert information from one language into another language.
2. Work in spoken or sign language.
3. Work in written language.

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Special Education Teacher

1. Bachelor's degree from accredited university

2. Valid Texas teaching certificate with required special education endorsements for assignments
3. Knowledge of special needs of students in assigned area
4. Knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education Plan (IEP) goal setting process and implementation
5. General knowledge of curriculum and instruction
6. At Least one-year student teaching, approved internship, or related work experience

Instructional Strategies:

- Collaborate with students, parents, and other members of staff to develop IEP through the ARD Committee process for each student assigned.
- Implement an instructional, therapeutic, or skill development program for assigned students and show written evidence of preparation as required.
- Conduct assessment of student learning styles. Plan and use appropriate instructional and learning strategies, activities, materials, and equipment that reflect understanding of the learning styles and needs of students assigned.
- Present subject matter effectively and according to guidelines established by IEP. Employ a variety of instructional techniques and media including technology to meet the needs and capabilities of each student assigned.
- Work cooperatively with classroom teachers to modify regular curricula as needed and assist special education students in regular classes with assignments.

Student Growth and Development:

- Conduct ongoing assessments of student achievement through formal and informal testing.
- Provide or supervise personal care, medical care, and feeding of students as stated in IEP.
- Assume responsibility for extracurricular activities as assigned. Sponsor outside activities approved by campus principal.
- Consult district and outside resource people regarding education, social, medical, and personal needs of students.

Classroom management and Organization:

- Create classroom environment conducive to learning and appropriate for the physical, social and emotional development of students.
- Manage student behavior and administer discipline including intervening in crisis situations and physically restraining students as necessary according to IEP.
- Consult with classroom teachers regarding management of student behavior according to IEP.
- Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
- Plan and assign the work of teacher aide(s) and volunteer(s) and oversee completion.

Other duties:

- Establish and maintain open communication by consulting with parents, students, principals, and teachers.
- Maintain professional relationships with parents, students, and colleagues.
- Participate in staff development activities to improve job-related skills.
- Keep informed of and comply with federal, state, district, and school regulations and policies for special education teachers.
- Compile, maintain, and file all physical and computerized reports, records, and other documents required.
- Attend and participate in faculty meetings and serve on staff committees as required.
- Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

- Direct the work of instructional aide(s).

Mental Demands/Physical Demands/Environmental Factors:

- Tools/Equipment Used: Personal computer and peripherals, and other instructional equipment
- Posture: Prolonged standing; frequent kneeling/squatting, bending/stooping, pushing/pulling, and twisting
- Motion: Frequent walking
- Lifting: May require regular heavy lifting (45 pounds or more) and positioning of students with physical disabilities, control behavior through physical restraint, assist non-ambulatory students, and lift and move adaptive and other classroom equipment; may work prolonged or irregular hours
- Environment: Exposure to biological hazards
- Mental Demands: Maintain emotional control under stress

Adapted Physical Education Teacher**QUALIFICATIONS:**

1. Valid Texas teaching certificates in BOTH Special Education and Physical Education; CAPE certification preferred.
2. At least two years teaching experience, or CAPE certified

Special Knowledge/Skills:

1. Able to demonstrate skills expected of students
2. Working knowledge of the physical implications of different disabilities
3. Knowledge of accommodations and modifications for adapting physical activities
4. Understanding of evaluation procedures
5. Knowledge of FITNESSGRAM testing procedures
6. Excellent time management skills required; will manage caseload of 50-70 students on multiple campuses.
7. Must utilize professional communication skills on a daily basis

MAJOR RESPONSIBILITIES AND DUTIES:

1. Serve as part of the evaluation team and administer Adapted PE assessments appropriate to the individual student's ability level when assessment is requested by the ARD committee. Interpret results and provide written evaluation reports as part of the integrated Full Individual Evaluation (FIE). Communicate assessment results to parents and ARD committee.
2. Complete necessary ARD paperwork and participate in students' Annual ARD meetings and additional ARD meetings, as required.
3. Develop Individualized Education Program (IEP) goals based on formal assessment, and in the context of the state mandated curriculum, Texas Essential Knowledge and Skills (TEKS) and maintain documentation of progress on IEP goals.
4. Administer state-mandated physical fitness test, FITNESSGRAM, to any students receiving Adapted PE services who require accommodations or modifications to the state testing standards. Obtain FITNESSGRAM exemption documentation from physician for any student with a health or medical need which prevents them from participating in FITNESSGRAM.
5. Provide consult or direct service Adapted PE as prescribed in the student's IEP and agreed upon by the ARD committee.
6. Document all APE services. Utilize LISD data entry software to track student service times, update goals/objectives, and write reports.
7. Assist General Education PE teachers with accommodations and modifications for PE activities to ensure student success.
8. Provide adapted equipment when needed (includes researching necessary equipment options, selecting appropriate equipment, completing necessary approval paperwork, delivering equipment, training staff on how to use equipment, and maintaining equipment).
9. Serve as a resource for General Physical Education teachers, classroom Special Education teachers, paraprofessionals, administrators, parents, students serving as peer buddies, and the community when called upon to provide information about Adapted PE, gross motor skill development, physical activity resources, etc.
10. Provide support for General Education programs as requested (ex: LISD Water Safety program, Recreation and Leisure activities outlined in the Expanded Core Curriculum, Circle of Friends clubs/events, Community Based Instruction, class field trips, campus field days, campus fun runs, aquatics programming, outdoor education, etc.)
11. Consult with related and instructional services personnel such as PT, OT, SLP, AI, VI, O&M, Music Therapy, campus nurse, and other necessary personnel when needed to ensure the success of each student receiving Adapted PE services.
12. Participate in required staff development.
13. Comply with all requirements outlined in the Special Education Handbook.

PARENT/COMMUNITY RELATIONSHIPS:

1. Adapted Physical Educators will establish and maintain a positive working relationship with parents and community by continuing educational opportunities, consultation as needed, and responding to educational requests.

WORKING CONDITIONS:

1. Ability to lift moderate amount of weight is required. Adapted PE teachers are frequently required to lift and transfer students and lift physical education equipment.
2. Frequent and prolonged bending, stooping, crouching, walking, running, and standing.
3. Must be able to lift, transfer, and position students with physical disabilities.

4. Will be required to complete district training for crisis management and physical restraints.
5. Must be comfortable in water and have basic swimming ability.
6. Must have daily access to reliable vehicle- this is an itinerant teaching position and will require travel to/between 10-12 campuses

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Special Education Aide

PRIMARY PURPOSE:

Help meet and/or help special education teacher meet physical and instructional needs of individual students with disabilities inside and outside the special education classroom. Assist with classroom programs and with the implementation of Individualized Education Programs (IEP), including self-help, behavior management and instruction programs. Work under general supervision of principal and immediate direction of certified teacher.

QUALIFICATIONS:

Education/Certification:

- Valid Texas Educational Aide certificate
- Minimum 48 hours at institute of higher learning or
- Associates Degree or Passed local or state assessment tool

Special Knowledge/Skills:

1. Ability to work with children with disabilities
2. Ability to follow verbal and written instructions
3. Ability to communicate effectively
4. Knowledge of general office equipment

Experience:

Two years of experience working with children.

MAJOR RESPONSIBILITIES AND DUTIES:

Student Management

1. Help meet the individual needs of students, including transferring them to and from wheelchairs, lifting and positioning them and signing or interpreting instructions for them, etc.
2. Assist students with physical needs and personal care, including feeding, bathroom needs and personal hygiene.
3. Help manage the behavior of students. This includes intervening in crisis situations and restraining disruptive students as specialized training and state and local policy warrant.
4. Assume responsibility for learning and adapting to each student's special medical, physical, communicative and emotional needs.
5. Work with individual students or small groups to develop motor skills and conduct instructional exercises assigned by teacher.
6. Help supervise students throughout school day, inside and outside classroom. This includes lunchroom, bus and playground duty, as assigned by principal and/or teacher supervisor.
7. Keep teacher informed of special needs or problems of assigned students.

Instructional Support:

1. Help teacher prepare instructional materials and classroom displays.
2. Assist with inventory, care and maintenance of equipment.
3. Assist in maintaining a neat and orderly classroom.
4. Help teacher keep administrative records and prepare required reports.
5. Provide orientation and assistance to substitute teachers.
6. Reinforce academic or developmental skills requiring extensive repetition or drill, and practice on skills which have been previously taught by the supervising teacher.
7. Assist students with disabilities in job training/employment and community based instructional programs. This includes transporting students to community based instructional sites (paraprofessionals' driving records must pass a check and vehicle operation is limited to LISD Special Education vehicles).
8. Work with individual students or small groups to conduct instructional exercises assigned by the teacher. Some hand over hand instruction may be required.

Other Duties:

1. Must have training and abide by rules of confidentiality and must refer any questions regarding a student back to the special education professional responsible for that student on the campus.
2. Uphold and enforce federal, state and local policy, procedures and guidelines, and specific campus procedures

and guidelines.

3. Work cooperatively with campus and district personnel.

4. Contribute toward positive and professional learning environment in the school.

5. Some situations may include working with students who display aggressive behaviors. Attend training to manage the behavior of students who display aggressive behaviors.

6. Assist in follow-up phone calls for ARD (Admission, Review and Dismissal) notification.

7. Maintain confidentiality.

8. Participate in staff development programs, faculty meetings and special events as assigned.

9. Assist with and administer assessments.

Equipment Used: Wheelchair lift, ramps, copy machine, computer, audiovisual equipment, assistive technology devices, including but not limited to, positioning devices, amplification and visual aides, laptop computers; and medical and sterile supplies, including but not limited to, gloves, sterile gauze, tubing for feeding and catheterization.

Working Conditions:

- Mental Demands/Physical Demands/Environmental Factors

- Maintain emotional control under stress.

- Frequent standing, stooping, bending, kneeling, pushing and pulling.

- Regular heavy lifting of students at least 45 lbs. or more;

- Biological exposure to bacteria and communicable diseases, possible physical injury.

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PROPOSAL QUESTIONS
Evaluation Criteria Area

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Availability

What are your company's hours of availability during the week (Monday through Friday)?

(Required: Maximum 1000 characters allowed)

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Advance Notice

Please state the number of hours the company needs to be notified, in advance, for services being requested.

(Required: Maximum 1000 characters allowed)

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3

Cancellation Notice

How many hours does the company need to be notified of cancellation of appointment or services being requested? Also, state any fees associated with the cancelling of an appointment.

(Required: Maximum 1000 characters allowed)

8
4**Minimum Hours of Service**

Does the company have a minimum number of hours that must be billed? Please state the number of hours, if applicable.

If there is a minimum number of hours listed, the amount of minimum hours cannot be raised during the term of the contract and during any renewals.

(Required: Maximum 1000 characters allowed)

8
5**Trip and/or Service Fees**

Does the company charge a trip free? Please include any additional trip or service fees in detail, in your company pricing sheet, attached on the bid response tab. Please describe any charges in detail.

If a trip and/or service charge is listed, this charge must remain the same for the term of the bid and cannot be raised during renewals.

(Required: Maximum 1000 characters allowed)

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PRICING8
7**Volume and Additional Discounts****EVALUATION CRITERIA AREA**

Does Vendor ever expect and/or intend to offer additional, greater, or volume discounts to Lewisville ISD? Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

☐ Yes ☐ No

(Required: Check only one)

8
8**DISCOUNT (%) CATALOG/PRICE LIST:****EVALUATION CRITERIA AREA**

Catalog/Price list **MUST** be included or proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or a searchable PDF preferred.

NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED.

Vendor agrees and understands that for each LISD Contract that it holds, Vendor submitted, agreed to, and received LISD approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's LISD Pricing for that LISD Contract ("LISD Pricing"). Vendor hereby certifies that Vendor shall only offer goods and services through this LISD Contract if those goods and services are included in or added to Vendor's LISD Pricing and approved by LISD. LISD reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's LISD Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that LISD may accept Vendors price increase requests as submitted without additional vetting at LISD discretion. LISD Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

8 **"CATALOG PRICING" and PRICE REQUIREMENTS"**

9 **EVALUATION CRITERIA AREA**

This is a requirement of the LISD Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by LISD during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this LISD Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then-current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by LISD in place of catalog pricing.

1. The vendor must provide the District with their "Catalog Pricing." This is a requirement of the LISD contract and is non-negotiable.
2. Vendor must provide their minimum percentage discount off of "Catalog Pricing" offered to the District.
3. Vendor must apply the minimum percentage discount offered to the "Catalog Pricing" for the length of the term. The District will verify that the minimum percentage discount was applied to all purchases for the length of the contract term.

9 **Minimum Percentage Discount Offered to LISD on all goods and services**

0 **EVALUATION CRITERIA AREA**

Please read thoroughly and carefully as an error on vendor's response can render the contract award unusable.

What is the minimum percentage discount that you can offer Lewisville ISD (LISD, "district") off all goods and services pricing that you offer?

Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input will be applied to your "Catalog Pricing", as defined in the solicitation, for all LISD sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every LISD sale by the percentage included below except for limited goods/services specifically identified and excluded from this discount in Vendor's original proposal.

If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your district Contract, your published "Catalog Pricing" (website/store/published pricing) for "Technology Device A" is \$100 and for " Technology Device A" Set-Up Service" is \$100. In this example, you must sell those items under the LISD Contract at the proposed 10% discounted price of: " Technology Device A" - \$90, " Technology Device A" Set-Up Service" - \$90. In year two of your LISD Contract, you update your "Catalog Pricing" with the market. You add "Technology Device B" to your "Catalog Pricing" for \$200 and have increased the price of "Technology Device A" to \$110 and the price of "Technology Device A" Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the LISD Contract at the proposed 10% discounted price of: "Technology Device A" - \$99, " Technology Device A Tablet Set-Up Service" - \$99, and "Technology Device B" - \$180.00.

Except for limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

**9
1 Honoring vendor's minimum percentage discount**

EVALUATION CRITERIA AREA

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to Lewisville ISD on all goods and services sold under the district contract. Points will be assigned for your response, and scoring of your proposal will be affected.

A "YES" answer will be awarded the maximum 10 points, and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off their LISD "Catalog Pricing" that Vendor proposed for all district sales made for the duration of the Lewisville ISD Contract?

☐ Yes ☐ No

(Required: Check only one)

**9
2 Form 1295 - Certificate of Interested Parties**

EVALUATION CRITERIA AREA

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the [Texas Ethics Commission's online filing application](#).

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the Response Attachments, prior to any business transaction.

Please note the following:

Box 1: Please enter business entity filing form, city, state and country of the business entity's place of business.

Box 2: Please enter Lewisville ISD

Box 3: Please use LISD's solicitation (bid) number as the identification number being requested and the Contract name as description of goods or services.

After submitting the form on the [Texas Ethics Commission's online filing application](#), please print it and complete

Box 6. Provide a **signature** and attach with bid response.

A new form **MUST** be a completed upon each renewal.

Interested parties (1295 form) is not needed for publicly traded companies. Those parties are already public knowledge and can be obtained elsewhere.

Please acknowledge that you have read and understand that the District may not do business with your company without the submittal of this form.

☐ Yes, I acknowledge this requirement ☐ No, I am a publicly traded company

(Required: Check only one)

LISD Insurance Requirements Acknowledgment**LISD INSURANCE REQUIREMENTS - EVALUATION CRITERIA AREA**

Any individual or organization doing business with Lewisville Independent School District ("LISD" or the "District") is required to provide proof of various insurances, including workers' compensation insurance.

Vendor understands and agrees to abide by all terms, conditions, rules, and regulations provided in LISD's Contract title. In addition, the Vendor understands and agrees to abide by the procedures and policies of the District. Vendor holds the District harmless for injury to the Vendor and others and damage to the Vendor or district property. The Vendor acknowledges liability for injury or damage to the District and others, including district employees. Lewisville ISD's Purchase Order "General Terms and Conditions" are incorporated in this Contract by reference herein and can also be viewed at the following link:

[LISD INSURANCE REQUIREMENTS](#)

Vendor acknowledges the District will NOT provide insurance coverage to the Vendor or its employees, subcontractors, agents, representatives, etc. Vendor represents to the District that all employees, subcontractors, agents, representatives, etc. of the Vendor will be covered by liability and workers' compensation insurance for the duration of the Vendor's Contract with LISD, that the coverages will be based on proper reporting to the insurance company(ies), and that all coverage agreements will be filed with the appropriate insurance carrier or state regulatory agency.

Insurance required for this contract:

*Commercial General Liability Policy

*Auto Liability Policy

*Workers' Compensation / Employers' Liability Policies

* Cyber / Data Breach Policy - Required for all vendors who have access to the LISD network, are providing software products, or have access to or collect any district or student personally identifiable information.

* Sexual Misconduct Policy- Required if district students and/or employees are present during contract performance (including virtually)

PLEASE save your Certificate of Insurance (Acord Form), in the response attachments tab, with your company name as the file name.

☐ Yes, I acknowledge

(Required: Check only one)

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4**Indemnification****EVALUATION CRITERIA AREA**

IT IS TO BE UNDERSTOOD THAT THE BIDDER, IF AWARDED AN ORDER OR CONTRACT, AGREES TO PROTECT, DEFEND, AND HOLD HARMLESS THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FROM ANY SUITS OR DEMANDS FOR PAYMENT THAT MAY BE BROUGHT AGAINST LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FOR THE USE OF ANY PATENTED MATERIAL, PROCESS, ARTICLE, OR DEVICE THAT MAY ENTER INTO THE MANUFACTURE AND/OR CONSTRUCTION OR FROM A PART OF THE WORK COVERED BY EITHER ORDER OR CONTRACT AND, BIDDER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FROM SUITS OR ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST IT FOR, OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PARTY OR PARTIES BY, OR FOR ANY OF THE ACTS OF THE BIDDER, HIS EMPLOYEES, SERVANTS OR AGENTS.

THIS CLAUSE SHALL SURVIVE TERMINATION OF THIS CONTRACT.

Educational entities are a Texas Political Subdivision and a local governmental entity; therefore, are 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.

Does vendor agree?

☐ Yes ☐ No

(Required: Check only one)

9
5**Data Sharing Collection**

Does vendor collect data, have access to the LISD network, are providing software products, or have access to or collect any district or student personally identifiable information?

"Data" shall include, but is not limited to, the following: student data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through its use of the product. "Data" specifically includes all personally identifiable information in education records, directory data, an other non-public information

If you answer yes to this question please complete the Data Sharing Agreement located in the attachments tab.

☐ Yes, please complete Data Sharing Agreement ☐ No, vendor does not collect data

(Required: Check only one)

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6**Cyber & Data Breach Insurance**

If yes was marked to the question above regarding Data, vendor acknowledges that Cyber & Data Breach Insurance will be required.

☐ Yes, vendor acknowledges this requirement

☐ No, vendor does not collect data or have access to the LISD network

(Required: Check only one)

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7**Sexual Misconduct Insurance - District Students Present**

In providing materials or services to the District, will district students be present during Contract performance? (including virtually).

☐ Yes ☐ No

(Required: Check only one)

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8**Sexual Misconduct Insurance - District Employees Present**

In providing materials or services to the District, will district employees be present during Contract performance? (including virtually).

☐ Yes ☐ No

(Required: Check only one)

99

Sexual Misconduct Insurance

If either attribute #58 or #59 were marked yes, Sexual misconduct insurance is required.

☐ Yes, vendor acknowledges this requirement ☐ N/A

(Required: Check only one)

100

LISD Terms and Conditions

EVALUATION CRITERIA AREA

LISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal.

The District reserves the right to accept or REJECT any proposals based upon any deviations.

This is your electronic signature.

LISD TERMS AND CONDITIONS

☐ Agree ☐ Disagree

(Required: Check only one)

101

LISD Insurance Requirements

EVALUATION CRITERIA AREA

LISD Insurance Requirements are provided in an attachment to the proposal. Please check if you agree or disagree to the Insurance Requirements of this proposal.

The District reserves the right to accept or REJECT any proposals based upon any deviations.

This is your electronic signature.

☐ Agree ☐ Disagree

(Required: Check only one)

102

References

EVALUATION CRITERIA AREA

Please send this link to three business/school district references that have contracted with your company to provide like products and/or services.

Preferable references are school districts in the Dallas Fort Worth area who have used your services within the last three years. Additional references may be required.

DO NOT INCLUDE LISD OR LISD EMPLOYEES AS A REFERENCE.

Note: Failure for complete reference information to be returned to LISD may be grounds for proposal disqualification. If a reference does not respond, it will result in points being deducted in the evaluation.

Please email this link to three references and verify that your references are willing to respond.

LINK TO BE SENT TO 3 REFERENCES: <https://forms.gle/hWuX2dsF3ti83era9>

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BILLING INFORMATION

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4**Order Reference Number**

If there is a reference number that Lewisville ISD must include on the Purchase Order to receive bid pricing, please state that number. If none, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

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5**Invoices**

All invoices must be submitted to LISD's Accounts Payable Department at invoices@lisd.net. If your company uses any other billing email or address, Lewisville ISD will not be responsible for late payments, service charges, etc. LISD's Purchase Order number must be referenced on the invoice.

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6**Electronic Payment Solutions**

The Lewisville Independent School District has implemented an electronic payment solution allowing the District to pay invoices electronically. LISD currently pays all invoices 30 days after receipt of invoice via check through standard USPS. Should the District choose to pay you via an electronic payment solution, the payment time to the vendor can be drastically reduced upon receipt of invoice. This electronic payment process uses the backbone of the Visa/MasterCard network and the Vendor's payment gateway agreements. *Note* LISD will not be held responsible for fees, if any, associated by the Vendor's payment gateway provider for acceptance and use of this payment process.

***Please note: By responding yes, you may be contacted by our current vendor Commerce Bank for additional information. ***

Will your company accept use of this electronic payment process?

☐ Yes ☐ No

(Required: Check only one)

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7**If Yes to Electronic Payment Solution**

Please provide the email or fax number where the payment can be processed.

(Optional: Maximum 1000 characters allowed)

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8**If Yes to Electronic Payment Solution**

Please provide the contact name for payment processing

(Optional: Maximum 1000 characters allowed)

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9**If Yes to Electronic Payment Solution**

Please provide the contact phone number for payment processing

(Optional: Maximum 1000 characters allowed)

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If Yes to Electronic Payment Solution

Please provide the name of the individual authorizing use of this payment form

(Optional: Maximum 1000 characters allowed)

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If Yes to Electronic Payment Solution

Please provide the phone number of the individual authorizing use of this payment form

(Optional: Maximum 1000 characters allowed)

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If Yes to Electronic Payment Solution

Please provide the title of the individual authorizing use of this payment form

(Optional: Maximum 1000 characters allowed)

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VENDOR INFORMATION

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Purchase Order Acceptance

Will your company accept mailed, faxed, or emailed Purchase Orders issued by the Lewisville Independent School District?

☐ Yes ☐ No

(Required: Check only one)

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Educational Purchasing Cooperative of North Texas (EPCNT)

This request for proposal may be available for members of the Educational Purchasing Cooperative of North Texas to utilize. There are currently over seventy members. A list of current members may be found at the coop's website <http://www.new-epcnt.com/>.

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EPCNT Interlocal Agreement

Educational entities in the surrounding Lewisville Independent School District area have indicated an interest in participating under any resulting Contract. Should these Educational entities decide to participate in any resulting Contract, would you, (the Vendor) agree that all terms, conditions, specifications, and pricing contained herein would apply?

Educational entities utilizing interlocal agreements with the Lewisville Independent School District will be eligible, but not obligated, to purchase materials/services under the Contract(s) awarded as a result of this solicitation. All purchases by Educational entity other than Lewisville Independent School District will be billed directly to that Educational entity and paid by that Educational entity. Lewisville Independent School District will not be responsible for another Educational entity's debts. Each Educational entity will order its own material/service as needed.

☐ Agree ☐ Do not agree

(Required: Check only one)

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7**Interlocal Agreement - CTPA**

Lewisville ISD is a member of the Central Texas Purchasing Alliance (CTPA), an alliance of over 200 school districts in the central Texas area who share in information, services and contractual opportunities. In support of this collaborative effort, a response of YES to CTPA indicates that the Respondent is interested in extending services to other CTPA member districts. However, there is no obligation on either party to participate unless both parties agree. Services would be provided under the same Contract pricing and purchasing terms established by this request. A negative reply by the Respondent will not adversely affect consideration of the Respondent's response. The information will be provided to CTPA member listing and in the event that this request and subsequent Contract may be used by the CTPA districts. If a member district chooses to utilize a Contract established by this request and subsequent Contract, Contracts will be awarded individually by those districts.

☐ Yes ☐ No*(Required: Check only one)*1
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8**Purchasing Cooperative**

Has your company been awarded a purchasing cooperative Contract? If yes, please list the names of the Cooperatives and the Contract #(s) you have with each. If you have no cooperative Contract award, enter N/A (not applicable).

*(Required: Maximum 4000 characters allowed)*1
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9**Order Information - Company Name**

Please provide the Company Name to be used on Purchase Orders.

*(Required: Maximum 1000 characters allowed)*1
2
0**Order Information - PO/Suite - Street Address**

Please provide the PO/Street Address where Purchase Orders are to be sent. Please indicated if the number is a suite or a PO box.

*(Required: Maximum 1000 characters allowed)*1
2
1**Order Information - City**

Please provide the City where Purchase Orders are to be sent.

(Required: Maximum 1000 characters allowed)

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Order Information - State

Please provide the State where Purchase Orders are to be sent.

(Required: Maximum 1000 characters allowed)

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Order Information - Zip Code

Please provide the Zip Code where Purchase Orders are to be sent.

(Required: Maximum 1000 characters allowed)

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Order Information - Phone Number

Please provide the Phone Number where Purchase Orders are to be sent.

(_ _ _) _ _ _ - _ _ _ _ _ ext:

(Required)

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Order Information - Email Address

Please provide the Email Address where Purchase orders are to be sent. If none, please enter N/A (Not Applicable).

(Required: Email address)

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Remit Information - Company Name

Please provide the Company Name to be used for payments.

(Required: Maximum 1000 characters allowed)

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Remit Information - PO/Street Address

Please provide the PO/Street address where payments are to be sent.

(Required: Maximum 1000 characters allowed)

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Remit Information - City

Please provide the City where payments are to be sent.

(Required: Maximum 1000 characters allowed)

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Remit Information - State

Please provide the State where payments are to be sent.

(Required: Maximum 1000 characters allowed)

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Remit Information - Zip Code

Please provide the Zip Code where payments are to be sent.

(Required: Maximum 1000 characters allowed)

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Remit Information - Phone Number

Please provide the Phone Number where payments are to be sent.

(____) ____ - ____ ext: ____

(Required)

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Main Contact/Local Representative - Name

Please provide the Name of the Main Contact/Local Representative.

(Required: Maximum 1000 characters allowed)

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Main Contact/Local Representative - Title

Please provide the Title of the Main Contact/Local Representative.

(Required: Maximum 1000 characters allowed)

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Main Contact/Local Representative - Email

Please provide the Email Address for the Main Contact/Local Representative.

(Required: Email address)

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Main Contact/Local Representative - Phone

Please provide the Phone Number for the Main Contact/Local Representative.

(____) ____ - ____ ext: ____

(Required)

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Invoicing Contact - Name

Please provide the Name of the Invoicing Contact person.

(Required: Maximum 1000 characters allowed)

1 3 7	Invoicing Contact - Title Please provide the Title of the Invoicing Contact person. <i>(Required: Maximum 1000 characters allowed)</i>
1 3 8	Invoicing Contact - Email Please provide the Email Address of the Invoicing Contact person. <i>(Required: Email address)</i>
1 3 9	Invoicing Contact - Phone Please provide the Phone Number of the Invoicing Contact person. () - ext: <i>(Required)</i>
1 4 0	Online Catalog/Price List Is your Catalog/Price List available via the internet? If yes, please indicate the website address. If none, please enter N/A (not applicable). <i>(Required: Maximum 1000 characters allowed)</i>
1 4 1	Minimum Order Requirements If you have a minimum order requirement, please state the specifics. If none, please enter N/A (not applicable). <i>(Required: Maximum 1000 characters allowed)</i>
1 4 2	Services being Proposed Detailed description of the services being proposed to Lewisville ISD. If more space is needed an attachment can be added to the attachment tab. <i>(Required: Maximum 4000 characters allowed)</i>

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Search Words Identifying Vendor

Please list all search words and phrases to be included in the LISD database related to your entity. This will assist LISD users find your firm using search function. Do not list words which are not associated with the bid category/scope. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

(Optional: Maximum 1000 characters allowed)

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FEDERAL REQUIREMENTS

FEDERAL REQUIREMENTS

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. LISD is the Subgrantee or Subrecipient by definition. The federal rule numbering or identification below is only for reference purpose on this form and does not identify an actual federal designation or location of the rule. The Rules are located in 2 CFR PART 200.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 CFR PART 200.

In addition to other provisions required by the federal agency or non-federal entity, all Contracts made by the non-federal entity under the Federal award must contain provisions covering the following, as applicable.

2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION:

LISD will sometimes seek to make purchases with federal funds. In accordance with 2 CFR. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Requirements" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to purchases paid for with federal funds, if accepted by Vendor.

The Vendors responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether LISD can list this awarded contract as viable to be considered for a federal fund purchase. Failure to certify all requirements labeled "2 CFR Part 200 or Federal Requirements" will mean that, if awarded by the LISD Board of Trustees, your contract will be listed as not viable for the receipt of federal funds. However, it will not prevent award but will limit the amount of funds and the types of funds that LISD can utilize.

There are also required Federal Contract provisions of Federal Regulations for Contracts with Lewisville ISD (LISD) for purchases under USDA in conjunction with the National School Lunch Program, School Breakfast Program, and Summer Feeding Program.

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5**Debarment and Suspension Certification**

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

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

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

Does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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6**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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7**Termination For Cause And For Convenience by the grantee or subgrantee (All Contracts in excess of \$10,000)**

All Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Pursuant to Federal Rule above, when federal funds are expended by LISD, LISD reserves the right to terminate or cancel any Purchase Order under this Contract in excess of \$10,000 resulting from this procurement process at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the District shall only be required to pay Vendor for goods or services delivered to the District prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the District has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s)

Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

1
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8**If Not Applicable, please provide reason***(Optional: Maximum 1000 characters allowed)*1
4
9**Violation of Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach Contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Proposer default are included in the Contract Terms and Conditions. Any Contract award will be subject to such Contract Terms and Conditions, as well as the Contract entered into between the cooperative member and Proposer which must be consistent with and protect the Cooperative member at least to the same extent as the Contract Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to the administrative, contractual, legal remedies for violation or breach of the Contract, and providing sanctions and penalties.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

*(Required: Check only one)*1
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0**If Not Applicable, please provide reason***(Optional: Maximum 1000 characters allowed)*1
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1**Byrd Anti-Lobbying Amendment**

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 Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

Byrd Anti-Lobbying Amendment: [31 U.S.C. 1352](#) and [2 CFR part 418](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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2**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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3**Equal Employment Opportunity**

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 Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process, if the purchase or Contract meets the definition of "federally assisted construction Contract" in 41 CFR Part 60-1.3, the Vendor certifies that it shall comply with such provision.

[CFR 41 Part 60](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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4**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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5**Certification of Equal Employment Statement**

It is the policy of the District 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.

[CFR 43 PART 17.3](#)

Does the Vendor agree?

☐ Yes, the Vendor agrees ☐ No, the Vendor does not agree

(Required: Check only one)

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6**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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7**Contracts for more than the Simplified Acquisition Threshold \$250,000**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach Contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certify that during the term of an award by LISD resulting from this procurement process, the Vendor will be in compliance.

[41 U.S.C. 1908](#) - [Simplified Acquisition Threshold \\$250,000](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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8**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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9**Contractor's Certificate Regarding Cooperative Agreement**

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6303:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal Government or pass-through entities direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual

(ii) A subsidy

(iii) A loan

(iv) A loan guarantee, or

(v) Insurance.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

[31 U.S.C. 6302-6303](#) - [Definition](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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0**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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1**Rights to Inventions Made Under a Contract or Agreement (Federal and State Regulation)**

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 Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

[Rights to Inventions - Definition](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable, Please provide reason

(Required: Check only one)

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2**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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3**Small Businesses, Minority Businesses, Women's Business Enterprise, Veteran-Owned Businesses, and Labor Surplus Area Firms**

In accordance of 2 CFR 200.321,

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

[Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.](#)

Does the Vendor certify?

☐ Agree ☐ Disagree ☐ Not Applicable - Please provide reason

(Required: Check only one)

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4**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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5**Buy American Provision**

The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

[Buy American Provision](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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6**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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7**Build America, Buy America Act provisions of the Infrastructure Investment and Jobs Act**

The Office of Management and Budget (OMB) is revising its guidance in title 2 of the Code of Federal Regulations (2 CFR) to add a new part 184 and revise 2 CFR 200.322 as of October 2023. The new part 184 of 2 CFR provides clear and consistent guidance to Federal agencies about how to apply the domestic content procurement preference. The new part also offers standards that define "all manufacturing processes" in the case of construction materials. The new part 184 also includes guidance for determining the cost of components of manufactured products. The new part 184 also includes guidance on proposing and issuing Buy America waivers.

The revised provision in 2 CFR part 200 specifies that Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184, as required under section 70914(a) BABA, as of the effective date of the guidance, unless specified otherwise.

[Build America, Buy America Act provisions of the Infrastructure Investment and Jobs Act](#)

Does the Vendor agree to adhere to and abide by these provisions?

☐ Yes, the Vendor agrees ☐ No, vendor does not agree

(Required: Check only one)

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If Not Applicable, please provide reason

(Optional: Maximum 1000 characters allowed)

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Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Contractor certifies that during the term of an award by LISD resulting for this procurement process the Contractor will be in compliance.

When applicable, does the Contractor certify?

☐ Yes. Contractor certifies ☐ No, Contractor does not certify

☐ Not Applicable - Please provide response

(Required: Check only one)

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If Not Applicable, please provide reason

(Optional: Maximum 1000 characters allowed)

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1**E-Verify Program**

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal Contract at \$250,000 or greater, for the Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the Contract and may be subject to penalties up to and including termination of the Contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Website: [http:// www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's Contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's Contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its Contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222-54, violation of this term of that Contract for services requires termination of that Contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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2**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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3**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a Contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a Contract (or extend or renew a Contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in Public Law 115-232, section 889, "covered telecommunications equipment or services" means any of the following:

- 1.) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- 2.) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).
- 3.) Telecommunications or video surveillance services provided by such entities or using such equipment.
- 4.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, "covered telecommunications equipment or services" also include 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.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment, or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

[CFR 200.216](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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4**If Not Applicable, please provide reason**

(Optional: Maximum 1000 characters allowed)

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Domestic Preferences for Procurements

Per§ 200.322 Domestic preferences for procurements

Per § 200.322 Domestic preferences for procurements

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law,, 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, Contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "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.

(2) "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.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will 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).

[Domestic Preferences for Procurements](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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If Not Applicable, please provide reason

(Optional: Maximum 1000 characters allowed)

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7**Intangible Property**

All Contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded Contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315,

(a) Title to intangible property acquired under a Federal award vests upon acquisition in the recipient or subrecipient. The recipient or subrecipient must use that intangible property for the originally-authorized purpose, -and must not encumber the property without the approval of the Federal agency or pass-through entity. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).

(b) To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, - and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

[§ 200.315 Intangible property](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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8**If Not Applicable, please provide reason**

(Required: Maximum 1000 characters allowed)

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9**Procurement of Recovered Materials**

When utilizing Federal funds, the Vendor shall certify that it will comply with Section 6002 of the Solid Waste Disposal Act, of 1976 as amended, 42 U.S.C. 6962.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

[§ 200.323 Procurement of recovered materials](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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0**If Not Applicable, please provide reason***(Optional: Maximum 1000 characters allowed)*1
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1**Record Retention Requirements**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by the Vendor to the District, under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by the District for a period of not less than five (5) years from the date of completion of the services, receipt of goods, or the date of the receipt by the District, of the Vendor's final invoice or claim for payment in connection with this Contract, whichever is later. If an audit or compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed. When federal funds are expended by the District, the Vendor further certifies that it will comply with the record retention requirements detailed in 29 CFR 5.5(a)(3).

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

[Record Retention Policy - 29 CFR 5.5 \(a\) \(3\)](#)

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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2**If Not Applicable, please provide reason***(Optional: Maximum 1000 characters allowed)*1
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3**Compliance with Anti-Trust Laws**

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company. Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

Pursuant to Texas Government Code, LISD requires that the Vendor certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

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4**If Not Applicable, please provide reason***(Optional: Maximum 1000 characters allowed)*1
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5**Solid Waste Disposal Act - 2 CFR Ch. II (1–1–15 Edition) § 200.322 Procurement of recovered materials**

Pursuant to Federal Rule (H) above, a non-Federal entity that is a state agency or agency of a political subdivision of a state 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 Law, when federal funds are expended by LISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Vendor certifies that during the term of an award by LISD resulting for this procurement process, 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.

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

*(Required: Check only one)*1
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6**If Not Applicable, please provide reason***(Optional: Maximum 1000 characters allowed)*

187 Civil Rights/Discrimination (Federal and State Requirement)

It is the policy of the School District and/or Child Nutrition not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. The 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), color, disability national origin, race, gender or ancestry. The Vendor further certifies that every subcontractor 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.

Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program Activities: Applicable to Contracts using federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

188 If Not Applicable, please provide reason

(Optional: Maximum 1000 characters allowed)

189 Health and Safety Certifications, Licensing, or Regulations

When federal funds are expended by LISD, LISD requires the Vendor to certify that during the term of an award by the LISD resulting for this procurement process the Vendor will be in compliance with mandatory standards and policies relating to observance of applicable local, state, or federal health and safety certifications, licensing, or regulations.

Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance.

When applicable, does the Vendor certify?

☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason

(Required: Check only one)

190 If Not Applicable, please provide reason

(Optional: Maximum 1000 characters allowed)

1 9 1	Prohibited Employment Assistance Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. Pursuant to Federal Law, when federal funds are expended by LISD, LISD requires that the Vendor certifies that during the term of an award by LISD resulting for this procurement process the Vendor will be in compliance. When applicable, does the Vendor certify? ☐ Yes. Vendor certifies ☐ No, vendor does not certify ☐ Not Applicable - Please provide reason <i>(Required: Check only one)</i>
1 9 2	If Not Applicable, please provide reason <i>(Optional: Maximum 1000 characters allowed)</i>
1 9 3	2 CFR 200 EDGAR FEDERAL AWARD COMPLIANCE Vendor certifies, that during the length of this Contract, all policies and procedures involving the expenditure of federal funds will be compliant with the new Education Department General Administration Guideline (EDGAR) 2 CFR 200, which have been listed above. In the event that the Vendor is no longer able to comply with the Federal Regulations agreed to in this Contract, the Vendor will notify Lewisville ISD immediately. Does the Vendor certify? ☐ Yes. Vendor certifies ☐ No, vendor does not certify <i>(Required: Check only one)</i>

Bid Lines

1	PRICING EVALUATION CRITERIA AREA
2	Catalog/Price list MUST be included or proposal may not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or a searchable PDF preferred. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED.

3 LISD PRICING:

Discount (%) off catalog/price list: Catalog/Price list MUST be included or proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or a searchable PDF preferred.

NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED.

Vendor agrees and understands that for each LISD Contract that it holds, Vendor submitted, agreed to, and received LISD approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's LISD Pricing for that LISD Contract ("LISD Pricing"). Vendor hereby certifies that Vendor shall only offer goods and services through this LISD Contract if those goods and services are included in or added to Vendor's LISD Pricing and approved by LISD. LISD reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's LISD Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that LISD may accept Vendors price increase requests as submitted without additional vetting at LISD discretion. LISD Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

4 MINIMUM PERCENTAGE DISCOUNT OFFERED TO LISD ON ALL GOODS AND SERVICES.

Please read thoroughly and carefully, as an error in vendor's response can render your contract award unusable. What is the minimum percentage discount that you can offer Lewisville ISD (LISD, "district") off all goods and services pricing that you offer?

Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all LISD sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every LISD sale by the percentage included below except for limited goods/services specifically identified and excluded from this discount in Vendor's original proposal.

If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your district Contract, your published "Catalog Pricing" (website/store/published pricing) for "Technology Device A" is \$100 and for " Technology Device A" Set-Up Service" is \$100. In this example, you must sell those items under the LISD Contract at the proposed 10% discounted price of: " Technology Device A" - \$90, " Technology Device A" Set-Up Service" - \$90. In year two of your LISD Contract, you update your "Catalog Pricing" with the market. You add "Technology Device B" to your "Catalog Pricing" for \$200 and have increased the price of "Technology Device A" to \$110 and the price of "Technology Device A" Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the LISD Contract at the proposed 10% discounted price of: "Technology Device A" - \$99, " Technology Device A Tablet Set-Up Service" - \$99, and "Technology Device B" - \$180.00.

Except for limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

5 Minimum Percent Discount off of Proposed Goods and Services*

Please indicate the minimum percentage discount of vendor's catalog of proposed goods and services.

*Percent Off - Please enter percentage off (If no discount is offered, 0% is a valid entry).

This is the minimum discount. The Vendor may always apply a higher discount.

Add Notes (Optional) - You may add notes regarding the service you provide or list any products sold that are related to the service offered.

(Response required)

Quantity: 1 UOM: EA

Total: %

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature