



PINE TREE INDEPENDENT SCHOOL DISTRICT REQUEST FOR PROPOSAL

SERVICES PERTAINING TO CURRICULUM AND INSTRUCTION

Pine Tree ISD is accepting proposals for the services listed in Addendum A from July 1, 2019 through the federal grant period September 30, 2020.

The recommendation will be presented to the board at the June 10, 2019 board meeting, but no later than the July 8, 2019 board meeting. The district is requesting the vendor offer services on all or any of the needs listed in **Addendum A**. More than one solution can be proposed for any needs listed.

Vendors must be available to present their solution if requested. Vendors will be notified if the district chooses to schedule presentations.

We will host a Google Hangout to vendors to answer questions regarding this process or the required documentation on Friday, May 3, 2019, at 2:30 p.m. CST.

Requirements from Vendors

All invoices shall be mailed to:
Pine Tree ISD
Attention: Accounts Payable
P. O. Box 5878
Longview, TX 75608

Vendor invoices shall reflect any contract number and purchase order number. Discounts will be taken from the date of receipt of services or of invoice, whichever is later. As pertains to this proposal, date of payment will be considered the date payment is mailed. If no discount is offered or accepted, payment terms will be net 30 days.

The district's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this proposal null and void to the extent funds are not available. Proposer should keep the accounts payable department advised of any changes in their remittance addresses.

If the vendor is unable to deliver in the manner specified in the proposal, the district reserves the right to purchase the same or like services on the open market and charge the difference to the vendor.

Nothing herein shall be construed as creating the relationship of employer or employee between the district and the vendor or between the district and the vendor's employees. The district shall not be subject to any obligations or liabilities of the proposer or his/hers employees, incurred in the performance of the proposal unless otherwise herein authorized. The vendor is an independent vendor and nothing contained herein shall constitute or designate the vendor or any of his/hers employees as employees of the district. Neither the vendor nor his/hers employees shall be entitled to any of the benefits established for district employees, nor be covered by the district's workers' compensation program.



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The district may, by written notice to the vendor, cancel this proposal without liability if it is determined by the district that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the Pine Tree ISD with a view toward securing a proposal or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a proposal. In the event this proposal is canceled by the district pursuant to this provision, the district shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the vendor in providing such gratuities.

Vendor shall not advertise or publish, without the district's prior consent, the fact that the district has entered into this proposal, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

Both parties agree that venue for any litigation arising from this proposal shall lie in Longview, Texas, Gregg County.

As part of this proposal vendor agrees to ascertain whether services with the specifications attached to this proposal will give rise to the rightful claim of any third person by way of infringement of the like. The district makes no warranty that the services/benefits according to the specification will not give rise to such a claim and in no event shall the district be liable to the vendor for indemnification in the event that vendor is sued on the grounds of infringement or the like. If vendor is of the opinion that an infringement or the like will result, vendor will notify the district to this effect in writing within two weeks after the signing of this proposal. If the district does not receive notice and subsequently held liable for the infringement or the like, the vendor will save the district harmless (if the vendor in good faith ascertains that production of goods/services in accordance with the specifications will result in infringement of the like, this proposal shall be null and void except that the district will pay the vendor the reasonable cost of his search as to infringements).

The award of this proposal is dependent on the availability of funding. In the event funds do not become available, the proposal may be terminated, or the scope amended. A 30-day written notice will be given to the vendor, and there shall be no penalty or removal charges incurred by the district.

Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to proposal with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect of the public. However, if a majority of the governing body is also required to abstain from further participation.



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Vendor shall provide evidence of liability insurance. Pine Tree ISD retains the right of approval for insurance coverage. **The below insurance requirements pertain to the vendor's insurance.** Copies of the successful proposer's liability insurance and workman's compensation certificates will be required. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurance Requirements:	Limits:		
A. General Liability	General Aggregate	\$1,000,000	
	Products - Comp/or Agg	\$1,000,000	
	Commercial General Liability	Personal & Adv. Injury	\$1,000,000
	Claims Made Occur.	Each Occurrence	\$1,000,000
	Owner's Proposer's Prot. (Note A)	Fire Damage (Any one Fire)	\$50,000
		Med. Expense (any one person)	\$5,000
B. Automobile Liability	Combined Single Limit	\$1,000,000	
	Any Auto	Bodily Injury	
	All Owned Autos	(Per Person)	
	Scheduled Autos	Bodily Injury	
	Hired Autos	(Per Accident)	
	Non-Owned Autos	Property Damage	
Garage Liability			
C. Umbrella form - Excess Liability			
State the limits that your Company carries			
D. Worker's Compensation and Employer's Liability	Statutory		
	Each Accident	\$500,000	
	Disease - Policy Limit	\$500,000	
	Disease - Each Employee	\$500,000	



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Note A: - Owner's Proposer's Protection shall include: (1) Premises - Operations, (2) Independent Contractors, (3) Products - Completed Operations, (4) Contractual Liability, and (5) Board Form Property Damage.

The Insurance requirements, as listed on the previous page apply to the proposer and to any sub-contractor(s) in the event that any work is sublet. The proposer is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Should any of the above described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Pine Tree ISD.

The proposer shall agree to waive all right of subornation against the district, its officials, employees and volunteers for losses arising from work performed by proposer for the district.

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

The selected vendor(s) will be required to supply an insurance certificate naming Pine Tree ISD as an additional insured.

The selected vendor(s) will be required to register with the Pine Tree ISD human resources department to ensure background checks are performed if deemed necessary.

Instructions for Submission of Offers

Proposals will be received by Pine Tree ISD until 2:00 pm, Wednesday, May 22, 2019. The proposals must be mailed to:

Pine Tree ISD
Attention Assistant Superintendent for Business/Finance
P. O. Box 5878
Longview, TX 75608

The proposals may also be hand delivered to:

Pine Tree ISD
Attention Assistant Superintendent for Business/Finance
1701 Pine Tree Rd.
Longview, TX 75604



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If delivered by carrier such as UPS or FedEx, please deliver to:

Pine Tree ISD
Attention Assistant Superintendent for Business/Finance
1400 Silver Falls Rd.
Longview, TX 75604-2311

The proposals will not be publicly opened and read. The District will require the vendor to complete a District contract for services which is included in the proposal packet after the list of vendors have been approved by the Pine Tree ISD Board of Trustees. **No faxed or emailed proposals will be accepted. Questions concerning the proposal and services requested are encouraged to be emailed to the contacts listed in this proposal.**

The Assistant Superintendent for Business/Finance may open unlabeled submittals to properly identify them. Proposers are therefore advised to correctly label their submittals in order to protect the integrity of their proposals and to fully avail themselves of the proposal process.

Proposer accepts all responsibility for forwarding the proposal to the address above within the specified time or it will be returned unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

No verbal or informal amendment to this solicitation shall be binding on Pine Tree ISD. Any changes to the solicitation will be made by amendment, delivered to all parties which the district shows as having received a copy of the solicitation. No change to the solicitation will be made except by formal written amendment signed by the Assistant Superintendent for Business/Finance.

The district reserves the right to accept or reject any or all proposals, to waive all proposals, to waive all technicalities, and to accept the proposal or proposals that are determined to be the most favorable to the district.

This solicitation does not commit Pine Tree ISD to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.

Ongoing documentation by using department(s) regarding a company's past performance may be used in determining the proposer's responsibility for award purposes of this and future awards.

Once proposals are received, the district will review and rank the vendors. Once this process is complete, administration will make a recommendation of vendor(s) to the Pine Tree ISD Board of Trustees at the June 10, 2019 board meeting but no later than the July 8, 2019 board meeting.

All questions concerning this proposal should be emailed to Dr. Lisa Mullins, Coordinator of ELA/R-SS and copied to Salena Jackson, Assistant Superintendent Business/Finance at the following email addresses: lmullins@ptisd.org, and sjackson1@ptisd.org.



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The criteria used to evaluate the proposals will include the following:

Evaluation Section 1 – To Be Considered for Demonstration

Qualifications – 25 Points

May include but not limited to

Years in business

Extent of experience with school districts and school districts in Texas

Number of years offering the product, service and/or solution

Ability to meet federal and state requirements

Responsiveness – 15 Points

May include but not limited to:

Vendor responded to all required information critical to making an informed evaluation about their proposal (Reference the Request for Proposal- Services Pertaining to Curriculum and Instruction pgs. 1-5)

Overall quality of the proposal and responses

Addressing district needs – 30 Points

May include but not limited to:

Addressing the professional learning needs listed in Addendum A

Price – 30 Points

May include but not limited to:

Value to students, curriculum department and district

Benefits included for the cost

The committee will be composed of curriculum/instruction professionals, Director of Special Education, and other administrators as determined by the Curriculum Department. Each committee member will rank the proposed vendors and then submit to the Assistant Superintendent for Business/Finance for combining the scores and completing the ranking spreadsheet.



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By submitting this proposal, the proposer:

- a) Represents that to the best of its knowledge the proposer is not indebted to the Pine Tree ISD. Indebtedness to the District shall be basis for non-award and/or cancellation of any award;
- b) Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation, and that it will abide by the Equal Employment Opportunity requirements of the State of Texas and the Pine Tree ISD.
- c) Acknowledges that it has read, understands, and agrees to the requirements of the specification and all other provisions of this solicitation.
- d) Certifies that it has not colluded or attempted to collude with other vendors or merchants in the trade to fix or hold prices above the level attained through a free and competitive market.
- e) Certifies that the owner operator has not been convicted of a felony, except as indicated on a separate attachment to this proposal, in accordance with Sec. 44.034, Texas Education Code.

The proposer, by checking the applicable box, represents that: It operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a non-profit organization, or () a joint venture; or

If the proposer is a foreign entity, it operates as () an individual, () a partnership, () a non-profit organization, () a joint venture, or () a corporation, registered for business in _____ (Country).

The State of Texas does not employ a resident preference however; it does employ a reciprocity rule. Proposers whose principal place of business is located in a state which gives preference to resident proposers are subject to the same restrictions when submitting a proposal with an entity of the State of Texas.

Signature – Officer

Date

Please return this page and any attachments with your proposal.



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ADDENDUM A

Pine Tree ISD is seeking professional learning sessions in the following subjects and grade levels:

Elementary English Language Arts/Reading

- Grades K-6 coaching focused on implementation of guided reading, interactive writing, and running records.

Special Programs:

- Training to include evidence based practices for the Bilingual and ESL classrooms and instructional and programmatic design.
- Professional learning focused on understanding poverty related to student learning.

Special Education:

- **Interpreting Services-**The district is in need of a company who can interpret all languages except Spanish. We are in need of a company who understands the written and verbal languages, can respond in written and oral format of all languages and can interpret educational language in multiple formats. The interpretation service will be needed for written purposes, meetings with parents, special education test interpretation, and therapy services.
- **Evaluation Services (Bilingual Dyslexia, Bilingual Special Education Evaluations)-** The district is in need of a company/person who can evaluate students for special education services and for dyslexia services. The company needs to be able to conduct the evaluation in a second language, write the evaluation report in English and the second language, and must own their own test kits.
- **Orientation and Mobility Services-** The district is in need of a consultant to provide orientation and mobility services to a child with a visual impairment in the special education program. This consultant will be expected to provide direct and consult services to students and teachers in addition to conducting evaluations, attending Admission, Review and Dismissal meetings, and writing evaluation reports.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

House Bill 89 VERIFICATION

I, _____, the undersigned representative of
_____ Company or Business name

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual has with the Pine Tree Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. *“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; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE