

# KILGORE COLLEGE



REQUEST FOR PROPOSAL

FOR

**STUDENT INFORMATION SYSTEM  
RFP 2021-CE005**

DUE: June 7th, 2022 at 3:00 p.m.

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**KEY DATES**

SUBMISSION DEADLINE  
AND PUBLIC OPENING:

June 7th, 2022

PUBLIC OPENING LOCATION:

Kilgore College  
Devall Student Center  
Devall Room  
726 Nolan  
Kilgore, Texas 75662

DELIVERY LOCATION:

Procurement Services  
108 Choice St.  
Kilgore, TX75662

RFP

Student Information System RFP  
Open June 7th, 2022, 3:00 p.m.

PROJECT NAME:

Student Information System RFP

## **GENERAL INFORMATION**

Kilgore College (the "College") is a two-year community College serving Gregg County of Texas. This request for proposal ("RFP") is to provide proposals for a Student Information System for Kilgore College.

The College is an equal opportunity employer and does not discriminate in awarding of contracts or employment of persons because of their race, color, age, national origin, religion, sex, disability, sexual orientation, or any other characteristic protected by law. The College requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and local laws and regulations regarding contracting and employment practices.

The objective of this RFP is for all companies to base their Proposals on the same criteria. Unless specifically requested otherwise herein, Proposals based on criteria other than as listed in this RFP are not to be submitted and will not be considered.

THE COLLEGE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR PARTS THEREOF, WAIVE TECHNICALITIES AND NEGOTIATE AND AWARD A CONTRACT TO BEST SERVE THE INTERESTS OF THE COLLEGE.

## **DEFINITION OF TERMS**

- (a) **The College** refers to Kilgore College, a political subdivision of the State of Texas.
- (b) **Proposer or Company** refers to a company, which chooses to submit a Proposal to provide equipment or service to the College.
- (c) **College or Site** may mean any or all of the College's campuses or other facilities located within the boundaries of Gregg County of Texas
- (d) **Contractor or Vendor** refers to the company awarded the contract to provide services as specified in this proposal.
- (e) **Proposal Documents** refer collectively to this RFP and all addenda, Proposer's Proposal, and the like attached hereto or incorporated herein as if attached hereto.
- (f) **Service** refers to the services to be provided by the Contractor.

**ALL QUESTIONS RELATED TO THIS PROPOSAL ARE TO BE DIRECTED TO BETSY HANSARD VIA EMAIL AT [bhansard@Kilgore.edu](mailto:bhansard@Kilgore.edu).**

## COMPANY PROFILE

FULL LEGAL NAME OF COMPANY	STREET ADDRESS	CITY/STATE/ZIP
PROPOSAL REQUEST OR PURCHASE ORDER ADDRESS	STREET ADDRESS	CITY/STATE/ZIP
REMITTANCE ADDRESS	STREET ADDRESS	CITY/STATE/ZIP
OWNERS, PARTNERS OR PRINCIPAL OFFICERS	TITLE	TELEPHONE NUMBER
PRIMARY CONTACT PERSON	TITLE	TELEPHONE NUMBER
		FAX NUMBER
Email Address:		
BUSINESS CLASSIFICATION	YEAR ESTABLISHED/INCORPORATED	
( ) SOLE PROPRIETORSHIP ( ) PARTNERSHIP ( ) CORPORATION		
TYPE OF BUSINESS (CHECK ALL THAT APPLY)	FEDERAL TAX PAYER I.D. NUMBER	
( ) RETAIL ( ) WHOLESALE ( ) SERVICE ( ) CONSTRUCTION ( ) MANUFACTURING ( ) FRANCHISE ( ) BROKER ( ) DISTRIBUTOR		
ANNUAL GROSS SALES FOR LAST CALENDAR YEAR	TOTAL NUMBER OF FULL-TIME EMPLOYEES	
MAJOR CUSTOMER REFERENCES	CITY/STATE	CONTACT NAME & TITLE (WHO CAN ADDRESS YOUR PERFORMANCE)
		TELEPHONE NUMBER
		ANNUAL SALES AMOUNT
<b>ATTACH REFERENCES ON A SEPARATE SHEET</b>		
NAME OF PARENT COMPANY	STREET ADDRESS OR P. O. BOX	CITY/STATE/ZIP
MAJOR PRODUCTS OR SERVICES PROVIDED. (Product line sheets may be attached)		
( ) YES ( ) NO TO THE BEST OF YOUR KNOWLEDGE, ARE ANY FULL OR PART TIME EMPLOYEES, OWNERS, OFFICERS, DIRECTORS, STOCKHOLDERS, SUBCONTRACTORS, OR MEMBERS OF THEIR IMMEDIATE FAMILY, OF THIS COMPANY, ALSO A MEMBER OF THE COLLEGE'S BOARD OF TRUSTEES OR AN EMPLOYEE OF THE COLLEGE? IF YES, ATTACH DETAILS.		
( ) YES ( ) NO COMPANY HAS WORKERS COMPENSATION, PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE.		
( ) YES ( ) NO HAVE THE OWNER(S) OR OPERATOR(S) OF THE BUSINESS ENTITY BEEN CONVICTED OF, OR CURRENTLY CHARGED WITH, A FELONY? IF YES, ATTACH A GENERAL DESCRIPTION OF THE CONDUCT RESULTING IN THE CHARGE OR CONVICTION. THIS DOES NOT APPLY TO A PUBLICLY HELD CORPORATION.		
( ) YES ( ) NO UPON REQUEST WILL YOU PROVIDE INFORMATION THAT SHOWS YOUR FINANCIAL AND OTHER RESOURCE CAPABILITIES?		
( ) YES ( ) NO IS COMPANY CERTIFIED AS BEING A MINORITY OR WOMAN OWNED BUSINESS? IF YES, ATTACH A COPY OF YOUR CERTIFICATION		

TO THE BEST OF MY KNOWLEDGE, I CERTIFY TO CISCO COLLEGE THAT THE INFORMATION ON THIS FORM IS TRUE AND ACCURATE.			
SIGNATURE	PRINTED NAME	OFFICER TITLE	DATE

NOTICE: The College is committed to equitable and competitive access to companies that can fulfill our requirements for products and services used in our business activities. However, submittal of this form to the College is not a guarantee that your company will be selected to participate in our business activities. Additional information may be required if your company is selected to provide goods or services.

## **INSTRUCTIONS TO PROPOSERS**

1. Sealed Proposals under the RFP referenced herein will be received by the College until the date and time shown on the sheet titled KEY DATES at which time they will be publicly opened.
2. **ONE (1) ORIGINAL, FOUR (4) COPIES, PLUS ONE (1) ELECTRONIC COPY (USB) OF THE PROPOSAL ARE TO BE DELIVERED TO THE COLLEGE AT ONE LOCATION ONLY, AS FOLLOWS:**

**PROCUREMENT SERVICES**  
**STUDENT INFORMATION SYSTEM RFP**  
**RFP 2021-CE005**  
**Due: June 7th, 2022 3:00 p.m.**  
**Kilgore College**  
**108 Choice St.**  
**Kilgore, Texas 75662**

3. Proposals, including all required data shall be delivered in a sealed envelope, which shall be properly identified with the Proposal number, project name, proposal due date with time, and the name and address of Proposer.
4. **PROPOSALS WILL NOT BE ACCEPTED THAT ARE: NOT SIGNED; DELIVERED TO THE PROCUREMENT SERVICES OFFICE AFTER THE SPECIFIED DATE AND TIME; OR SUBMITTED VIA FACSIMILE TRANSMISSION.**
5. Proposers shall carefully examine the Proposal Documents and shall have become fully informed as to the nature of the Services to be provided and all other matters that may affect the cost and time of completion of the Services. If the Proposer finds that any portion of the RFP requires further information, Proposer must seek such information prior to submitting a Proposal. Failing to do so, Proposer must abide by the decision of the College, should the necessity for a decision arise after acceptance of the Proposal.
6. Any clarifications or interpretations will be given to all known Proposers in addendum form, and such addenda will be included as part of the Proposal Documents. Proposers shall acknowledge receipt of addenda in the spaces provided on the Proposal Form. Only written interpretations or corrections by means of an addendum shall be binding. No Proposer shall rely upon any information given by any other method. Addendum and all RFP documents can be found on Procurement Services website, Requests for Proposals: <https://www.kilgore.edu/about/offices/procurement-services> .
7. Fee estimates for the services submitted on the Proposal shall be considered an irrevocable offer for a period of **ninety days** from the date of the Proposal opening and may not be withdrawn during that period without consent of the College due to grants funds for this project will be disbursed in sections.
8. Provide detailed information showing the projected costs for providing the Services. Please be specific about the various categories of work, the associated cost and proposed payment schedule. **NOTE: THIS PRICING INFORMATION IS TO BE INCLUDED WITH YOUR PROPOSAL IN A SEPARATE, SEALED ENVELOPE. DO NOT INCLUDE ANY PRICING INFORMATION ELSEWHERE IN YOUR PROPOSAL.**
9. Each Proposal is to include a description of the types and amounts of insurance that the Proposer will provide.

10. If Proposer fails to submit a contract and provide the required insurance information within ten (10) calendar days after receipt of notice of an award, such failure may be construed by the College as abandonment of the Proposal, and the College may annul the award.
11. The Vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the College.
12. The College may make such investigations and conduct interviews as may be deemed necessary to determine the ability of Proposer to provide satisfactory performance in accordance with Proposal documents, and Proposer shall furnish to the College, as designated, all such information and data for this purpose as the College may request. The College reserves the right to reject any Proposal if evidence submitted by a Proposer, or investigation of a Proposer's qualifications, fails to satisfy the College that the Proposer is properly qualified to carry out the obligations of the contract and to complete the Services contemplated therein.
13. It shall be clearly understood that any costs incurred by the Proposer in responding to this RFP is at the Proposer's own expense as a cost of doing business and the College is not liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the Proposal is accepted.
14. Neither the Proposer nor the selected Contractor shall offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment or an offer of employment in connection with or arising from this RFP or subsequent contract.
15. All Proposers must disclose the name(s) of any of its employees, officers, directors, subcontractors, or agents who may also be a member of the Board of Trustees, or an employee or agent of the College. Further, all Proposers must disclose the name of any College employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the Proposal Form which is to be titled "**Disclosure of Interest**" and include the person's name, position, and the extent of financial or other interest the person(s) has in Proposer's business affairs.
16. Proposers are hereby notified that in accordance with Section 44.034 of the Texas Education Code, a person or business entity that enters into a contract with Kilgore College must give advance notice to the College 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. Furthermore, the College may terminate a contract with a person or business entity if the College determines that the person or business entity failed to give this notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly held corporation.

**PROPOSAL SIGNATURE FORM**

PROPOSAL OF: \_\_\_\_\_  
(Name of Company)

TO:                   PROCUREMENT SERVICES  
                          STUDENT INFORMATION SYSTEM RFP  
                          Open June 7th, 2022  
                          Kilgore College  
                          108 Choice St.  
                          Kilgore, Texas 75662

**PROJECT: STUDENT INFORMATION SYSTEM RFP**

The undersigned Proposer, having carefully examined the RFP documents and being familiar with all requirements and conditions affecting the Services to be provided hereby offers to provide the Services at the rates attached hereto, in strict conformance with the RFP documents.

**AGREEMENT** Proposer acknowledges that time is of the essence for this project and, if awarded the contract, Proposer agrees to enter into a written agreement with the College within ten (10) calendar days following receipt of the signature copies of the agreement from the College.

**COLLEGE’S RIGHTS.** Proposer understands and acknowledges the College’s right to accept or reject any or all Proposals or parts thereof, waive technicalities and negotiate and award a contract to best serve the interests of the College.

**EXCEPTIONS:** In submitting a Proposal, unless otherwise stipulated, Proposer affirms acceptance of the provisions and requirements of this RFP including the draft agreement. Any variances or exceptions, which Proposer wishes to note with respect to any of the provisions or requirements of this RFP, must be stated in an attachment to the Proposal Form and titled **"Exceptions."** Check one of the following as applicable:

\_\_\_\_\_ NO EXCEPTIONS                   \_\_\_\_\_ EXCEPTIONS ARE ATTACHED

**PROPOSAL CERTIFICATION.** The undersigned, on behalf of the Proposer, certifies that this Proposal is made without previous understanding, agreement or connection with any person or corporation making a Proposal on the same project, and is in all respects fair and without collusion, fraud or unlawful acts.

It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the Proposal is entered.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and for the Company identified as follows:

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Officer Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Facsimile #: \_\_\_\_\_

Email Address \_\_\_\_\_



**REFERENCES**

PROPOSER MUST PROVIDE FIVE (5) CLIENT REFERENCES for which services of a comparable nature, scope and complexity have been completed by Proposer. References must be for services performed in the name of the company submitting the Proposal; work performed by Proposer’s employees, subcontractors or representatives while engaged by another company does not qualify as an acceptable reference. Projects for client references should have occurred within the last three (3) years.

The College seeks a competent, qualified and experienced Contractor and reference information is a critical factor in determining to whom the contract will be awarded. FAILURE TO PROVIDE ALL OF THE REQUESTED REFERENCE INFORMATION WITH YOUR PROPOSAL MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL. The College is under no obligation to provide Proposers a second opportunity to provide references.

Proposer may submit its references on this sheet or on sheet prepared by the Proposer that has a like format.

	Company Name	Contact Person	Telephone Number	Contract Value	Completion Date
1					
2					
3					
4					
5					

**INVITATION TO BID**

May 20, 2022

Ladies and Gentlemen,

You are invited to submit proposals on the services thereof shown on the attachment.

- 1.) Bids should quote prices delivered to Kilgore College, 108 Choice Street in Kilgore, TX 75662.
- 2.) Bid list with specifications is attached hereto.
- 3.) Bids must be received by: 3:00 p..m. Kilgore, TX. time on June 7th, 2022.
- 4.) **Sealed bids** should be addressed to Procurement Services, Kilgore College, 108 Choice Street, Kilgore, TX 75662, in an opaque envelope marked **"STUDENT INFORMATION SYSTEM RFP, Open June 7th, 2022, 3:00 p.m."**
- 5.) Kilgore College reserves the right to reject any and/or all bids, to waive technicalities and/or informalities in the bid or bidding process, and to accept the bid deemed best.
- 6.) Kilgore College expressly reserves the right to award the contract to other than the low bidder after consideration of other factors such as past experience, quality of product, etc. For best value to college.
- 7.) Anticipated delivery date(s) should be shown and the period of time for which the bid prices(s) is/are guaranteed should be indicated.
- 8.) Kilgore College shall be the sole judge of equality of products when and "or equal" item is bid.
- 9.) Bids will be publicly opened and Proposer name only read at the time and on the date shown in number 3 as seen above. Awards will be made as soon as possible after official bid opening.
- 10.) The attached affidavit must be completed, notarized, and returned with your bid or your bid will be disqualified.

Sincerely,

Betsy Hansard  
Procurement Services Manager

# Specifications

Kilgore College seeks a student information system for continuing education with the following features:

- TX-RAMP certified
- provides web-based registration and payment
- allows automation of billing, invoicing, and discounts
- allows custom online course listings for business and community partners
- self-service registration portals for businesses and individuals
- solution to reduce shopping cart abandonment
- conference management solution
- automates creation and issuance of verifiable digital badges

**Sealed proposals shall be subject to acceptance for a period of 90 days after opened, unless otherwise stipulated by the bidder in the space provided under "Prices Held Firm."**

**KILGORE COUNTY JUNIOR COLLEGE DISTRICT COMPLIANCE AFFIDAVIT TEXAS FAMILY CODE SECTION 14.52**

The Texas State Legislature has added a provision to the Texas Family Code, Section 14.52, under which a child support obligor who is thirty (30) or more days' delinquent in paying child support under a court order or written repayment agreement is not eligible to submit a bid or enter into a contract to provide property, materials, or services to the state. A sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder, or an owner of 10% or more of another business entity is a delinquent obligor is thus ineligible to submit a bid to or enter into a contract with the State of Texas. **ANY CORPORATION, THAT DOES NOT HAVE A MAJORITY SHAREHOLDER WHO IS A NATURAL PERSON CAPABLE OF BEING A CHILD SUPPORT OBLIGOR, AND GOVERNMENTAL ENTITIES ARE NOT SUBJECT TO SECTION 14.52 OF THE TEXAS FAMILY CODE. IF A BIDDER IS SUCH A CORPORATION, PLEASE CHECK BELOW.**

corporation without natural person-majority shareholder

To comply with Section 14.52, the Texas General Services Commission requires that this affidavit be signed by an authorized representative of the firm named below. **THIS AFFIDAVIT MUST BE NOTARIZED AND RETURNED WITH EACH BID AND FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BID.** Copies will be acceptable. Bidders may submit a copy of this notarized affidavit with each bid submitted for a bid opening date scheduled within thirty (30) calendar days of the notarization date. **BIDDERS MUST ALSO SIGN THE INVITATION TO BID FORM WHICH ACCOMPANIES THE AFFIDAVIT.**

Affidavit

"I \_\_\_\_\_ Am authorized to sign this bid  
on behalf of \_\_\_\_\_ Name and Title

\_\_\_\_\_  
Name of Bidder

which is a:  sole proprietorship  
 partnership  
 corporation with natural person-majority shareholder  
 other type of business entity: \_\_\_\_\_  
Identity entity type

I certify that NO  
(Sole proprietor for sole proprietorship, partner for partnership, majority shareholder for a corporation, or 10% or more owner for other entity) is 30 days or more delinquent in child support payments required by court order or written repayment agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Title \_\_\_\_\_

SWORN AND SUBSCRIBED before me the undersigned Notary Public on  
\_\_\_\_\_ 20 \_\_\_\_\_.  
Notary Public Signature

**IF AFFIDAVIT IS COPIED OR FAXED, THE NOTARY SEAL MUST BE LEGIBLE TO BE CONSIDERED.**  
Special note: Failure to complete this affidavit and submit with the bid will result in disqualification of the bid.

**FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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." **This notice is not required of a publicly-held corporation.**

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

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

Authorized Company  
Official's Name (please print) \_\_\_\_\_

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor is responsible for the performance of the persons, employees and/or subcontractors Contractor assigns to provide services for Kilgore College pursuant to this contract on any and all Kilgore College campuses or facilities. Contractor will not assign individuals to provide services at a Kilgore College campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Kilgore College Procurement Services Department. If at any time during performance of this contract, there is a change in felony status of any persons, employees, and/or subcontractors providing services to the Kilgore College, Contractor will immediately update the above form and provide such form to the Kilgore College Procurement Services Office within five business days of becoming aware of the change in status.**

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

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

OFFICE USE ONLY

Date Received

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

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Revised 11/30/2015

## 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-I)

(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-I) 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.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
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-	-							
<b>OR</b>								
<b>Employer identification number</b>								
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### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**Deviations/Signature Page**

In the event the undersigned intends to deviate from the general terms, conditions, or specifications listed within this document, all such deviations **must be listed on this page** with complete and detailed conditions and information also being attached, if necessary. Kilgore College will be the sole judge to determine if deviations are acceptable in meeting the needs of the college and participating members.

**DEVIATIONS:**

Our response is submitted according to:

NO DEVIATIONS: In the presence of any deviation entry on this form, the Vendor assures Kilgore College of their compliance with the Terms, Conditions, Specifications, and information contained within this document.

DEVIATIONS LISTED ABOVE

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**HOLD HARMLESS AGREEMENT**

The Contractor shall defend, indemnify, and hold harmless, Kilgore College and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of the Contract.

The Contractor shall also defend, indemnify and hold harmless, Kilgore College and all of its trustees, officers, agents, and employees, from and against claims by any subcontractor, supplier, laborer, materials, or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not to Kilgore College for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Name of Company Representative)

as \_\_\_\_\_ for \_\_\_\_\_  
(Title of Representative) (Name of Entity/Company Represented)

\_\_\_\_ Personally Known  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Printed or Typed Name of Notary)

**AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING****By submission of this response, the undersigned certifies that:**

1. Neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the College's Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of Kilgore College except as noted below:
4. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Penal Code, Chapter 36, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid or proposal;
5. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion concerning this bid or proposal;
6. The bidder or proposer has not violated any state, federal, or local law, regulation, or ordinance relating to bribery, improper influence, collusion, or the like, and that the bidder or proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of Kilgore College in return for the person's having exercised official discretion, power, or duty with respect for this bid or proposal;
7. The bidder or proposer has not and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of Kilgore College in connection with information regarding this bid or proposal, the submission of this bid or proposal, the award of this bid or proposal, or the performance, delivery, or sale pursuant to this bid or proposal.

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

Signature of Authorized Official \_\_\_\_\_

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

Title \_\_\_\_\_ Date \_\_\_\_\_

**AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT**

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, national origin, or handicap and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

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

**SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Kilgore College does not do business with parties that have been suspended or debarred. Firms receiving individual awards and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

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

\_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Date

**Prohibition On Contracts with Companies Boycotting Israel**

Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

Exemption criteria includes the following:

- 1. Company is a sole proprietorship;
- 2. Company employs less than 10 full-time employees;
- 3. Value of the contract is less than \$100,000

“Boycott Israel” is defined to mean 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” is defined to mean 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.

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name of Certifying Official) (Title or Position of Certifying Official)

of \_\_\_\_\_,  
(Name of Company)

does hereby verify on behalf of said company to **Kilgore College** that said company: **(check one)**

- 1) does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract;
- 2) Company is a sole proprietorship;
- 3) Company employs less than 10 full-time employees;
- 4) Value of the contract is less than \$100,000

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification