



Eanes Independent School District  
Purchasing Department  
601 Camp Craft Road  
Austin TX 78746  
512-732-9036

**REQUEST FOR PROPOSALS (RFP)**  
**Support Services Supplies**  
**RFP # 201718-004**

The Eanes Independent School District (“District”) invites qualified companies to submit Proposals for Support Services Supplies. This Request for Proposal can be reviewed and downloaded at the following website:

<http://www.eanesisd.net/dept/purchasing/bid>

If you are an interested firm, the District invites your firm to submit a Proposal Response to the EISD Purchasing Office at [purchasing@eanesisd.net](mailto:purchasing@eanesisd.net). While electronic submissions are preferred, you may still mail your response to the address listed above. The subject line or envelope for your Proposal Response should be plainly marked:

**Proposal Response for**  
**Support Services Supplies**  
**#201718-004**

THIS IS A NEGOTIATED PROCUREMENT, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a Proposer prior to an award. Responses shall be received any time but no later than **3:00 PM on Tuesday, September 12, 2017.**

THIS IS A NEGOTIATED PROCUREMENT, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a proposer prior to an award. The Board of Trustees reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of Proposals without the prior written consent of the Board of Trustees, Eanes Independent School District.

Sincerely,

*Sylvie Pouget*

Sylvie Pouget  
Purchasing Coordinator, Eanes ISD

## SCOPE

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Eanes ISD is accepting Proposals for multiple award contracts for Support Services Supplies for the 2017 - 2018 school year in accordance with the instructions, terms and conditions, and requirements/specifications contained in this Solicitation.

## TIMELINE

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Saturday, September 2, 2017	RFP Issued
Tuesday, September 12, 2017 @ 3:00 PM	RFP Deadline (proposals accepted through this date)

## CHECKLIST ITEMS TO BE PROVIDED WITH ALL PROPOSAL SUBMITTALS

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- **Cover Letter**
- **Attachments/ Exhibits** must be reviewed, signed and returned.
- **References.** List of 3 references (preferably school districts) that we may contact, including detailed explanation of experience in similar engagements.
- **Online Catalog.** Include a link to your online catalog. If online catalog is unavailable, please send a hard copy.
- **Pricing.** Your pricing must be on the form provided as Section IV along with any supporting documentation you feel is necessary.

## SECTION I General Instructions

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1. **Description:** Eanes Independent School District (“EISD” or the “District”) is accepting Proposal Responses for a multiple award contract for Support Services Supplies in accordance with the instructions, terms and conditions, and requirements/specifications contained in this Solicitation.

2. **Submission of Proposals:**

- 2.1 Electronic responses sent to [purchasing@eanesisd.net](mailto:purchasing@eanesisd.net) are the preferred method of submission.
- 2.2 Mailed proposals are to be sealed in an envelope marked on the outside with the Proposer’s name, address and Proposal number and returned to the following address in sufficient time so as to be received and time stamped on or before the time and date shown on this Solicitation:

**Eanes independent School District  
Purchasing Department  
601 Camp Craft Road  
Austin, TX 78746**

- 2.3 Proposals shall represent a true and correct statement and shall contain no cause for claim of omission or error.
- 2.4 Late Solicitation Responses will not be considered under any circumstances.

3. **Questions:**

- 3.1 Any explanation desired by a Proposer regarding the meaning or interpretation of this Solicitation, or any forms included herein, must be requested in writing to [purchasing@eanesisd.net](mailto:purchasing@eanesisd.net) with sufficient time allowed for a reply to reach Proposers before the submission of a Proposal.
- 3.2 Verbal requests for clarification or additional information will not be addressed and will not be binding and will not be made part of the proposal documents.
- 3.3 No contact shall be made with the District unless specifically authorized by the Purchasing Coordinator. Failure to comply with this requirement may be grounds for rejection of a Solicitation Response.
- 3.4 All interpretations or clarifications considered necessary by and approved by the District, in response to Proposer’s requests, will be issued in the form of an Addendum.

4. **Proposal Response:**

- 4.1 The District will be accepting Proposal Responses through **Tuesday, September 12, 2017 at 3PM.**
- 4.2 Proposals must contain:
  - 4.2.1 The Proposal Response Form in Section IV in its entirety;
  - 4.2.2 Certifications/ Representation Documents;
  - 4.2.3 Vendor Catalog (electronic preferred);
  - 4.2.4 Any additional documents required by the Solicitation;
- 4.3 **W-9 Proposer Identification Number Certificate.** Proposer shall submit with their Proposal Response a copy of a W-9 Proposer Identification Number Certification to expedite the payment process if awarded a contract. A copy of the form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- 4.4 The District reserves the right to reject any Proposal Responses that the District considers inappropriate. The District shall also be the sole judge of acceptable Proposal Responses.
- 4.5 Proposals submitted are encouraged to be in type-written or in print format. Due to the high volume of responses, any illegible proposals may be rejected.
- 4.6 **Withdrawal of Proposals.** Any Proposer who is extended the privilege of withdrawing a Proposal because of having proven mechanical error in his or her Proposal may not be allowed to submit a Proposal on similar items for a period of one year unless this prohibition is waived by the Superintendent.

**5. General Terms, Conditions and Requirements for Solicitations.** This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only, and are not attached as part of this Solicitation. A copy may be obtained by contacting the Purchasing Coordinator.

- 5.1 Texas Education Code 44.031.
- 5.2 Purchasing and Acquisition, EISD Policy CH (Legal).
- 5.3 Purchasing and Acquisition, EISD Policy CH (Local).
- 5.4 General Provisions for Purchasing Solicitations and Contracts, Version 2.10.1.

**6. Term of Contract.**

- 6.1 Contracts created by this Solicitation shall be in effect from the date of award through **June 30, 2018**.
- 6.2 Eanes ISD reserves the right to extend the contract at the District's sole option **for 3 (three) additional one year periods**.
- 6.3 All extensions will be done in writing prior to the end of the current contract.

**7. Award of Contract.**

Award of contract may be in the form of a Purchase Order issued by EISD or a formal Contract, duly executed by each of the contracting parties.

7.1. If the Contract is issued in the form of a Purchase Order, the Purchase Order, together with any other documents which the Purchasing Department has attached thereto as part of the Purchase Order, constitutes an offer by the District to purchase from the Vendor the goods and/or services indicated on the Purchase Order, subject to these terms and conditions. The Purchase Order is the sole and complete contract between the District and the Vendor with respect to the goods and services ordered, and supersedes all prior oral and written understandings. No additional terms or modifications to the Purchase Order propose by the Vendor in any acknowledgement, sales order, or other form of communication shall be binding on the District unless the Purchasing Department expressly assents thereto in writing. Purchasing Department's failure to object to provisions contained in any communication from the Vendor shall not be deemed a waiver of the provisions hereof or an approval of the terms therein.

7.2. Acceptance of the Purchase Order is conditional of Vendor's assent to the terms and conditions herein. EISD hereby expressly object to and rejects any terms or conditions addition to or different from those herein, whether previously or hereafter proposed in any writing from Vendor unless Purchasing Department has expressly agreed therewith in writing, if the terms and conditions herein are not acceptable, the Vendor must contact the Purchasing Department in writing upon receipt of the order and withhold performance until the matter is resolved in writing. The Vendor shall be deemed to have accepted the order on the terms herein upon commencement of performance.

7.3. If a formal contract is issued (in addition to – or in the place of a Purchase Order), the terms and conditions of the contract shall be governed in the following order;

- 7.3.1. The original Solicitation;
- 7.3.2. Any addenda submitted prior to the open of the Solicitation;
- 7.3.3. The accepted portions of the vendor's submission to the Solicitation; and
- 7.3.4. Any subsequent contractual documents agreed upon by both parties.

8.4 Partnership and/or Subcontracting. If the Vendor has joined with one or more business partners or is subcontracting any work to respond to the Solicitation, EISD reserves the right to:

- 8.4.1. Reject the Vendor's offer based on that/ those partnership(s) and/ or Subcontractors.
- 8.4.2. Accept, at its opinion, subsequent offers with new partnership(s) and or Subcontractors, should those in initial offer be unacceptable for any reason.

**8. Evaluation, Negotiations and Award.**

- 8.1 Each Proposal Response will be evaluated based on the requirements set forth in Section II, Special Instructions.
- 8.2 Vendors are encouraged to submit proposals as soon as possible.
- 8.3 Awards will be made to Proposers that have received an acceptable evaluation rating on all criteria.
- 8.4 Preference will be given to those responses that offer discounts off catalog pricing as well as prompt payment discounts.
- 8.5 As Proposals are accepted by the District, individual awardees will be notified.

9. **Type of Contract.** Firm-Fixed Discount. Discounts shall remain firm for the life of the contract.

**-End of Section I-**

**SECTION II  
SPECIAL INSTRUCTIONS**

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The following information is to provide the Proposer with the needed information on how to complete and submit their Proposal Response.

**1. Rules of Preparation.**

- 1.1 Discounts offered in the Proposal shall remain fixed and binding for the life of the contract.
- 1.2 EISD expects that the Proposer will comply with the stated requirements of the RFP in developing their response. The Proposer will submit a proposal response consistent with EISD's RFP. Only those features that are directly related to Support Services Supplies are to be included in the Proposal Response.
- 1.3 Any exception to the RFP terms and conditions shall be included in writing in the Proposer's Response.

**2. Pricing.**

- 2.1 It is the intent of this solicitation to establish a discount from catalog or published price list for each of the Category of Items listed in Section IV, Item 3. Failure of Proposer to indicate at least one category will be considered non-responsive.
- 2.2 Proposers must indicate a primary discount, but may offer multiple discounts by category. Leaving the Cost Proposal Section blank may be grounds for disqualification.
- 2.3 For any proposals indicating a discount range, the District will adopt the highest percentage listed as the fixed, firm discount in consideration of award.
- 2.4 Any proposals indicating "call for quotes" instead of a primary discount percentage will be considered non-responsive to this solicitation.
- 2.5 The percentage discount offered will be based on the current published catalog and pricing will remain firm until a new catalog is published and delivered.
- 2.6 The discount percentage will remain firm during the length of the contract, and any extension periods.
- 2.7 Catalog or price list shall be published in some form and shall be available to and recognized by the trade.
- 2.8 A price list especially prepared for this solicitation will not be accepted.
- 2.9 Prices for this RFP cannot be increased for 30 days after the contract begins. In order to change a price list or catalog, a new or amended price list or catalog must be submitted to the Purchasing Department by the Proposer and approved by the Purchasing Department prior to the requested price change. Otherwise the last EISD approved price list or catalog remains in effect until such time that EISD approves the price change.
- 2.10 Price reductions shall be offered immediately upon becoming available to a vendor after award.

**3. Catalogs.**

- 3.1. Electronic catalogs are preferred, if one is not available, please send catalog with your response.
- 3.2. EISD reserves the right to decline proposals from Proposers that cannot provide a catalog (printed or on-line) to the campuses and departments of the EISD.

**4. E-Commerce.**

- 4.1. The Proposer is to provide in the proposal a detailed explanation of the Proposer's e-commerce capabilities (on-line web based – accessible via an internet browser). This should include, but no be limited to, the following information
  - 4.1.1. Online catalog location (URL address)

- 4.1.2. Minimum system requirements (including browser)
- 4.1.3. Technical assistance
- 4.1.4. Ordering assistance
- 4.1.5. General operation/use procedures and requirements
- 4.1.6. Security
- 4.2. If a Proposer does not currently have on-line web based capabilities they are to state "Not Available" on the Proposal Response Form. If on-line capabilities are planned please include the date of availability to the District.

**5. Evaluation Process.**

- 5.1. Upon receipt of proposals, the District's Evaluation Team will review the proposals and may request additional information, as deemed appropriate.
- 5.2. Award will be made to Proposers based on the following requirements. Proposers not meeting the requirements will be deemed non-responsive and will not receive award under this solicitation.
  - 5.2.1. Cost Proposal Section, preference will be given to those vendors who offer the greatest discount.
  - 5.2.2. Prompt Payment Discount, preference will be given to those vendors who offer prompt payment discounts.
  - 5.2.3. Category Selection of the Proposal Response Form, indicating at least one proposed Category (a minimum of one category selection is required).
  - 5.2.4. Current electronic or printed catalog clearly describing items offered and ordering information with clearly identified pricing.
  - 5.2.5. Vendor References and all forms in Section V.
- 5.3. The District reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the District.

**6. Award.**

- 6.1. Awards will be made throughout the open period of this Solicitation.
- 6.2. Awards will be made upon acceptance of Proposal.
- 6.3. Each Vendor will be contacted via e-mail of their approval. **No contact with the campuses or departments shall take place until receipt of approval.**

- 7. **No Guarantee of Orders.** At this time there are no definite items and/or quantities to be ordered. EISD is not required to purchase any minimum or maximum quantity of items.

**-End of Section II-**

**SECTION III  
Scope of Services**

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EISD is seeking to establish an agreement with one or more Businesses, Public or Private Organizations, or other entities that wish to provide Support Services Supplies to the District.

**1. District Overview.**

- 1.1 EISD covers an area of approximately 31.2 square miles and includes parts of Austin as well as the municipalities of Rollingwood and Westlake Hills.
- 1.2 A map of the District is available at the following District website address:  
<http://www.eanesisd.net/district/maps>.
- 1.3 EISD currently has one (1) high school, two (2) middle schools, six (6) elementary schools, one (1) administration building, one (1) maintenance center, one (1) transportation center, and one (1) warehouse.

**2. Catalogs.**

- 2.1 The successful Proposers will be provided a list of District campus and department addresses upon award of contract. Proposer shall supply each campus and department with the link to their on-line catalog, or pdf of their catalog within two weeks after notification of award of contract.

3. **Reports.** The Proposer may be requested to provide reports detailing the following information:
  - 3.1 Number of orders issued by campus/department.
  - 3.2 Items being ordered.
  - 3.3 Dollar amount of each order.
  - 3.4 Total expenditure for District by campus/department.
  
4. **Orders and Delivery.**
  - 5.1 Schools and Departments will be issuing individual purchase orders for items purchased.
  - 5.2 EISD will not be responsible for any goods delivered or services performed without and properly executed purchase order.
  - 5.3 All orders shall be packaged and delivered to the address indicated on the Purchase Order during normal school hours and shall be plainly marked with the proper EISD purchase order number.
  - 5.4 Backorders shall be delivered within forty-five (45) days from receipt of the original order unless otherwise indicated on the Purchase Order or notified by District personnel.
  - 5.5 All exchanges and returns will be handled by the ordering campus/department.
  
5. **Invoicing and Payment.**
  - 6.1 Invoices should be submitted showing the list price of each individual item with the discount being applied against the total of the order.
  - 6.2 Invoices shall be sent to [accountspayable@eanesisd.net](mailto:accountspayable@eanesisd.net).
  - 6.3 Payment terms will be Net 30 days unless otherwise authorized by the District or a prompt payment discount has been offered.
  - 6.4 Payment period does not commence until receipt and approval of wither the product or properly prepared invoice by the ordering campus/department.

**-End of Section III-**

**SECTION IV**  
**Proposal Response Form**

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If a parent company is submitting more than one subsidiary company, a separate Proposal should be submitted for each company name. Multiple catalogs, with the same discount percentage, may be submitted under one company name.

**1. Cost Proposal Section**

Title of Catalog	Date of Catalog	% Disc. Offered

Special Conditions

Shipping Terms

Items in your catalog but not offered at a discount must be clearly identified above in the Special Conditions.

**2. Vendor Information**

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

Order From Address: \_\_\_\_\_

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

Remit To Address: \_\_\_\_\_

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

Web Address: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Purchase Order Fax: \_\_\_\_\_



2.1 Company Information

Does your company accept Purchase Orders as a payment method? \_\_\_ Yes \_\_\_ No

Can Purchase Orders be sent via e-mail? \_\_\_ Yes \_\_\_ No

If yes, e-mail \_\_\_\_\_

Does your company accept Procurement (Credit) Cards as a payment method? \_\_\_ Yes \_\_\_ No

Does your company offer on-line ordering? \_\_\_ Yes \_\_\_ No

2.2 Describe your E-Commerce capabilities including any on-line catalog and requirements for use. Include system requirements, set-up information, and continuing support offered. Include any 3<sup>rd</sup> party E-Commerce provider that may offer your catalog through its services:

2.3 Please explain return policy:

3. Prompt Payment Discount

Discount %	Discount Days Due	Standard Days Due

4. Product Category – Please check all that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Electrical</b>                       | <input type="checkbox"/> <b>Technology</b>          |
| <input type="checkbox"/> <b>Plumbing</b>                         | <input type="checkbox"/> <b>Child Nutrition</b>     |
| <input type="checkbox"/> <b>General Maintenance</b>              | <input type="checkbox"/> <b>Safety</b>              |
| <input type="checkbox"/> <b>Facilities Operations</b>            | <input type="checkbox"/> <b>Business Operations</b> |
| <input type="checkbox"/> <b>Landscaping/ Grounds Maintenance</b> | <input type="checkbox"/> <b>Printing</b>            |
| <input type="checkbox"/> <b>Custodial</b>                        | <input type="checkbox"/> <b>Furniture</b>           |
| <input type="checkbox"/> <b>Transportation</b>                   | <input type="checkbox"/> <b>Other: _____</b>        |

**5. Vendor References**

The Proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. It is recommended that the Vendor show school districts or other local government organizations equal to EISD in size and structure, if possible. To expedite the contract award, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for Proposal disqualification.

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**6. Proposer's Certification**

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Proposal Solicitation, including all forms and attachments included and/or referenced herein, for the amounts(s) shown on the accompanying Proposal form(s).

Proposers Signature \_\_\_\_\_ Date \_\_\_\_\_

**-End of Section IV-**

## **Section V**

### **Certifications and Required Forms**

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1. References
2. Suspension or Debarment Certificate
3. Felony Conviction Notice
4. CTPA Adoption Clause
5. Certificate of Residency
6. Conflict of Interest Questionnaire
7. Certificate of Interested Parties - Form 1295

## REFERENCES

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All Proposers shall submit a list of at least three references for which similar contracts are in effect or have been completed. Austin area references are preferred.

1. Customer: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

2. Customer: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

3. Customer: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

## SUSPENSION OR DEBARMENT CERTIFICATE

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

1. Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034 of the Texas Education Code, and
2. Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (\_\_\_\_.36)

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Company Official Signature: \_\_\_\_\_

Please Print Company Officials Name: \_\_\_\_\_

Title of Official: \_\_\_\_\_

Date: \_\_\_\_\_

## FELONY CONVICTION NOTICE

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Senate Bill 1 passed by the State of Texas Legislators, 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 owners 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 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 disclosure is not required of a publicly-held corporation (option A).

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction had been reviewed by me and the following information furnished is true to the best of my knowledge (select one answer).

Vendor’s Name: \_\_\_\_\_

Authorized Company Officer’s Name: (please print) \_\_\_\_\_

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

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

Signature of Company Officer: \_\_\_\_\_

**B. My firm is not owned nor operated by anyone who has been convicted of a felony.**

Signature of Company Officer: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Details of Conviction: \_\_\_\_\_

\_\_\_\_\_

Signature of Company Officer: \_\_\_\_\_

**ALL VISITORS TO ANY EANES ISD BUILDING WILL BE REQUIRED TO PRESENT A PICTURE ID AND BE ENTERED INTO THE VISITOR MANAGEMENT SYSTEM IN ORDER TO RECEIVE A VISITOR PASS. NO VISITOR WILL BE ALLOWED ENTRY WITHOUT A VISITOR’S PASS.**

Signature of Company Officer: \_\_\_\_\_

# CENTRAL TEXAS PURCHASING ALLIANCE ADOPTION CLAUSE

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## USE OF CONTRACT(S) BY MEMBERS COMPRISING THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA).

- A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, <http://209.184.141.5/ctpa/members.htm>.
- C. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION:

- \_\_\_\_\_ YES
- \_\_\_\_\_ NO
- \_\_\_\_\_ YES, with the exception of the following districts:

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

Printed Name of Authorized Company Official: \_\_\_\_\_

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

Date: \_\_\_\_\_

## CERTIFICATE OF RESIDENCY

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The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.

<http://www.capitol.state.tx.us/statutes/docs/GV/content/htm/gv.010.00.002252.00.htm>. This law makes it necessary for Eanes ISD to determine the residency of its bidders. In part, this law reads as follows:

Section: 2252.001

(3) 'Non-resident bidder' refers to a person who is not a resident.

(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

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal 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 the state in which the nonresident's principal place of business is located."

I certify that

\_\_\_\_\_  
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

\_\_\_\_\_ Resident Bidder      \_\_\_\_\_ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ in the state of \_\_\_\_\_.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# 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:

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(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.

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

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to Contractor’s response to this solicitation.

The District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits the District from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom the District contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

As a “business entity,” all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with the District by attaching the completed form to the vendor’s solicitation response.

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

**- End of Document -**