



**Santa Fe Independent School
District
Cowan Education Center
4133 Warpath
Santa Fe, Texas 77510
(409) 925-3526**

March 23, 2017

NOTICE

Sealed proposals addressed to the Santa Fe Independent School District, Attention: Lee Townsend, Chief Financial Officer, will be received in the Business Department at Cowan Education Center, 4133 Warpath, Santa Fe, Texas 77510 until:

**2:30 pm, Thursday, April 20, 2017 for
RFP# 2017-007 PEST CONTROL SERVICES**

at which time the names of the companies submitting proposals will be read aloud. Vendors may attend but the presence of the vendor is not required.

*Prospective vendors shall submit one (1) original and two (2) hard copies in a sealed envelope clearly marked **RFP#2017-007 PEST CONTROL SERVICES, 2:30pm, Thursday, April 20, 2017**. Failure to submit a proposal in the manner requested may result in rejection of the proposal.*

Any proposal received later than the specified time, whether delivered in person or mailed, shall remain unopened.

Santa Fe ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the district and waive any informality.

The length of the contract award shall be for one (1) year beginning July 1, 2017 through June 30, 2018, renewable annually for two (2) additional one (1) year terms by mutual consent.

**Lee Townsend, CPA
Chief Financial Officer**

GENERAL CONDITIONS

THE WORDS “BIDS, PROPOSALS, QUOTES” AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

Proposals shall be delivered with all required data by the time and date specified. Any proposal received after the required time and date will not be considered. Santa Fe ISD shall not be held liable for any proposal improperly identified and thus not considered for award.

NO BID: Bidders may opt to send a NO BID response to Santa Fe ISD by completing the attached form. Vendors not responding to a bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

LATE BID: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Santa Fe ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Business Department shall be the official time of receipt.

UNSIGNED BIDS will NOT be considered. Only **SEALED BIDS/PROPOSALS** will be accepted. Faxed or electronic submissions will NOT be accepted.

VENDOR shall provide with bid response, all required documentation and forms in the format received. Failure to provide this information may result in rejection of bid.

BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.

DURING THE LIFE OF THE CONTRACT: If the successful bidder's net prices to other customers for awarded items are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Santa Fe ISD.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of goods/services. All items must meet OSHA Standards of Compliance and be asbestos free.

SAMPLES, if applicable or requested, shall be furnished at no cost to Santa Fe ISD within five (5) days of the request. If not destroyed or consumed during the evaluation, samples will be returned to the bidder, by request, at the bidder's expense. Samples received and not requested for return by the bidder, will be considered a donation to the district.

ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.

DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be new, in first class condition, including containers suitable for shipping or storage, unless otherwise indicated in the bid. Santa Fe ISD will not accept “factory seconds” or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

REMEDIES: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. The bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

RESPONSIBLE BIDDER: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality of performance and completion of contract within a specified time period.

REFERENCES: Santa Fe ISD may request bidders to supply, with each bid, a list of at least three (3) references where like goods/services have been supplied by the vendor to entities of similar size and scope. Include name of firm/district, address, telephone number and name of representative.

WITHDRAWAL OF BID: A bid may not be withdrawn or cancelled by the bidder without the permission of Santa Fe ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of the bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on an unresponsive vendor list.

BID EVALUATION: Bids must be submitted on Santa Fe ISD forms for consideration. Additional information may be attached for evaluation purposes. The lowest bid will not necessarily be the successful bid.

EVALUATION CRITERIA: The evaluation criteria will include but not be limited to: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the district's needs; (5) the vendor's past relationship with the district; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (7) the long-term cost to the district to acquire the vendor's goods or services; (8) whether the vendor or vendor's parent company or majority owner has its principal place of business in Texas; and (8) any other relevant factor as listed in the project documents.

BID AWARD: Santa Fe ISD reserves the right to award bids as a whole or on a line item basis, whichever proves most advantageous to the district. The bidder shall provide unit prices on quantity specified and extended amount. In the event of errors, the unit price shall govern.

DELIVERY: All products delivered as a result of an awarded bid, must have the delivery and/or freight charges (FOB) to Santa Fe ISD DESIGNATED LOCATION with inside delivery included in the bid price.

SALES TAX: Santa Fe ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

DISCOUNTS: No cash advance discounts will be considered.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Santa Fe ISD.

DEVIATIONS FORM SPECIFICATIONS: All deviations from specifications must be noted in writing and in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written, not previously submitted as required, will be grounds for rejection of the materials, goods, equipment or services upon delivery.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not

taken exceptions and Santa Fe ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Santa Fe ISD will not accept substitutes after item(s) have been awarded as specified. Santa Fe ISD reserves the right to accept or reject any, all or none of the bid exception(s)/ substitution(s), as deemed in the best interest of Santa Fe ISD.

DESCRIPTIONS: Any reference to model, make or manufacturer used in bid specifications is descriptive, not restrictive. References will be used to indicate the type and quality desired by the district. Bids on items of like quality will be considered.

“OR EQUAL” PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor’s responsibility to submit sufficient data for the district to properly analyze an “or equal” item.

ADDENDA: Any interpretations, corrections or changes to this bid and specifications, will be made by addenda. Sole issuing authority of addenda shall be vested in Bob Atkins, Director of Maintenance and Operations. Inquiries shall be made in the form of an email to Bob.Atkins@sfnisd.org. No addenda will be issued later than five (5) business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. Addenda will be emailed to all who are known to have received a copy of the bid.

CHANGE ORDERS: No oral statement of any person shall modify otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Santa Fe ISD Chief Financial Officer.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Santa Fe ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by an person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Santa Fe ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Santa Fe ISD growing out of such injury or damages.

CONTRACT: This bid, when properly accepted by Santa Fe ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Santa Fe ISD. No different or additional terms will become a part of this contract with the exception of change orders.

TERMINATION OF CONTRACT: This contract shall remain in effect until expiration. Delivery and acceptance of products and/or performance of services is subject to the following conditions:

- Santa Fe ISD reserves the right to review the performance of vendor at all times and;
- Santa Fe ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Santa Fe ISD approval at any time on (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Santa Fe ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

Santa Fe ISD reserves the right to terminate contracts at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

TERMINATION FOR DEFAULT: Santa Fe ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Santa Fe ISD in the event of breach or default of this contract. Santa Fe ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- Meet schedules;
- Default in the payment of any fees;
- Otherwise perform in accordance with these specifications.
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REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Santa Fe ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Santa Fe ISD, the district may on ten (10) days notice terminate this agreement and receive the pro-rata portion of the contract sum paid to the vendor by Santa Fe ISD for the unexpired term of the agreement.

BREACH OF CONTRACT or default authorizes Santa Fe ISD to exercise any or all of the following rights:

- Santa Fe ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
- Santa Fe ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due;
- Santa Fe ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Santa Fe ISD. In such event, the district may charge the successful bidder the difference for any additional cost of such bid items.

IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Santa Fe ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Santa Fe ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

BIDDER, IN SUBMITTING THIS BID, agrees that Santa Fe ISD shall not be liable to prosecution for damages in the event that Santa FE ISD declares the bidder in default.

GRACE PERIOD: Santa Fe ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

NOTICE: Any notice provided by this bid, (or required by law), to be given to the successful bidder by Santa Fe ISD, shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Santa Fe, Texas, by registered or certified mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Santa Fe ISD from claim involving infringements of patents and /or copyrights.

NON-WARRANTY OF PROPOSAL: Due care and diligence has been exercised in the preparation of the proposal and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the service required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this proposal. The District reserves the right to request additional information from the vendor after the submission date.

PURCHASE ORDER: A purchase order(s) shall be generated by Santa Fe ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Santa Fe ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department delivery location, (c) Santa Fe ISD purchase order number, (d) descriptive information as to the item(s) delivered, including project code, item number, quantity, number of containers, etc.

PRODUCTS SUPPLIED under this contract shall be subject to Santa Fe ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Santa Fe ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Santa Fe ISD.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Santa Fe ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Santa Fe ISD.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Santa Fe, Galveston County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Santa Fe ISD.

SILENCE OF SPECIFICATION: the apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

FORCE MAJEURE: Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

EQUAL EMPLOYMENT OPPORTUNITY: All vendors shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulation (41CFR Part 60).

PAYMENT will be made upon receipt and acceptance by Santa Fe ISD of items(s) ordered and receipt of a valid invoice, in accordance with the State of Texas prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from receipt of payment. Vendors and contractors may negotiate and the district will consider earlier payment terms if such terms are advantageous to Santa Fe ISD.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must submit a Conflict of Interest Questionnaire, if required, no later than the seventh (7th) business day after the date the person becomes aware of facts that require the statement to be filed, as required by Local Government Code, Section 176.006.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must comply with House Bill 1295, Disclosure of Interested Parties (Form 1295), filed electronically with the Texas Ethics Commission.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file with district.

ALL VENDORS MUST ALSO INCLUDE: A Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with the bid.

ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO BOB ATKINS, DIRECTOR OF MAINTENANCE AND OPERATIONS –
Bob.Atkins@sfisd.org.

NOTE: Santa Fe ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities and/or employment practices.

DESCRIPTION OF SERVICES

Introduction: The purpose of this proposal is to provide Santa Fe ISD with a source to provide pest control services at the prices offered herein, for the term of the agreement and any renewal periods. It is the policy of Santa Fe ISD to use Integrated Pest Management (IPM) as the strategy for control of pests in and around school facilities. The following description of services details the District's understanding of the scope and content of IPM services as it will apply to district property.

Bidders should read the entire set of specifications carefully, as these will form the basis of the contractual agreement with Santa Fe ISD. Failure to comply with the specifications may provide grounds for termination of the contract agreement. Bids should reflect not only the expected costs to the contractor for providing basic pest control services, but also the costs for providing supplementary services such as reporting, emergency treatments, in-service training and quality control.

BID REQUIREMENTS

Site Visits: Bidder is required to inspect all premises to be covered in the contract and render a bid detailing specific charges for each of the listed sites/facilities. Bidders may examine the facilities by contacting Bob Atkins, Director of Maintenance and Operations, at 409-925-9200, to request an appointment. **Bids will not be accepted from prospective vendors who have not conducted site visits prior to submitting their bid.**

Bidder Qualification: Bids shall be considered only from vendors who, in the judgment of Santa Fe ISD, are regularly established in business, financially responsible, able to show evidence of satisfactory past performance and capable of rendering prompt and satisfactory services. Each vendor shall furnish documentation specifically stating length of time in business and the availability of personnel available to properly fulfill the services and conditions required under these specifications. Each vendor shall complete the references form attached to this proposal and list customers who have contracts for similar service.

Santa Fe ISD may request additional information sufficient to determine the vendor's ability to meet these minimum specifications as listed. Requests for information contained in this section may also occur at any other time during the effective period of this contract, including any extensions thereof.

Board Certified Entomologist: Preference shall be given to vendors with trained entomologist or access to one as a consultant. A Board Certified Entomologist (BCE), is a person with formal training in entomology whose expertise has been examined and certified by the Entomological Society of America.

A copy of certifications for all BCE staff should be attached to the proposal. If the vendor does not employ a BCE, the vendor shall provide Santa Fe ISD with the name, address and phone number of the consulting entomologist used by the vendor.

SCOPE OF WORK

Service Plan: The vendor shall provide a comprehensive Integrated Pest Management Plan (IPM), for the buildings and other areas specified herein. The submitted plan shall be in accordance with the district's IPM Policy. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage and access used by pests.

The vendor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping and pesticide application components of the IPM Plan. The vendor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

Pests Included and Excluded: The vendor shall adequately suppress the following pests:

- Indoor populations of commensal rodents (Norway and roof rats, house mice), cockroaches, ants including but not limited to Fire Ants, Pharaoh Ants, Sugar Ants, and Raspberry "Crazy" Ants, flies, spiders and other arthropod pests not specifically excluded from the contract
- Populations of the above pests that are located outside of the specified buildings, but within areas immediately adjacent to buildings
- Winged termite swarms emerging indoors

The following pest populations are excluded from this contract:

- Termites, Carpenter Ants and other wood-destroying organisms
- Mosquitoes
- Birds, bats, snakes and all other vertebrates other than commensal rodents
- Pests that primarily feed on outdoor vegetation

GENERAL CONTRACTOR RESPONSIBILITIES

Initial Inspections of Facilities: The vendor shall conduct a thorough, initial inspection of each building or site within ten (10) days of the initial awarded contract. The purpose of the initial inspection will be for the vendor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features or management practices that may be contributing to pest infestation. Access to building space shall be coordinated with the district IPM Coordinator, who will inform the vendor of any restrictions or areas requiring special scheduling.

Pest Control Plan: Prior to initiation of service, the vendor shall submit to the IPM Coordinator a Pest Control Plan (PCP), for each building or site within ten (10) days following the initial inspection. Upon receipt of the PCP, the IPM Coordinator will render a decision concerning its

acceptability within five (5) working days. If aspects of the PCP are incomplete or disapproved, the vendor shall have two (2) working days to submit revisions. The vendor should be on site to initiate service within five (5) working days following notice of approval.

The PCP shall consist of five (5) parts as follows:

1. **Proposed Methods and Equipment for Service** – The vendor shall provide a summary of proposed control methods including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment and any other pest control devices or equipment that may be used to provide service.
2. **Proposed Methods for Monitoring and Surveillance** – The vendor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract. In addition, the vendor will work with the IPM Coordinator to establish population levels that constitute unacceptable levels of pest presence in school facilities.
3. **Service Schedule for Each Building or Site** – The vendor shall provide complete service schedules that include planned frequency of contracted visits, specific day(s) of the week for contracted visits and approximate duration of each visit.
4. **Preventative Site Solutions** – The vendor shall describe site-specific solutions for observed sources of pest food, water, harborage and access.
5. **Commercial Applicator or Technician Licenses** – The vendor shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every employee who will be performing on-site services under the contract.

Record Keeping: The vendor shall be responsible for maintaining a pest control logbook or file for each building or site specified in the contract. These records shall be kept on school district property and maintained on each visit by the vendor. Each logbook shall contain the following items:

1. **Pest Control Plan** – A copy of the approved PCP for that facility, including labels and MSDS for all pesticides used in the building, brand names of all pest control devices and equipment used in the building and the service schedule for that location.
2. **Service and Complaint Log** – Record of service visit activities and complaints from staff concerning pest observations or pesticide applications. The record should show times in and out and signed by the vendor at each service visit.
3. **Service Report Forms** – Documentation of information on pesticide applications, pest sightings, sanitation/environmental status and building maintenance needs should also be present in the logbook.

In addition, copies of completed Service Report Forms should be forwarded to the District IPC Coordinator at least once a month for all facilities/sites.

Posting: The vendor shall fulfill all obligations with regard to posting, as required by the Texas Structural Pest Control Board. Santa Fe ISD will be responsible to post, in a prominent location,

pest control signs provided by the vendor in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, Santa Fe ISD will display the pest control sign in a prominent location at the time of treatment.

Times of Service: The vendor shall perform routine pest control services only during times when students are not expected to be present for normal academic activities for at least twelve (12) hours after the application (*as defined under Article 135B-6 '4J(e) of the Structural Pest Control Act and Title 22, Texas Administrative Code, '595.11*). In the event of a possible need for an emergency treatment, (*as defined by Title 22, Texas Administrative Code, "595.8 (d) and '595.11*), the vendor shall work with the IPM Coordinator to determine whether an emergency situation exists before applying any pesticides. In such cases pesticides may be applied only to the local area of infestation if students are present or if less than twelve (12) hours will elapse before students are expected to be present. In the event of such an emergency treatment, the vendor will maintain records of the reasons for such treatments for the period prescribed by law.

Safety and Health: The vendor shall observe all safety precautions throughout the performance of the contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold Santa Fe ISD harmless for any action on its part or that of its employees that results in illness, injury or death.

Uniforms and Protective Clothing: All designated vendor personnel working in or around designated district buildings shall wear distinctive uniform clothing. The vendor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

Vehicles: Vehicles used by the vendor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on district property. Vehicles must meet Texas Department of Transportation requirements.

Licensing: Throughout the term of the contract, the vendor shall maintain a current business license issued by the Texas Department of Agriculture. In addition, all vendor personnel providing on-site pest control service, must maintain licensing (in categories appropriate to the work being performed), as commercial applicators or licensed technicians. Unlicensed applicators will not be permitted to provide service to the district under the contract agreement. A copy of licenses for all vendor technicians shall be attached to the proposal.

Insurance Requirements: The successful vendor shall provide the following insurance verification:

General

Santa Fe ISD requires that the following insurance requirement be met:

- The insurance shall contain a provision that at least thirty (30) days prior written notice shall be given to the owner in the event of cancellation, material change, or non-renewal.

- The Contractor shall not commence any portion of the work under this contract until all the insurance required herein and certificate of such insurance have been completed and approved by the owner.
- There shall be a hold harmless agreement in which the Contractor assumes liability on the contract and holds the Owner harmless.
- The Contractor shall purchase and maintain in force the following kinds of insurance for operations under this contract and provide the Owner with a certificate of insurance as evidence. Copies of such insurance documents shall be part of the contract agreements and the Contractor shall maintain such in force throughout the term of any contract let by the District.

Casualty Insurance and Securities-Minimum Requirements

- Workers Compensation Insurance, as statutory provision required.
- Contractor must be a subscriber to the Texas Workers Compensation Act.
- Comprehensive-General Liability Insurance (Occurrence basis only)*

Bodily Injury and property Damage:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Personal and Advertising Injury:

Occurrence	\$ 500,000
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Broad Form Property Damage:

Each Occurrence	\$ 500,000
(Include Complete Operations)	
Aggregate	\$ 300,000
(Include X-C-U Coverage)	

Covering Hold Harmless property Damage:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Independent Contractors Bodily Injury/Damage:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Products and Completed Operations Bodily Injury:

Each Occurrence	\$1,000,000
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Property Damage:

Each Occurrence	\$ 500,000
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Aggregate	\$1,000,000
Fire Damage, Legal Liability	
Any One Fire	\$ 50,000
Medical Expenses	
Any One Person	\$ 5,000
Sexual Molestation	\$ 10,000

Santa Fe ISD shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

- Comprehensive Vehicle Liability Insurance
Business (Commercial) Vehicle Liability Insurance*
Covering all owned, non-owned and hired vehicles:

Bodily Injury Each Person	\$ 250,000
Each Accident	\$ 500,000

Property Damage Each Occurrence	\$ 100,000
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- Umbrella Liability Insurance (Excess) \$1,000,000

*No deletion/exclusions from standard coverage from allowed without the written consent of Santa Fe ISD.

The successful vendor must provide current copies of all insurance required, naming Santa Fe ISD as additional insured, within ten (10) working days of notification of award. Failure to provide copies of the required insurance within the given time may be cause for termination of the contract.

The successful vendor shall furnish any renewal certificates for insurance that may expire during the term of the contract.

Complaints: Should at any time Santa Fe ISD become dissatisfied with the pest control service, the successful vendor shall be notified in writing by the IPM Coordinator regarding problems that occurred. The notice will detail the problems and site(s) experiencing problems. The vendor will be required to contact the IPM Coordinator to discuss possible solutions and the vendor will be given a date by which a written response with the proposed solutions must be submitted.

PEST CONTROL RESPONSIBILITIES

Structural Modifications and Recommendations: The vendor shall be responsible for advising the IPC Coordinator about any structural, sanitary or procedural modifications that would reduce pest food, water, harborage or access. The vendor shall be responsible for adequately suppressing all pests included in the contract regardless of whether or not Santa Fe ISD implements suggested modifications. Santa Fe ISD will not hold the vendor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the vendor to eliminate pest harborage or access may be approved by Santa Fe ISD on a case-by-case basis. The vendor shall obtain the approval of the IPM Coordinator prior to any application of sealing material or other structural modification.

Use of Pesticides: The vendor shall be responsible for applications of pesticides according to the label. All pesticides used by the vendor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Texas. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State and local laws and regulations. The vendor shall adhere to the following rules for pesticide selection and use:

1. **Non-Pesticide Products and Their Use** – The vendor shall use non-pesticide methods of control wherever possible. For example:
 - Portable vacuums rather than pesticide sprays shall be used for initial clean-outs of cockroach infestations, swarming (winged) ants and termites and for control of spiders in webs wherever appropriate.
 - Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.
2. **Application by Need** – Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventative pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable on a case-by-case basis, as approved by the IPM Coordinator.
3. **Pesticide Products and Their Use** – When it is determined that a pesticide must be used in order to obtain adequate control, the vendor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control. When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists, in that order, according to the criteria established in the most recent Structural Pest Control Board definitions of these products (*Title 22, Texas Administrative Code, '595.12(f)*). Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate. As a general rule, liquid aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and Crevice Treatment" is defined in this

proposal as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building. Application of pesticide liquid, aerosol, or dust to exposed surfaces or any space sprays (including fogs, mists and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical. The vendor shall obtain the approval of the IPM Coordinator prior to any application of pesticide liquid, aerosol or dust to exposed surfaces, or any space spray treatment. The vendor shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

4. **Pesticide Storage/Disposal** – The vendor shall not store or dispose of any pesticide product on Santa Fe ISD property.
5. **Pesticide Sales and Distribution** – The vendor shall not sell, share or make available any pesticide products to any non-licensed Santa Fe ISD employee.

Rodent Control: As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the IPM Coordinator. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. The vendor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the vendor shall obtain the approval of the IPM Coordinator prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife and domestic animals, or in EPA-approved, tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible.

Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The vendor shall adhere to the following rules:

- All bait boxes shall be placed out of the general view in locations where they will not be disturbed by routine operations.
- The lids of all bait boxes shall be securely locked or fastened shut.
- All bait boxes shall be securely attached or anchored to the floor, ground wall or other surfaces, so that the box cannot be moved.
- Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
- All bait boxes shall be labeled with the vendors' business name and address and dated by the vendor technician at the time of installation and at each servicing.

Quality Control Program: The vendor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days

prior to the starting date of the contract, the vendor shall submit a copy of the quality control program to the IPM Coordinator. The program shall include the following items:

1. **Inspection System** – The vendor shall develop a system for monitoring the effectiveness of the services provided to Santa Fe ISD. The purpose of this system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or Santa Fe ISD or State Health Department Inspectors identify the deficiencies.
2. **Quality Control Checklist** – A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include all buildings or sites serviced by the vendor as well as every task required to be performed.
3. **Quality Control File** – A quality control file shall contain a record of all inspections conducted by the vendor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to Santa Fe ISD upon request.
4. **Inspectors** – the vendor shall state the name(s) of individuals responsible for performing the quality control inspections.



*Santa Fe Independent School District
Cowan Education Center
4133 Warpath
Santa Fe, Texas 77510
(409) 925-3526*

**BID ACKNOWLEDGEMENT FORM
RFP#2017-007 – PEST CONTROL SERVICES**

All vendors must complete this acknowledgement form along with all of the following forms to be considered.

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agree to furnish all goods and services specified at the prices and transportation costs as proposed. (Failure to sign will disqualify this proposal).

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification and the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf;
- e. Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, Santa Fe ISD shall have the right to annul this contract without liability;
- f. As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CQI form can be obtained directly from Santa Fe ISD Business Department, 4133 Warpath, Santa Fe, Texas 77510.
- g. The undersigned certifies that to his/her knowledge, no Santa Fe ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.
- h. The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district, will be an integral part of any contract awarded as a result of this response submitted.

Company Name: _____
Address: _____ Phone Number: _____
Authorized Signature: _____
(Print Name)
Title: _____ Date: _____

NO BID RESPONSE FORM

VENDORS WHO RESPOND TO THIS PROPOSAL INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE SHALL BE REMOVED FROM OUR MAILING LIST.

VENDOR:

Please check the appropriate box below, complete the remainder of the form, and email the form to the attention of Bob.Atkins@sfisd.org

- We have chosen not to submit a proposal at this time, but wish to remain on your proposal mailing list
- Please remove us from your proposal list

Company Name: _____

Representative Name: _____

Signature: _____ Date: _____

SANTA FE ISD
PEST CONTROL SERVICES – PRICE PROPOSAL FORM
RFP#2017-006

To Bidders: This form must be completed and submitted with all other required forms. Additional pages may be attached, if applicable, for total cost explanation.

Total Proposal Price: \$ _____

Alternate Comments: _____

Alternate Bid Price: \$ _____

Submitted By: _____

Company Name: _____

Address: _____

Zip _____

Phone: _____

Authorized Signature: _____ Date: _____

Print Name and Title: _____

REFERENCES

The references section must be filled out completely. Proposals submitted without references may be disqualified from consideration. Please list three (3) references for which the vendor has provided like products/services on a regular basis within the past year.

Name of Firm or District: _____

Name of Representative _____

Address: _____

Telephone Number: _____

Name of Firm or District: _____

Name of Representative _____

Address: _____

Telephone Number: _____

Name of Firm or District: _____

Name of Representative _____

Address: _____

Telephone Number: _____

The undersigned agent confirms that the above references may be contacted by the District.

Signature of Authorized Agent

Company Name

Date

1. VENDOR INFORMATION

COMPANY NAME:

ORDERING ADDRESS:

PHONE:

TOLL FREE:

ACCOUNTS PAYABLE ADDRESS:

FAX:

TOLL FREE FAX:

INTERNET ADDRESS:

CUSTOMER SERVICE E-MAIL:

DO YOU ACCEPT
PURCHASE ORDERSYES NO CASH PAYMENT TERMS
(Net 30 Days)

OR _____% Discount in Net _____ Days

MINIMUM ORDER AMOUNT,
IF ANY**PRINCIPALS AND KEY PERSONNEL**

PRESIDENT / OWNER:

GENERAL MANAGER:

ACCOUNTING / ACCOUNTS RECEIVABLE MANAGER:

SALES MANAGER:

YEARS / MONTHS IN BUSINESS WITH PRESENT NAME:

NUMBER OF EMPLOYEES:

COMPANY IS: MANUFACTURER OR PRODUCER, DISTRIBUTOR, WHOLESALER,
 RETAILER, CONSULTING, CONSTRUCTION, BROKER, SERVICE,
 OTHER: _____

CERTIFICATIONS

2. **TAXPAYER IDENTIFICATION : W-9 (attach)**

3. **NON COLLUSIVE BIDDING CERTIFICATE & ACKNOWLEDGMENT**

By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.

- I certify that the above information is true and correct. YES

4. **RESIDENT / NONRESIDENT CERTIFICATION**

- **RESIDENT VENDOR** - I certify that my company is a "resident vendor." YES

- **NONRESIDENT VENDOR** - As defined by Texas Government Code 2252.001, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. If you qualify as a "nonresident vendor," you must furnish the following information: **Resident state address?** (The state in which your principal place of business is located.)

Street, City, State, Zip:

5. **FELONY CONVICTION NOTIFICATION**

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. **Check the appropriate box and sign the form.**

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

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

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

Name of Felon: _____

Details of Conviction(s) _____

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

ADDENDA

6.

- If no amendments were received **then leave this blank or write N/A.**
- *If any amendments were received, Respondent acknowledges receipt of Addenda numbered _____ through _____ and has incorporated the provisions thereof into the bid/proposal.*

RENEWAL OF CONTRACT

This contract will be effective for one (1) year with renewal options for two (2) additional one (1) year periods (as stated in the terms and conditions), at the District's option and with the acceptance of the awarded vendor(s): In the event this proposal expires before another proposal is awarded, the vendor shall extend the contract for ninety (90) days on a month-to-month basis by mutual agreement.

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PR/Award # or Project Name:	
	Check applicable box <input checked="" type="checkbox"/>
• I (We) certify that our company has not been debarred and is not participating in lobbying activities.	
• See attached explanation and complete disclosure forms.	

PROPOSAL VALIDITY

- Proposal shall remain valid, pending award, through: **June 30, 2018** YES or (date): _____
- Prices & Discounts effective through: **June 30, 2018** YES or (date): _____
- Prompt payment discount allowed: (% / Days) _____ % **Days**

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

10. CLEAN AIR & WATER ACT CERTIFICATION (This is a Federal requirement)
 I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

11 CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Sub-Grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:
 (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, SF-LLL "Disclosure of Lobbying Activities" Form in accordance with its instructions (see following page).
 (3) The undersigned shall required that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Check applicable box	<input checked="" type="checkbox"/>
• I (We) certify that our company has not been debarred and is not participating in lobbying activities.	
• See attached explanation and complete disclosure forms.	

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

VENDOR DIRECT DEPOSIT AUTHORIZATION

Vendor Direct Deposits are only available to banks within the U.S. Payments to companies not in the U.S. will be made by check in U.S. dollars.

- Use only BLUE or BLACK ink
- Complete all sections as required
- Alterations must be initialed
- Complete all appropriate box(es)
- Attach a voided check, or banking instructions on your bank's letterhead
- SFISD is unable to send direct deposit payments to your bank without one of these attachments
- SFISD will make every effort to process this request within 45 days of receipt of this completed form/attachments

TRANSACTION TYPE

<input type="checkbox"/> New Setup	<input type="checkbox"/> Electronic Purchase Orders	<input type="checkbox"/> Cancellation	<input type="checkbox"/> Change Financial Institution	<input type="checkbox"/> Change Bank Account Number	<input type="checkbox"/> Change Email Notification
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PAYEE IDENTIFICATION

Tax identification number or Federal Employer's Identification (FEI) :	Business Phone:
Name:	City:
Street Address:	State, Zip Code:

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

I authorize Santa Fe ISD to deposit by electronic transfer any and all payments by SFISD, in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or my payments may be erroneously transferred electronically. I understand that SFISD will reverse any payments made to my account in error.

I consent to and agree to be subject to and comply with the National Automated Clearing House Association Rules and Regulations pertaining to Originators and Receivers. I, the undersigned, represent and warrant that I am authorized to execute this document on behalf of the Payee.

Authorized Signature:	Printed Name and Title:	Date:	Phone:
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FINANCIAL INSTITUTION

Financial institution name:	City:	State:
Routing transit number (always 9 digits):	Customer account number:	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

EMAIL NOTIFICATION

Email address used for receipt of remittance information:
Email address used for processing purchase orders:

REMITTANCE ADDRESSE(S) AS LISTED ON YOUR INVOICE(S) – Attach separate page if necessary or attach sample invoice(s)

Address:	City:	State:	Zip Code:
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**Return the completed, signed form to:
 Santa Fe ISD Finance Department
 PO Box 370 Santa Fe, TX 77510
 Or
 accounts.payable@sfsid.org**



~~Santa Fe Independent~~ **School District**

Santa Fe ISD CONFLICT OF INTEREST QUESTIONNAIRE

Attached is form CIQ – Conflict of Interest Questionnaire for vendor or other person doing business with local governmental entity.

If a conflict of interest does **NOT** apply to you as a potential vendor doing business with Santa Fe ISD, please sign the acknowledgement below.

Board of Trustees and Superintendent of Schools:

1. J.R."Rusty" Norman– President
2. John Rothermel – Vice President
3. Sheryl L.Skufca – Secretary
4. John H. Snider – Trustee
5. Patrick Kelly – Trustee
6. Eric E. Davenport – Trustee
7. Wayne Logan – Trustee
8. Dr. Wall - Superintendent

I have read and understand the form CIQ – Conflict of Interest Questionnaire, and have determined that the form CIQ does not pertain to me as a potential contractor doing business with Santa Fe ISD.

Signature of Contractor

Printed Name

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.

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