NOTICE TO STUDENT TRANSPORTATION VENDORS

REQUEST FOR PROPOSALS (RFP)

Notice is hereby given that the Santa Rosa Independent School District, hereinafter referred to as DISTRICT, will receive competitive sealed proposals up to but no later than - **2:00 p.m. Friday, August 23, 2019**.

Student Transportation Service as specified in the Request for Proposal (RFP), specifically including the Agreement for furnishing Student Transportation Services.

Each proposal must contain a completed Proposal Form Price Schedule (cost proposal), Submittals 1-17, any proposed modifications to the Agreement for furnishing Student Transportation Services, the prescribed amount of Bid Security in an acceptable form, evidence of insurance or insurability, and a workers' Compensation Certificate, contract document, and 3 years of financial statements. The cost proposal shall be submitted on the Proposal Form, which is included in the Proposal Package. The Proposal Form and other components of this proposal package may be obtained from the District's Business Office. Sealed proposals shall be received in the District's Business Office and addressed to:

Santa Rosa Independent School District
Attn: Mr. David Robledo, Chief Financial Officer
Physical Address: 102 Jesus R. Cruz Street
Mailing Address: PO Box 368
Santa Rosa, Texas 78593

Any proposal not received by **2:00 p.m. on Friday, August 23, 2019**, at the above address will *not* be accepted. Santa Rosa Independent School District reserves the right to reject any and all proposals in the best interest of the District.

Minority/disadvantaged and women's business enterprises are encouraged to submit proposals.

REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICES

TERMS & CONDITIONS

A. Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent of the District. Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format and content as forms prepared by the District. Any proposal submitted in altered form shall result in rejection of such proposal at the option of the District.

Alternate proposals from each Proposer are acceptable only if one (1) of such proposals is submitted on forms provided by the District and in the format stipulated by the District. Any such alternate proposals submitted must be clearly marked and identified as an alternate proposal on the exterior of the sealed envelope in which it is submitted.

1. The District RFP documents include:

   a. Invitation to Submit Proposals
   b. Terms and Conditions
   c. Proposal Form Price Schedules
   d. Worker's Compensation Certificate
   e. Evidence of Insurance or Insurability
   f. Proposal Checklist
   g. Any Addenda to this Invitation
   h. Transportation Data

B. Inspection of Documents

1. Each Proposer receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the vendor.

2. The failure or neglect of Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve Proposer from obligations with respect to his/her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

3. Receipt of addenda to the proposal documents by a vendor must be acknowledged on the proposal or by letter or telegram received before the time proposals are due.

C. Submitting Proposals

1. Proposals must be received by the District no later than **2:00 p.m., Friday, August 23, 2019** at:

Santa Rosa Independent School District
Attn: Mr. David Robledo, Chief Financial Officer
Physical Address: 102 Jesus R. Cruz Street
Mailing Address: PO Box 368
Santa Rosa, Texas 78593

Any proposals received after this time shall be returned unopened.
Two (2) copies of the proposal must be submitted.

2. Each proposer must submit his/her proposal in a sealed envelope.

3. The envelope marked with the Proposer's name and address and the words "Transportation Proposal" must contain:

a. Submittals 1-17
b. Bid Security
c. Workers' Compensation Certificate
d. Evidence of Insurance or Insurability
e. Proposed Changes to the Agreement for Furnishing Student Transportation Services (the "Agreement"). (If the proposed changes are not submitted, the District will assume that the Proposer is committed to providing service exactly as described within the Agreement as modified by the proposed changes.)
f. Proposers shall submit with their proposals the contract document that they are prepared to execute. The contract should be effective beginning September 1, 2019 and ending August 31, 2024, but be renewable by mutual agreement for an additional 5-year term.
g. Each Proposer must include the last three years of financial statements and balance sheets.

4. The right is reserved, as the interests of the District may require, to revise or amend the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which requires material changes in quantities or prices proposed or both, the date set for opening proposals may be postponed by such number of days as in the opinion of the District will enable Proposers to revise their proposals. In such cases, the addendum will include an announcement of the new date for opening.

D. Written Inquiries, Addenda

1. Questions about this invitation shall be in writing and delivered by mail, by facsimile, or in person to:

Santa Rosa Independent School District
Attn: Mr. David Robledo, Chief Financial Officer
Physical Address: 102 Jesus R. Cruz Street
Mailing Address: PO Box 368
Santa Rosa, Texas 78593
Phone Number: 956-636-9810
Fax Number: 956-636-1439

E. Erasures or Corrections to Entries

1. The proposal submitted must not contain any erasures, strikeovers or other corrections of entries that impair accurate interpretation of the entry and understanding of the proposal.

2. If correction of an unintended entry is desired such correction must be legible and clearly authenticated by initials of the person signing the proposal. Illegible or unauthenticated corrections may result in rejection of the proposal at the option of the District.

F. Withdrawal or Amendment of Submitted Proposal

1. Any proposal, which has been submitted, may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and be received by the District prior to the scheduled time for opening.

2. No amendment, addendum or modification shall be accepted after the deadline for submitting the proposal. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the time scheduled for opening of proposals.

3. After the scheduled time for opening of proposals, proposals may not be withdrawn for 90 days.

G. Agreement Document

The district will consider alternate proposals. Proposers should make all reasonable efforts to provide those suggestions not later than the time of the pre-proposal conference. The District may, at its option, choose to modify the Agreement, or it may elect to contract according to the form of the enclosed Agreement without modification. Any proposal that

is conditioned upon the District's acceptance of revisions to the enclosed form of Agreement may be rejected.

H. Evaluation and Award of Contract

The following criteria will be used to evaluate all proposals:

Submittal 1: Implementation Plan
Proposer shall detail their implementation plan and specific timelines to be followed.

Submittal 2: Experience in School Transportation
Proposer shall provide a statement of its qualifications to provide the specific services requested herein.

Submittal 3: Staffing Plan
Proposer shall submit a staffing plan that clearly shows how the daily operations of the local compound(s) will be managed during the normal hours of operation, plus during any emergency or out-of-hours situation that may arise. This plan must include both operations and vehicle maintenance functions.

Submittal 4: References
Proposer shall supply a list of five references and contracts held in Texas describing their experience in transporting physically challenged and typically developing school-age children. Names, addresses and phone numbers of the references must be included.

Submittal 5: Maintenance Program
Proposer shall provide a description of its proposed vehicle maintenance program and how it will be administered. The maintenance program shall include the description of the maintenance schedule.

Submittal 6: Driver Hiring and Retention Program
Proposer hall provide a description of their hiring process and the selection criteria used.

Submittal 7: Driver Safety and Training Program
Proposer shall provide an overall description of its training process and driver education program.

Submittal 8: Student Safety Program
Proposer shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented.

Submittal 9: Cost Proposal Form

Proposer must provide a fixed cost proposal for the services requested. Although cost is an important consideration, proposals will also be evaluated in terms of the quality of the proposer's proposal relative to the other criteria listed here. Only after identifying the apparently successful Proposer based upon the evaluation criteria set forth in this document, will the District's evaluation committee make public the Proposers' rates.

Submittal 10: List of Bus Driver Qualifications

The Proposer shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under Texas statutes and regulations, and how the respondent proposes to supply these drivers, assuming existing drivers will not be available.

Submittal 11: Mechanics Training and Certification Process

Proposer shall describe its mechanic training and certification process.

Submittal 12: Customer Feedback

Proposer shall provide a description of its formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.

Submittal 13: Plan for Substitute Buses and Relief Drivers

Proposer shall address the provision for substitute buses and drivers needed for performance under the terms of this contract.

Submittal 14: Presentation to Constituents

Proposers shall outline in detail the procedure that it would use for presenting its proposal to the District's constituents.

Submittal 15: Customer Service Philosophy

Proposers shall describe its customer relations philosophy and its program in this area.

Submittal 16: Site Evaluation

One or more members of the District's evaluation committee may conduct one or more site evaluations. If site evaluations are conducted, they will be conducted at facilities of the District's choice where the Proposer currently provides pupil transportation services.

Site evaluation criteria, not listed in any order of weight or priority, are as follows:

Personnel
Overall Appearance of Facility
Fleet Quality
Record-Keeping

By submitting a proposal, each Proposer agrees to make selected facilities and facility's personnel available to District evaluation upon reasonable notice.

Submittal 17: All other documents which include
(a) Bid Security
(b) Workers Comp
(c) Evidence of insurance
(d) Proposed changes to agreement (if any)
(e) Contract document
(f) 3 years of financial statements.

I. Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals. The District also reserves the right to select any proposal which the District believes is in the best interest of the District and which may not represent the lowest prices submitted. The District reserves the right to be sole judge of the quality of proposals.

J. Obtaining Information

1. Outside Sources: The District reserves the right to obtain, from any and all sources, information concerning a proposer which the District deems pertinent to this RFP and to consider such information in evaluating the proposal.

2. Inspections: The District reserves the right to make on-site inspections of the proposer's installations and any proposed sub-contractor's facilities which the District deems pertinent and necessary to evaluate the proposal and to consider any information received from such inspection in evaluating the proposal.

K. Proposal Costs

The District shall not be liable for any cost incurred by a proposer in the preparation or delivery of its response to this RFP or for any other costs incurred because of this RFP.

L. Proposal Disclosure

1. All proposals received shall remain confidential until the District and the apparent successful proposer sign a contract resulting from this RFP; thereafter the proposal

shall be deemed a public record. In the event that a proposer desires to claim that portions of its proposal are exempt from disclosure, it is incumbent upon the proposer to identify those portions in its transmittal letter. The transmittal letter must identity the page, the particular exemptions(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

2. The District will consider a proposer's request(s) for exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a proposer that an entire volume of its proposal is exempt from disclosure will not be honored.

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

4. ***Proposers may only contact the District's designated person for questions or information. Any attempt to contact other District personnel or the Board will be grounds for rejection.***

M. Notification

Firms whose proposals have not been selected for further negotiation or award will be notified in writing at the address given in the proposal.

O. Field Trips and Other School Sponsored Activities

The Proposer shall be prepared to fulfill all of the district's field trip and extracurricular transportation needs. Should the district require additional transportation service, such as coach bus or other forms of charter transportation, the Proposer will assist the District in securing and scheduling the alternative service.

P. Transportation Department Employees

Proposer shall provide on-site management of the operations. Proposer shall provide training and certification to school district coaches that will drive athletic and field trips for their respective teams.

Q. Fuel

Fuel will be purchased by Santa Rosa ISD. Proposer will be responsible for tracking and reporting all Fuel and mileage logged and charged to Santa Rosa ISD.

R. Maintenance Facility

The District will provide a parking and maintenance facility to use in servicing the buses under this agreement

S. Equipment

All buses will be equipped with two-way radios and security cameras.

T. Automated Student Ridership and Routing Software

Proposers should provide a detailed explanation of software used and years of experience with the software. Software needs to be user friendly for parents to look up bus route information: site, pick up & drop off times. In addition to routing, system will need to allow Santa Rosa ISD to schedule buses for Athletic, Band, Field Trips and/or any other Santa Rosa ISD bus scheduling needs. Sites where the software is currently being used should be stated.

U. Billing and Payments

Proposer- shall bill on a monthly basis as follows:

1. Regular Bus Cost - Home to School
   a. Special Ed Routes
   b. Regular Routes
   c. Can be on same billing statement but must separate listing by Route, Date and Time information
2. Extra-Curricular Trips
   a. Needs to be billed by Campus, Date, Location and Event.
   b. Can be on same billing statement but must be separated by campus.

V. Force Majeure

Proposer-Neither Proposer or District shall be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

BASE MODEL
PROPOSAL FORM

Proposed prices shall be submitted based on a Daily Rate that includes the first 4 hours of service each day. Base rate will be calculated based on total driving time lot-to-lot including dead head and live hours. This form may not be altered. Each invoice period, total home-to-school charges submitted to the District shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. The District reserves the right to require the Contractor to add and delete buses to or from service at the rates specified below subject to any price escalation clause included in the attached Transportation Service Agreement.

Regular and Special Education
Home-To-School Transportation
Normal District School Year

Based on 4 hours.			
Bus Capacity	Daily Rate per bus to 4 hours	Daily Rate per bus hour over 4 hours	
20 and smaller	$	$	
21 - 47 psg	$	$	
48 - 72 psg	$	$	
73 and larger	$	$	

Regular and Special Education
Home-To-School Transportation
Extended District School Year *

Based on 4 hours.			
Bus Capacity	Daily Rate per bus to 4 hours	Daily Rate per bus hour over 4 hours	
20 and smaller	$	$	
21 - 47 psg	$	$	
48 - 72 psg	$	$	
73 and larger	$	$	

* The District requires the Contractor to submit rates for the performance of Extended Year and/or Summer School programs without regard to the current status of these programs in the District. The rates submitted here shall apply to all transportation services provided after the conclusion of the District's normal school year.

PROPOSAL FORM

In addition to Home-To-School transportation, the District expects the Contractor to provide transportation services in support of other District related activities. If the District requests bus service that conflicts with normal home-to-school service, the Contractor shall provide that service to the best of their ability. Conflicting trips will require additional staff beyond the numbers needed to provide regular home-to-school service and will preclude the use of home-to-school vehicles.

Additional Transportation Services
Extracurricular Trips, Mid-day Runs,
and Other District Requested Bus Service

	Hourly Rate	Mileage Rate	Minimum Call-out Charge
All Bus Capacities	$	$	$

Rates provided for all transportation trips shall begin and end at the transportation center, and shall include total driver's time, including time for bus pre-trip checkout, clean-up, am/layover time. For driver's time in excess of 40 hours per week, the charge will be one-and-one-half time the hourly rate stated above.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE NOTICE TO PROPOSERS, INFORMATION FOR PROPOSERS, AND AGREEMENT FOR FURNISHING PUPIL TRANSPORTATION SERVICES, AND ALL OTHER PARTS OF THE PROPOSAL PACKAGE.

Each of these costs should be calculated from your prices above.

_____
Company Name

_____
Signature of Authorized Agent

_____
Address (City, State and Zip Code)

_____
Business Telephone Number

_____
Date Signed

WORKERS' COMPENSATION CERTIFICATE

The Proposer shall sign and submit the following certificate with the transportation written proposal: **Santa Rosa Independent School District requires contractor to provide workers' compensation as per state law requirements.**

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY LIMITS

Workers' Compensation:	Statutory	
Employer's Liability:	Each Accident	$ 1,000,000
	Disease - Each Employee	$ 1,000,000
	Disease - Policy Limit	$ 1,000,000

_____
Company Name

_____
Signature of Authorized Agent

_____
Date Signed

Note: Proposers may attach current certificate of coverage with a signed statement that if awarded the contract, they will obtain said coverage.

INSURANCE COVERAGE

GENERAL LIABILITY:	Limits
A. Commercial General Liability	
a. General Aggregate	$ 5,000,000
b. Products-Completed Operations Aggregate	$ 5,000,000
c. Personal and Advertising Injury	$ 1,000,000
d. Each Occurrence	$ 1,000,000
e. Fire Damage (any one fire)	$ 100,000

AUTOMOBILE LIABILITY:	Limits
A. Commercial Auto Liability Any Auto (includes all owned, scheduled, hired and non-owned autos.)	$ 5,000,000
B. Garage Liability	$2,000,000

EXCESS LIABILITY:	Limits
A. Umbrella Form	
a. Each occurrence	$ 9,000,000
b. Aggregate	$ 9,000,000

Santa Rosa Independent School District must be named as additional insured on certificate of insurance if your firm is awarded the contract.

I, the undersigned, have attached a copy of a certificate of insurance that I attest (1) remains currently in force and (2) has been issued for the purposes of insuring a school district, nonpublic school or county superintendent of schools which (whom) currently contracts for student transportation services from my firm.

_____
Company Name

_____
Signature of Authorized Agent

_____
Date Signed

NOTE: **Proposers may submit current certificate of insurance with a signed statement that the above stated coverage will be in force prior to award of contract.**

PROPOSAL CHECKLIST

To help ensure that you include all the materials necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the "Verified " column indicating that the item is included in your bid proposal packet. Include the completed check list along with your bid proposal.

Verified	Description of Item
O	Submittal 1
O	Submittal 2
O	Submittal 3
O	Submitta1 4
O	Submittal 5
O	Submittal 6
O	Submittal 7
O	Submittal 8
O	Submittal 9
O	Submittal 10
O	Submittal 11
O	Submittal 12
O	Submittal 13
O	Submittal 14
O	Submittal 15
O	Submittal 16
O	Submittal 17
O	Worker 's Compensation Ce1tificate
O	Insurance Ce1tificate
O	Proposed Modifications to the Agreement
O	Contract Document
O	3 years of financial statements and balances
O	Bid Security

SANTA ROSA I.S.D.
PO BOX 395
SANTA ROSA, TEXAS 78593
(956) 636-9800

A vendor request form needs to be processed in order to create a new vendor. A Purchase Order will not be processed if a vendor has not been created. There will be no exceptions. Please make sure the vendor has not been created by checking your vendor listing on your computer system. This will avoid duplication of vendors. Please make sure the **REMIT TO** address is included when creating a new vendor. This will prevent checks from getting lost or being sent to the wrong address. All information is to be filled out completely. Make sure you mark the contracted service either YES or NO. Make sure all information is legible especially the EIN/SS numbers.

VENDOR: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

CONTRACTED SERVICE: YES _____ NO _____

REQUESTED BY: _____

W-9 FORM: _____ CIQ FORM: _____

REMIT TO ADDRESS

VENDOR: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions)
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in Item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.

2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.

3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, with whom the officer has an employment or other business relationship as described by Section 176.003(a)(2)(A), Local Government Code.

4. **Description of the nature and extent of employment or business relationship with vendor named in Item 3.** Describe the nature and extent of the employment or other business relationship with the vendor in Item 3 as described by Section 176.003(a)(2)(A), Local Government Code.

5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in Item 3 that in the aggregate exceed $100 in value.

6. **Affidavit.** Signature of local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File