# REQUEST FOR PROPOSAL

# Real Estate Sale




# Beaumont Independent School District

**RFP # 21.01 Real Estate Sale**

**DUE DATE: March 2, 2021 @ 2:00pm**

## INSTRUCTIONS FOR PROPOSAL PACKET

## SALE OF REAL PROPERTY BY BEAUMONT ISD

Pursuant to Texas Local Government Code Section 272.001, the Beaumont Independent School District ("Seller" or "District") is offering for sale two lots of real estate. Each lot of real estate is offered for sale separately. The properties listed for sale are:

| Location | Site Area (Acres) |
|---|---|
| 3350 Waverly Street, Beaumont | 3.1720 |
| 120 Creek Road, Lumberton | 64.52 |

Seller has the right to reject any and all proposals. In addition, Seller reserves the right to reject any and all proposals which do not comply with the specifications contained herein. It is the intent of Seller to accept that proposal which in Seller's opinion is the highest and best proposal submitted from a responsible proposer.

1. Proposals must be submitted in a sealed envelope and must be received at the Purchasing Office of the Beaumont Independent School District located at 3395 Harrison Avenue, Beaumont, Texas 77706 before 2:00 p.m. on Tuesday, March 2, 2021.

   PROPOSAL PACKETS RECEIVED AFTER THIS DATE AND TIME CANNOT BE ACCEPTED. Proposals may be personally delivered, sent by U.S. Postal Service, Federal Express or by other express delivery. **FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.**

   To be considered, responses must be **RECEIVED** at the above address no later than the date and time indicated above. BEAUMONT I.S.D. IS NOT RESPONSIBLE FOR NEGLECT, ERROR, OR OTHER FAILURE OF THE U.S. POSTAL SERVICE OR AN EXPRESS DELIVERY SERVICE TO DELIVER A SUBMISSION BY THE DEADLINE OR TO A LOCATION OTHER THAN THE OFFICE ADDRESS ABOVE. PROPOSERS ASSUME ALL RISK OF SUBMISSION BY MAIL OR DELIVERY SERVICE.

2. Proposals shall be submitted on the enclosed Sealed Proposal Offer Form for the specific property on which you are proposing. All proposals for each piece of property shall be submitted on the form, titled "Sealed Proposal Offer Form".

3. The Sealed Proposal Offer Form must be placed in a sealed envelope and marked "Sealed Proposal for RFP 21.01 Real Estate Sale" on page 12 of this document.

4. Proposers shall complete all required forms as indicated herein.

5. The property is sold subject to any conditions, covenants, easements, mineral interests and restrictions of record in the Deed Records of Jefferson County, Texas, and of Hardin County, Texas.

6. Each property is sold subject to compliance with applicable state law which may restrict proposer's use of property.

7. The property and all existing improvements, if any, are sold AS IS, WHERE IS, AND WITH ALL FAULTS. Beaumont ISD makes no representations or warranties whatsoever, express or implied, regarding the condition of the property. Beaumont ISD further DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES as to the condition of the property and further DISCLAIMS THAT THE PROPERTY IS FIT OR SUITABLE FOR ANY PURPOSE OR USE INTENDED BY THE OFFEROR OR PURCHASER.

8. Conveyance of the property to the successful offeror shall be by special warranty deed.

9. A 5% escrow deposit from the successful offeror is required as part of a purchase transaction.

10. Proposal will be evaluated by the Board of Managers and seated Trustees of the Beaumont Independent School District or its delegates after the sealed proposal opening. The Board may accept the offer in the best interests of the District. The Board may consider any relevant factors affecting the interests of the District.

11. Beaumont ISD Board of Trustees reserves the right to reject any and all proposals.

12. Proposals will not be made public pending negotiations with the top ranked proposer.

13. This proposal packet contains the following documents:
    - Instructions for Proposal Packet
    - Public Notice of Sale of Real Property by Beaumont ISD and Invitation to Submit Proposals
    - A Sealed Proposal Offer Form for each piece of property offered for sale.
    - Certifications Page
    - Felony Conviction Notice
    - Conflict of Interest Questionnaire including instructions
    - Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying

14. All Proposals must be submitted on the appropriate Sealed Proposal Offer Form or copy thereof.

15. Each Proposal must be accompanied by the Proposal Guarantee as described below. Failure to include the Proposal Guarantee may be grounds for rejection of the Proposal.

16. Proposers may provide financial information and evidence of financial ability to perform the purchase obligations set forth in their Proposals if such information is available at the time the Proposal is submitted. Each Proposer will be required to provide such information within 15 days after Proposal opening, if requested by Seller. If providing financial information, it shall consist of one or more of the following as required by Seller: a current financial statement, a bank letter of recommendation listing similar loan transactions made to the Proposer, or such other information as Seller may reasonably require or accept.

17. All Proposals shall be typewritten or neatly printed in blue or black ink.

18. All sums written in by the Proposer on the Proposal Form shall be expressed in clearly written or typed numbers.

19. Any interlineation, correction, erasure, or other addition or alteration of the typed or printed Proposal must be initialed by the signer(s) of the Proposal.

20. Each Proposal shall include the legal name of the Proposer, and shall identify the Proposer as a sole proprietorship, partnership, corporation or such other legal entity as is appropriate, and shall indicate the place of incorporation or principal place of business of the Proposer. Each Proposal shall also include the name, address, phone number, fax number and email address of a contact person for the Proposer, who is authorized to represent the Proposer in connection with the Proposal Documents.

21. If the Proposer is an entity, the Proposal should contain a corporate resolution, partnership agreement or other appropriate document(s) evidencing: (a) the authority of the entity to make the Proposal, and (b) the authority of the person or persons signing on behalf of the entity, and the contact person designated in the Proposal, to act on behalf of the entity.

22. Each Proposal shall be signed in ink by the person or persons legally authorized to bind the Proposer.

23. Proposers must identify any proposed changes to the terms of sale as stated in the Proposal Documents. **The failure to identify proposed changes with complete particulars will constitute acceptance by Proposer of a sale upon substantially the same terms and conditions of the Proposal Documents.**

24. If in noting terms of offer, or exceptions or proposed changes to the Proposal Documents, a Proposer requires additional space, additional pages may be affixed to the Proposal Form. Each additional page must be properly identified as such on its face, be numbered sequentially and be signed by the person(s) signing the Proposal Form on behalf of the Proposer.

25. **Proposal Guarantee.** Each Proposal must be accompanied by a Proposal Bond with Seller as obligee or a cashier's check payable to Seller, in the amount of $200.00 to secure the Proposer's obligation to enter into the Agreement with Seller, if selected. Unsuccessful Proposers shall be entitled to the return of their Proposal Bonds or cashier's checks. If the contract is awarded to a Proposer who has provided a cashier's check, the cashier's check may be applied by Seller to the Independent Consideration owed under the Agreement. Failure to include the Proposal Guarantee may be grounds for rejection of the Proposal.

26. Proposers shall promptly notify Seller of any omission, ambiguity, inconsistency or error which they may discover upon examination of the Proposal Documents.

27. Proposers requiring a clarification or interpretation of the Proposal Documents shall make a written request stating the precise question to be answered. Any such question must be received by Seller at the address stated above at least ten (10) calendar days prior to the deadline for the submission of Proposals. Any interpretation, correction, or change of the Proposal Documents will be made by written Addenda which will be available at Seller or assigned Broker's office. Interpretations, corrections or changes of the Proposal Documents made in any other manner will not be binding upon Seller, and Proposers shall not rely upon such interpretations, corrections or changes. Prior to submitting a Proposal, each Proposer shall ascertain that all issued Addenda have been obtained, and their receipt shall be acknowledged in the Proposal. Each Proposer is also responsible for checking to determine whether any Addenda have been issued prior to the deadline for Proposal submission.

28. **Proposer's Representations.** Each Proposer by making a Proposal makes the following representations:
    a. The Proposer has read and understands the Proposal Documents, and the Proposal is made in accordance therewith.
    b. The Proposal constitutes **a firm offer** to purchase the Property on the terms stated in the Proposal Documents, and said offer shall be **irrevocable** for the duration of the period specified in the Sealed Proposal Offer Form hereof following the deadline for the submission of Proposals. The Proposer will provide such further information as SELLER may reasonably request in order to evaluate the Proposal, the Proposer's ability to perform, and if applicable, to close the sale. If the Proposal is awarded to such Proposer, Proposer agrees to execute an Agreement of Sale and Purchase with terms agreeable to the Seller, setting forth the terms of sale.

29. Seller will not be obligated to sell the Property, until and unless all of the following have occurred:
    a. Seller, acting through its Board of Trustees, accepts a Proposal, and authorizes the execution of the Agreement with the successful Proposer;
    b. a final Agreement is executed by Seller and the Proposer; and
    c. all conditions precedent to sale have occurred, and Seller is obligated to sell under the terms of the Agreement.

30. **The proposal price shall be a fixed sum, payable in full in U.S. dollars, in a lump sum in cash or cashier's check at closing of sale,** subject to credit for any deposit or earnest money previously deposited by Proposer in consideration for execution of the Agreement.

31. **Representations and Warranties.** No Warranties or Representations Made by SELLER.

    a. It is a material term and condition of the sale that the Property shall be sold **"AS IS, WHERE IS**, **WITH ALL FAULTS".**

    b. **SELLER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED EXECUTED AT CLOSING OF THE SALE.**

    c. **IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT OF 1990), INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT**

**LIMITATION, THE WATER, SOIL AND GEOLOGY AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PROPOSER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (iii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (iv) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. PROPOSER AGREES THAT WITH RESPECT TO THE PROPERTY, PROPOSER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER. PROPOSER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PROPOSER'S CONSULTANTS, AND THAT PROPOSER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PROPOSER'S INSPECTIONS AND INVESTIGATIONS. PROPOSER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PROPOSER AND PROPOSER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND PROPOSER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT OR THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE SPECIAL WARRANTY DEED. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, EXCEPT FOR THE SPECIAL WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING. PROPOSER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.**

d. **SELLER EXPRESSLY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY INFORMATION PROVIDED BY ANY TITLE COMPANY, GOVERNMENTAL ENTITY, SURVEYOR, OR ANY OTHER SOURCE, WHICH MAY BE PROVIDED AS A PART OF THE PROPOSAL DOCUMENTS OR IN CONNECTION WITH THE PROPOSAL PROCESS. SUCH INFORMATION IS BEING SUPPLIED SOLELY FOR THE PURPOSE OF DISCLOSING THE INFORMATION WHICH SELLER HAS IN ITS POSSESSION REGARDING THE LOCATION AND TITLE TO THE PROPERTY AT**

**THE TIME OF PROPOSAL SOLICITATION, UPON THE CONDITION AND WITH THE UNDERSTANDING THAT EACH PROPOSER IS REQUIRED TO CONDUCT AND WILL IN FACT CONDUCT, ITS OWN INDEPENDENT DETERMINATION OF THE CONDITION, MERCHANTABILITY, FITNESS AND USABILITY OF THE PROPERTY FOR THE PROPOSER'S PURPOSES, INCLUDING ENVIRONMENTAL, TITLE AND ACCESS MATTERS, AND THAT THE PROPOSER WILL BE RELYING SOLELY ON SUCH DETERMINATION IN ACQUIRING THE PROPERTY.**

e. The above disclaimers may be set out in the Special Warranty Deed.

32. **Representations and Warranties by Proposer to Seller.** At the time of submission of its Proposal and again at the time of execution of the Agreement, Proposer shall be deemed to have made the following representations and warranties to Seller:

a. Seller is legally authorized to submit this Proposal and purchase the property.

b. There are no impediments to Proposer's ability to perform the obligations required of Proposer by the Agreement, including but not limited to legal constraints or obligations to third parties.

c. Persons signing the Agreement on behalf of Proposer are authorized to act on behalf and in the name of Proposer, and that by affixing their signature thereto they will legally bind Proposer to each and every provision of the Agreement.

d. Gratuities, in the form of entertainment, gifts, personal or political favors, or otherwise have not been offered or given by Proposer, its employees, officers, representatives or agents, to representatives or employees of Seller, where such gratuity was offered or given with the intent to: secure any Proposal award, or any other favorable treatment or consideration, or affect the public auction process which preceded said award; obtain any amendment thereto; or obtain or influence the making of any determination respecting the performance under

e. The knowledge of Proposer or its officers, agents, representatives or employees, expressed or in the Agreement.

f. To the best of its knowledge and that of its employees, agents and representatives, no officer or employee of Seller has any financial interest, direct or indirect, in the sale and transfer of the Property by Seller to Proposer. The existence of such interest shall be grounds for voiding of the Agreement at Seller's sole discretion.

g. Proposer is solvent and no claim of any character or nature exists or is anticipated which would change the solvent status of Proposer. Proposer has, or will have at the time of closing of the sale, the financial ability to perform its obligations under the agreement to purchase the Property.

33. Upon acceptance of a Proposer's Proposal by Seller, Proposer agrees to execute an Agreement with terms agreeable to the Seller, except for proposed changes accepted by Seller.

**PUBLIC NOTICE OF SALE OF REAL PROPERTY BY BEAUMONT ISD AND INVITATION TO SUBMIT PROPOSALS**

Beaumont ISD is accepting sealed proposals on the properties listed below. For further information on each property you may contact Beau W. Carroll, Purchasing Agent, Beaumont ISD at bcarrol@bmtisd.com or 409-617-5041.

## Property Listing Description

**3350 Waverly Street, Beaumont, Texas 77705**
This property is formerly Price Elementary, contains two buildings, and is 3.172 acres.

**The Outdoor Education Center, 120 Creek Road, Lumberton, Texas, 77657.**
This property consists of 64.52 acres on 2 tracts of land, inclusive of 2,177.7' frontage on Village Creek. There are multiple improvements on about a ten acre parcel which is mowed and maintained, including a lodge building of approx. 5640 SqFt, a residence of approx. 1618 SqFt, a nurse's building, a garage storage building, fourteen bunk cabins (each 300 SqFt), two bath cabins, a swimming pool, water well, tennis court, a metal barn, sidewalks, security lighting, and fencing.

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Proposal Packets containing instructions and forms for submitting proposals may be obtained by going the BISD website, https://www.bmtisd.com/Page/7030 or in person at the Purchasing Office at the BISD Administration Building, 3395 Harrison Avenue, between the hours of 8:00 am to 4:00 pm.

> **Proposals are due at the BISD Administration Building, located at 3395 Harrison Avenue, Beaumont, Texas 77706 on or before 2:00 pm, Tuesday, March 2, 2021. Proposals must be: (1) submitted on the appropriate Sealed Proposal Offer Form, (2) submitted with all required forms completed that are contained in this document, (3) sealed, (4) marked "RFP 21.01 Real Estate Sale", and (5) addressed to the attention of Beau W. Carroll, Purchasing Agent, Beaumont ISD.**

The Beaumont ISD Board of Trustees reserves the right to accept or reject any or all proposals.

✉ REQUIRED FORM

## SEALED PROPOSAL OFFER FORM

1. If Proposer is a corporation or other entity, Proposer has attached the corporate resolution, partnership or other appropriate documents evidencing:
    a. The authority of the entity to make this Proposal, and
    b. The authority of the person(s) signing on behalf of the entity, and the contact person, designated above, to act on behalf of the entity.

2. In submitting this Proposal, Proposer certifies that:
    a. This Proposal constitutes a firm offer to purchase the Property described in the Public Notice of Sale of Real Property by Beaumont ISD and Request to Submit Proposals, on the terms stated in the Proposal Documents, and Proposer understands that said offer shall be irrevocable for 90 days.
    b. The undersigned is authorized to bind the Proposer.
    c. The Proposer complies, or agrees to comply, with all requirements set forth in the Proposal Documents.
    d. The Proposer understands that this Proposal will entitle it to be considered as a potential purchaser of the Property from Seller, subject to the terms and conditions of the Proposal Documents and contract terms agreeable to the Seller, and that Seller will determine, in its sole discretion, whether to accept all, part or none of submitted proposal.

THIS OFFER SHALL REMAIN OPEN FOR 90 DAYS.

_____ Date: _____
Proposer/Authorized Representative

## PROPOSAL TABLE

| Lot # | Address | Appraised Value (minimum bid) | Proposal |
|---|---|---|---|
| **1** | 3350 Waverly Street | $ 69,000 | $ |
| **2** | 120 Creek Road, Lumberton, Tx | $ 660,000 | $ |

✉ REQUIRED FORM

**CERTIFICATIONS**

**FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.**

| **1.** | **VENDOR INFORMATION** |
|---|---|

| **COMPANY NAME:** | |
|---|---|

| **MAINTENANCE ADDRESS:** | **PHONE:** |
|---|---|
| | **TOLL FREE:** |
| **REMITTANCE ADDRESS:** | **FAX:** |
| | **TOLL FREE FAX:** |

| **INTERNET ADDRESS:** | |
|---|---|
| **CUSTOMER SERVICE E-MAIL:** | |

| **DO YOU ACCEPT PURCHASE ORDERS** | **CASH PAYMENT TERMS (Net 30 Days)** | **MINIMUM ORDER AMOUNT, IF ANY** |
|---|---|---|
| **YES □ NO □** | **OR _____% Discount in Net _____ Days** | |

| **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: _____**

☒ REQUIRED FORM

## FELONY CONVICTION NOTICE

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owners or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This disclosure is not required of a publicly held corporation (option A).

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

Authorized Company Officer's Name: (please print): _____

Title:_____

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

Signature of Company Officer:_____

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

Signature of Company Officer: _____

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

Details of Conviction:

_____

Signature of Company Officer: _____

✉ REQUIRED FORM

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has affiliation or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐Yes ☐No

**D.** Describe each employment or business relationship with the local government officer named in this section.

4

_____

Signature of person doing business with the governmental entity Date

✉ REQUIRED FORM

## AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

## AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1) That I am the proposer (if the proposer is an individual), a partner in the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);

2) That the attached proposal or proposals have been arrived at by the proposer independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to proposal, designed to limit independent proposing or competition;

3) That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or proposals and will not be communicated to any such person prior to the official opening of the proposal or proposals; and

4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed:_____

Firm Name: _____

Subscribed and sworn to me before this ____ day of_____,_____

NOTARY PUBLIC_____

My commission expires:_____

☒ REQUIRED FORM

| 7. | **ADDENDA ACKNOWLEDGEMENT** |
|---|---|

- 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 Proposal/Proposal.

| 8. | **RENEWAL OF CONTRACT (not applicable)** |
|---|---|

This contract will be effective, unless otherwise noted, for one (1) year with renewal options for TWO (2) additional one 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 on a month-to-month basis by mutual agreement.

| 9. | **PROPOSAL VALIDITY AGREEMENT** |
|---|---|

- Proposal shall remain valid, pending award, through: **YES** ☐ or (date): _____
- Prices & Discounts effective through **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 _____

List any and all exceptions on a separate, attached sheet titled "exceptions."