



## **Flour Bluff Independent School District**

2505 Waldron Road  
Corpus Christi, Texas 78418  
Phone: 361.694.9215  
[www.flourbluffschoools.net](http://www.flourbluffschoools.net)

### **REQUEST FOR PROPOSALS**

**Flour Bluff Independent School District invites you to submit a proposal for the following:**

#### **SILENT PANIC ALERT TECHNOLOGY SYSTEM**

<b>REFERENCE NUMBER:</b>	RFP #23-24-0209
<b>RESPONSE MUST BE DELIVERED BY:</b>	February 29th, 2024, at 10:00am central standard time (Note: without exception- Proposal must be time and date stamped by the Business Department. Timely physical delivery is at the risk of the respondent).
<b>RESPONSE MUST BE DELIVERED TO:</b>	Flour Bluff Independent School District 2505 Waldron Road Corpus Christi, Texas 78418 Attention: Arti Bhakta Purchasing Agent
<b>CONTACT PERSON</b>	Arti Bhakta, Purchasing Agent <a href="mailto:abhakta@flourbluffschoools.net">abhakta@flourbluffschoools.net</a> (361) 694-9215

# **FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT**

## **RFP #23-24-0202 SILENT PANIC ALERT TECHNOLOGY SYSTEM**

### **1. PURPOSE**

The Flour Bluff Independent School District ("FBISD" and/or the "District") is soliciting proposals from qualified vendors for RFP 23-24-0209 Silent Panic Alert Technology System.

### **2. BACKGROUND INFORMATION**

Flour Bluff Independent School District has approximately 5600 students. Flour Bluff ISD is a multiple campus district with 9 instructional campuses and multiple athletic buildings. Grant Programs were announced to distribute to school districts to purchase the silent panic alert technology. The purpose of these funds to purchase silent alert technologies for campuses as a measure of school safety.

Silent Panic Alert Technology is defined as silent system signal generated by the activation of a device, either manually or through software applications, intended to signal a life-threatening or emergency (such as an active shooter, intruder, or other emergency situation) requiring a response from law enforcement and/or other first responders.

### **3. SCOPE OF SERVICES**

Flour Bluff ISD is seeking pricing for proposals for the installation of a District-wide silent panic alarm technology system that will meet the following requirements:

#### **a. State Requirements**

- an alert capable of being triggered manually by campus staff;
- an alert is triggered automatically in the event a district employee calls 911 from any location within the school system;
- with any alert generated, the location of where the alert originated shall be included;
- the alert notifies a set of designated school administrators as needed to provide confirmation of response, and if confirmed, notice is issued to law enforcement and emergency responder agencies of an emergency situation requiring a law enforcement and/or emergency response, and a notice can simultaneously be issued to all school staff of the need to follow appropriate emergency procedures; and

- for any exterior doors that features electronic locking mechanisms that allow for remote locking, the alert system will trigger those doors to automatically lock and to automatically notify relevant campus staff of any door where the lock cannot engage.

#### **b. District Requirements**

- Installation of District-wide Silent Panic Alert System  
Vendor provides assurance it will implement a communications infrastructure which shall include:  
  - Network Extenders to include stadium and building on East side of Waldron Road
  - Wireless Repeaters to farther campuses
  - Panic buttons at stationary desk desks/Mobile Panic Buttons for designated staff
  - Mushroom buttons placement
  - Broadcast messaging services to include pre-recorded messages to law enforcement to respond to specified location, text and email messaging to designated staff; button activation broadcast to local ISD radio channel and applicable staff
  - Desktop notifications on all PC's in the event of panic alarm activation
- Automatic system checks on status of panic buttons and sensors on a regular basis and notification to designated staff with issues
- Warranty – Vendor must include at least a 2 year warranty with the option to extend

#### **c. Service**

- Thorough district-wide walk through to evaluate scope of work to be performed. It is mandatory for the awarded Vendor to perform detailed assessments of each District site prior to any installations.
- The vendor shall provide a detailed, step-by-step work plan with anticipated dates for completion or installation of the system.
- Describe the vendor's ability to work around campus activities without disruption of classroom activities. Describe time of day, hours the vendor proposes for installation.
- The installation plan shall also include necessary space and electrical requirements. List the anticipated number of additional Vendor personnel required for installation and training at the beginning of a resulting contract.
- Describe in detail how the vendor will provide installation, training, and support to the District's end-user department.
- Describe how the vendor will work with the District's Technology Department and campus personnel during the initial installation and implementation process.

#### **4. PRICING**

The vendor shall complete and submit all pricing and cost in their entirety.

- a. Certify that all costs listed on the Price Schedule shall be firm for the entirety of the term of the resulting contract.
- b. Flour Bluff ISD is a tax-free entity and any applicable taxes from which the District is not exempt must be included in the quoted unit price. No additional fees, or tax charges shall be allowed other than those listed on the pricing sheet.
- c. Alternate proposals will not be accepted by the District the Vendor must only submit a Primary Proposal.
- d. No additional costs, other than those identified on the pricing schedules, or elsewhere in the proposal, will be incurred by the District.
- e. On the pricing schedule, the vendor shall provide a breakdown of the total cost.
- f. List the hourly rate of trip charges for providing technical service before 8:00 a.m. and after 5:00 p.m. each business day and during weekend hours.
- g. Vendor must provide 3 references
- h. Vendor must disclose any pending litigation or indictment relevant to services requested.

#### **5. CONFIDENTIAL INFORMATION**

Vendors to the R.F.P. are advised that material contained in their proposals is subject to the Public Information Act and may be viewed and/or copied by any public member, including news agencies and competitors.

FBISD reserves the right to conduct clarifications to resolve minor issues.

FBISD accepts no obligations for costs incurred by vendors responding to this R.F.P. or on being awarded the contract. FBISD reserves the right to select a proposal without discussion with the vendors. It is understood that proposals shall become part of FBISD's official files. Retention of these proposals does not obligate FBISD to any action. FBISD reserves the right to reject any and all proposals received.

#### **6. NEGOTIATION PROCEDURES**

FBISD reserves the right to negotiate all elements which comprise the respondent's offer to ensure the best possible consideration and to reject any and all responses. The final funding amount and the provision of the contract will be determined through

negotiations between FBISD staff and the successful respondent. Please do not provide any services until you receive an approved purchase order. As per our policy, FBISD shall have no obligation to pay for any services provided by you unless a purchase order is properly drawn and issued.

## **7. EVALUATION CRITERIA**

### **a. DETERMINING AWARD/EVALUATION OF PROPOSAL**

In conformance with Texas Education Code 44.031 in determining to whom to award a contract, the District will consider:

<b>Criteria</b>	<b>Weights</b>
<b>Total Cost</b>	<b>40 points</b>
The reputation of the vendor and of the vendor's goods or services: Corporate background, experience, and qualifications References: Vendor must provide a minimum of 3 references	20 points
The quality of the vendor's goods or services: Assessment, work plan, installation and implementation plan	15 Point
The extent to which the goods or services meet the district's needs	15 Points
The vendor's past relationship with the district Past relationship with FBISD Past relations with other Texas School Districts	10 Points
<b>Highest Possible Score</b>	<b>100 Points</b>

## **8. RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY**

Submission of a Proposal Statement indicates respondent's acceptance of the evaluation criteria and respondent's recognition that some subjective judgements must be made by the District during the evaluations.

## **9. MODIFICATIONS OR WITHDRAWALS BY SUCCESSFUL PROPOSER**

Modifications or withdrawals of a bid by the successful bidder will be accepted only if the change is in the best interest of the District and executed in writing.

## **10. DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:**

- i. Right of Award - The District reserves the right to award as is in its best interest and may therefore chose items from different vendors. The District may negotiate with the top three proposers. A written Notice of Award letter will be sent to the awarded vendors(s). The District may either enter into a contract

with the vendor(s) or the issue an award letter followed by a purchase order to the successful bidder(s) may result in a binding contract without further action by either part.

- ii. Right to Reject Proposal Statements - The District reserves the right to reject any and all Proposal Statements, waive all irregularities, and to choose the most advantageous price for each item.
- iii. Right to Hold Proposal Statements - The District reserves the right to hold Proposal Statements for 60 days before awarding the contract.
- iv. Right to Amend RFP - The District reserves the right to amend the RFP prior to bid opening date.
- v. The District may also consider and accept an alternate Proposal Statement as provided herein when most advantageous to District.
- vi. Right of Negotiations – The District reserves the right to conduct discussions and negotiate final scope and price.

#### **11. WARRANTY**

Warranty conditions for all supplies and/or equipment will be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. The District does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.

#### **12. EXPRESSED WARRANTIES**

Implies wear of merchantability and implied warranty of fittings for a particular purpose will apply to all purchases initiated by this document. The bidder will assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein will be approximate and will not be nullified, voided or altered in any way by the inclusion of the bidder preprinted forms with this document.

#### **13. F.O.B. DESTINATION**

Bids/Proposals Statements must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by bidder. No additional charges will be accepted. Possessions of goods will not pass to the District until received at the District's receiving dock.

#### **14. DELIVERY**

Delivery personnel must provide a current, valid company picture identification card when making deliveries to the District. Deliveries required in this Proposal

Statement will be freight prepaid F.O.B. destination and bid price will include all freight and delivery charges. No delivery, no sale.

**15. LIST PRICE OR DISCOUNT PERCENT**

For list price Proposal Statements, the price will be fixed for the entire contract period.

**16. AVAILABILITY OF FUNDS**

All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with written notice.

**17. SALES TAX EXEMPTION**

The District qualifies for exemption of the Texas limited sales, exercise, and use sales tax will not be charged on these purchases.

**18. TERMINATION BY DISTRICT**

For Cause- The District will have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors will include service performance.

Without Cause - The District, in accordance with this provision, may terminate the performance under this order in whole or in part. Termination hereunder will be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

**19. CERTIFICATION OF PAYMENT**

Payment by the District will be made in accordance with the terms of the contract and purchase order. No assignment of payment will be allowed.

**20. UNIFORM COMMERCIAL CODE**

All contracts and agreements between vendors and the District will strictly adhere to the statutes as set forth in the Uniform Commercial Codes as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

**21. FELONY CONVICTION NOTIFICATION**

A person or business entity that enters into a contract with the District will notify the District if the person or an owner or operator of the business entity has been convicted of a felony. Such notice will include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors will complete and submit the "Felony Conviction Notification" included with this packet in the Required Forms.

## **22. CONFLICT OF INTEREST**

No member or spouse of the board, president, superintendent, business manager or any other person holding any position or employment under said board, will be directly or indirectly interested in an purchase, sale, business, work or contract, the expense, price or consideration of which is paid from school funds of said District, nor will any such officer or employee purchase any warrants or claims against said board of District, or any interest herein, or become surety for any person or persons having a contract or any kind of business with said board, for the performance of which security may be required. Anyone violating this provision will be removed from office or be discharged from services by the majority of the board. No member of said board will vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member will disclose such interest and refrain from voting. All interested parties will comply with Board Policy BBFA (LEGAL).

<https://pol.tasb.org/Policy/Code/956?filter=BBFA>. Conflict of Interest Disclosures are found in the Vendor packet. Please refer to The Texas Ethics Commission website at <http://www.ethics.state.tx.us/> for more information.

## **23. GENERAL ETHICAL STANDARDS**

**Gratuities** - It is a breach of ethics to offer, give or agree to give any employee or former employee of a school District, or for any employee or former employee of a school District to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal Statement therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

**Kickbacks** - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school District, or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every District's contract and solicitation in accordance with the Texas Education Agency's Financial Accountability System Resource Guide Update 14.0.



**24. NON-COLLUSION STATEMENT**

The proposer affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal Statement in collusion with any other Proposer, and that the contents of this Proposal Statement as to prices, terms or conditions of said Proposal Statement have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal Statement. The proposer also affirms that they have not given, offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this Proposal Statement, proposer (or any representative of proposer's company) will not discuss the contents of this Proposal Statement with any person affiliated with District, other than the Procurement Director or its Designee, prior to the awarding of this bid/Proposal Statement. Failure to observe this procedure will cause the Proposal Statement to be rejected.

**25. INDEMNIFICATION PROVISION**

To the extent allowed by law, the written contract executed between the successful respondent and District will contain an indemnification provision in which the successful respondent agrees to indemnify and hold the District harmless from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage rising from or relating to respondent's performance of services or goods made the subject of this bid. District does not agree to indemnify the successful respondent.

**26. VENUE**

It is understood and agreed by both the successful bidder and the District that venue for any litigation from this contract will lie in Nueces County, Texas.

**27. PROPOSAL STATEMENT INTERPRETATION**

No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing, addressed to the Purchasing Agent and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "Invitation to Bid", which if issued, will be emailed to all known prospective bidders and posted on the FBISD Finance website. Failure of any bidder to receive any such addenda or interpretations will not relieve such bidder from any obligation under his bid as submitted. All addenda so issued will become part of the contract document.

**28. RIGHT TO AUDIT CLAUSE**

The District upon written notice will have the right to audit all documents relating to all projects. Records subject to audit will include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendors work for the District and will be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendors compliance with contract requirements (b) compliance with District procurement policies and procedures (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and the Vendor. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

**29. NO ARBITRATION CLAUSE**

There will be no agreement for binding arbitration in any written contract between District and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

**30. NO LIMITATION OF LIABILITY REMEDIES OR DAMAGES**

District will not contractually agree to limit in any manner either Respondent's potential liability or District potential remedies or damages relating to or arising from any potential dispute between the parties or relating to the services, products or goods made the subject of this Proposal Statement.

**31. CRIMINAL HISTORY AND FINGERPRINTING REQUIREMENTS**

A vendor who has or will have (or subcontracts with an individual(s) who has or will have) direct contact with students are required to provide criminal background checks for all such individuals. Vendors are required to provide certification that a criminal background check has been performed for those employees and are responsible for the cost of the criminal background check. School contractors hired 01/01/2008 or after who meet the following criteria, must be fingerprinted:

- a. A contractor (entity or individual) that provides services to a school district and has direct contact with students, must be fingerprinted before beginning work.
- b. The contractor shall certify to the school district that it is compliance with the fingerprinting laws. The school district may review the background check results for contracted employees in the DPS FACT Clearinghouse as provided by Section 411.0845, of the Government Code.
- c. Additionally, a subcontractor must certify to the school district and to the contracting entity that the subcontractor has fingerprinted all individuals providing services to the district under the terms of the contract.
- d. The school district may request additional information from a contractor to verify that the fingerprinting has been completed.

### **32. 1295 TEXAS ETHICS COMMISSION**

- a. New disclosure requirements were written into the law during the 2015 legislative session. The new law is codified at Texas Government Code § 2252.908, which was enacted by H.B. 1295, and requires, as of January 1, 2016, that vendors file a disclosure form electronically with the Texas Ethics Commission identifying the vendor's interested parties to certain contracts with Texas school districts. When applicable, the process must be completed prior to contract execution or purchase order issuance.
- b. Please register and complete the form for our transaction on the Texas Ethics Commission's website. Once completed, you will need to print it out, sign it before a notary, and submit it to the District. Company must complete form using the number of the RFP, which pertains to the project your company is submitting. The District's identification number for this contract is [RFP #23-24-0209 – Silent Panic Alert Technology System
- c. Flour Bluff Independent School District is identified as an "OTHER GOVERNMENTAL ENTITY", not a state agency. Instructional videos and an FAQ about how to register and file a report is available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **REQUIRED FORMS:**

- a. Terms and Conditions Certification
- b. IRS W9 Form
- c. Conflict of Interest (Form CIQ)
- d. Non-Collusion Bidding Certificate
- e. Felony Conviction Notification
- f. Texas Ethics Commission Form 1295
- g. Certification Regarding Lobbying
- h. Suspension or Debarment Certificate
- i. Resident/Non-Resident Bidder Certification
- j. House Bill 89 Verification
- k. SB 2252

## **RFP #23-24-0209 SILENT PANIC ALERT TECHNOLOGY SYSTEM**

### **TERMS AND CONDITIONS CERTIFICATION**

Issuance of this RFP does not commit the District to award any Silent Panic Alert Technology System or pay any costs incurred in the preparation of a response to this request.

The District may ask respondents to send a representative for an oral interview prior to a formal selection. The District will not be liable for any costs incurred by the proposer in connection with such an interview.

The District reserves the right to waive any formality related hereto.

By submitting a response to this RFP, each respondent agrees to waive any and all claims it has or may have against the school district and its trustees, employees and officers, including but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

By my signature below, I warrant that I am authorized to sign on behalf of my organization, and that I have read, understand, and agree with all the terms of this Request for Proposals.

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Name of Proposer

---

Signature of Proposer

---

Date

## Request for Taxpayer Identification Number and Certification

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

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
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 for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

# 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.

## NON-COLLUSIVE BIDDING CERTIFICATE

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder must certify that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids for this project to any other bidder or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid.
4. The person signing this bid certified that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

---

AUTHORIZED SIGNATURE

---

NAME OF COMPANY

---

PRINTED NAME

---

TITLE OF AUTHORIZED PERSON

---

TELEPHONE NUMBER

---

ADDRESS

---

DATE

---

CITY, STATE ZIP CODE



## FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT

### FELONY CONVICTION NOTIFICATION

The Texas Education Code, Section 44.034(a) states that 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 the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

( ) My firm is a publicly held corporation, therefore this requirement is not applicable.

( ) My firm is not owned nor 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: \_\_\_\_\_

Description of conduct resulting in a felony: \_\_\_\_\_

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

Description of conduct resulting in a felony: \_\_\_\_\_

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

Description of conduct resulting in a felony: \_\_\_\_\_

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

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

Authorized Company Official's Name: \_\_\_\_\_

Authorized Company Official's Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# 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 \_\_\_\_\_ (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

## CERTIFICATION REGARDING LOBBYING

Submission of this certification is 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, "disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**Name of Organization**

---

**Address of Organization**

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**Name/Title of Submitting Official**

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**Signature**

**Date**

**SUSPENSION OR DEBARMENT CERTIFICATE**

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

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

Certifies that no suspension or disbarment is in place which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE OF AUTHORIZED PERSON

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY, STATE ZIP CODE

## RESIDENT/NONRESIDENT BIDDER CERTIFICATION

### FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN BID DISQUALIFICATION

As defined by Texas House Bill 620, a "nonresident bidder" means a bidder whose principal place of business is not in Texas, but excludes contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Please complete either item 1 or 2 as it applies to your company along with the bottom section.

1. I certify that my company, \_\_\_\_\_, is a "resident bidder."  
(Company Name)

Signature \_\_\_\_\_

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

**OR**

2. If you qualify as a "nonresident bidder," you must furnish the following information.

What is your resident state? (The state your principal place of business is located)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

- a. Does your "residence state" require bidders whose principal place of business is in Texas to under bid bidder who residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

YES \_\_\_\_\_

NO \_\_\_\_\_

### ALL VENDORS MUST COMPLETE THE FOLLOWING:

I certify that the above information is correct.

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of

\_\_\_\_\_ Company or Business name

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Flour Bluff Independent School District.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
DATE

**SB 252**

**CHAPTER 2252 CERTIFICATION**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Flour Bluff Independent School District's Business Office.

\_\_\_\_\_  
Name of Company Representative (Print)

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

\_\_\_\_\_  
Date