SUPERINTENDENT SEARCH FIRM SERVICES
REQUEST FOR PROPOSAL  5-5-17KP

Website:  http://www.dcschools.com

DATE:  April 24, 2017

CONTACT PERSON:  Purchasing Manager Karren Pope at 214-944-4589 or k pope@dcschools.com

Request for Proposal (“RFP”) submittals must be sealed, signed and delivered, in the manner instructed below, no later than:

2:00 PM (CST) on Tuesday, May 30, 2017

NOTICES TO ALL VENDORS:

1. Vendor must submit “RFP” one (1) signed original, ten (10) hard copies and one (1) electronic copy in a PDF format on an USB drive by 2:00 PM, Tuesday, May 30, 2017 to the following address:

   Dallas County Schools
   RFP 5-5-17KP
   Attn: Karren Pope
   5151 Samuell Boulevard
   Dallas, TX 75228

2. All questions regarding this RFP must be in writing and only be emailed to Karren Pope at k pope@dcschools.com. Questions by phone or emailed to anyone else will not be considered.

3. RFP, along with any addendum(s) or other specifications, will be posted at http://www.dcschools.com/departments/purchasing/bidding-opportunities/.

4. Vendor is responsible for checking Dallas County Schools’ (DCS) website for any addendum(s) to the RFP that may occur prior to the RFP due date and time.

5. DCS invites proposals from qualified vendors to provide Superintendent Search Firm Services to DCS. The DCS Board of Trustees (the “Board”) intends to engage the selected firm for the period of time necessary to conduct and conclude the Superintendent search process by August 2017. The successful vendor will be expected to develop and implement a search plan in accordance with the proposal requirements described herein.
Submission of this proposal shall serve as evidence that the vendor understands and agrees to all conditions of the RFP. Only proposals submitted in the manner prescribed above will be considered. All vendors must complete all attached forms. Failure to submit all required forms may result in disqualification of your proposal.

<table>
<thead>
<tr>
<th>NAME OF VENDOR</th>
<th>PRINTED NAME OF REPRESENTATIVE</th>
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<tbody>
<tr>
<td>PHYSICAL ADDRESS</td>
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<tr>
<td>MAILING ADDRESS, IF DIFFERENT</td>
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<tr>
<td>PHONE, CELL PHONE, &amp; EMAIL ADDRESS</td>
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<tr>
<td>SIGNATURE OF REPRESENTATIVE</td>
<td>DATE</td>
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BACKGROUND INFORMATION

DCS is a governmental entity that provides student transportation services and other support services to school districts and governmental entities in and around Dallas County. DCS has one of the largest transportation fleets in the United States. With a fleet of approximately 2,100 buses, DCS transports over 75,000 students to and from school every day, as well as providing transportation for school events, field trips, and special programs.

SCOPE OF WORK

DCS is seeking proposals for services for the recruitment of a Superintendent. DCS seeks to retain the services of a firm, or an individual, possessing recruitment experience for administrative positions, preferably for a governmental entity. In addition, the selected vendor shall have considerable knowledge with regard to conducting a search that includes the ability to recruit a diverse group of highly qualified applicants. The awarded vendor must be able to conduct an effective, timely, broad-reaching search.

The selected vendor shall provide services that include, but are not limited to:

- Working with the Board and DCS staff to develop characteristics and attributes of the successful candidate and selection criteria.
- Drafting a detailed job description that can be used as a tool to focus and guide the search.
- As part of the development process, consider conducting open community and staff forums to gain input from appropriate constituents.
- Targeted recruitment of qualified individuals identified through original research and knowledge of the governmental industry.
- Conducting a proactive, broad-reaching recruitment with emphasis on candidates with experience in Texas governmental entities utilizing the appropriate trade newsletters, on-line job listing services and/or direct sourcing calls.
- Acknowledging receipt of candidates’ application materials.
- Conducting initial phone interviews of all candidates with appropriate qualifications.
- Developing a list of semi-finalists for presentation to the Board briefly describing why each candidate is considered a semi-finalist.
- Collaborating with the Board to develop a list of interview questions.
- Scheduling personal interviews with all appropriate semi-finalists.
• Assisting the Board in the selection of finalists. Presenting an executive evaluation for each finalist that includes his or her resume and a description of relevant experience.

• Arranging the on-site portion of the process, including interview and activity scheduling, along with making travel and lodging arrangements as directed by the Board.

• Thoroughly conducting rigorous background and reference checks on the final candidate(s), maintaining strict confidentiality when necessary.

• Providing notification to all candidates not selected as finalists for the position.

The Board will monitor the vendor’s on-going progress to assure that quality work is being performed and that the required schedule is being met.

INSTRUCTIONS

All proposals must include the following information:

1. A brief history and description of your firm, including your relevant experience in providing the aforementioned services in the past five (5) years.

2. Provide resumes of the individual(s) who will be working on this project for the duration of the search process.

3. Experience summary that includes a minimum of three (3) references of other governmental or educational entities with which you have provided similar search services. Please include the dates and contact information for each project.

4. Address each of the items listed in the Scope of Work. Describe the methodology used by the firm for the search process and the role of the search firm at each step in the process. Describe the detailed activities included in the process and provide a proposed calendar/timeline for the search, assuming a Superintendent start date of August 1, 2017.

5. A firm fixed pricing schedule, specific to DCS, shall be outlined in the proposal and must include an hourly rate of compensation at which DCS would be billed for any services that the Board might request outside of those services detailed in the firm’s proposal.

6. Provide any additional information and comments your firm deems necessary to clearly communicate the firm’s qualifications and the process you would use to recruit a Superintendent.
GENERAL INFORMATION

1. Contract Documents:
   a. DCS expectations with respect to the performance by vendor are set out in the “Contract Documents,” which consist of this Request for Proposal (“RFP”), the vendor’s proposal, any award letter(s), any purchase order(s), and any final contract to be negotiated by the parties. Vendors who fail to examine the Contract Documents do so at their own risk.

2. Preparation and Submission of Proposals:
   a. Any explanation desired by a vendor regarding the meaning or interpretation of any portion of the Contract Documents must be requested in writing to the Purchasing Manager in a timely manner to allow for a reply before the submission of a proposal. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as an addendum, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor.

   b. Vendor must timely submit one (1) signed original, ten (10) hard copies and one (1) electronic copy in a PDF format on an USB drive to the following address:

      Dallas County Schools
      RFP 5-5-17KP
      Attn: Karren Pope
      5151 Samuell Boulevard
      Dallas, TX 75228

      Proposals are due on or before: 2:00 PM (CST) on Tuesday, May 30, 2017.

      Emailed or faxed copies will not be accepted. Packages received after the time and date provided for above will not be considered.

   c. Proposals may be modified or withdrawn by written or telegraphic (including facsimile and electronic mail) notice received by the DCS Purchasing Department prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for the receipt of proposals.
3. Vendor Information:

   a. Each vendor shall furnish the information required by the Contract Documents.

   b. The vendor shall sign all proposal documents, including any addenda. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent must be accompanied by evidence of the agent’s authority unless such evidence has been previously furnished to DCS.

   c. If the vendor anticipates a price change, vendor must give thirty (30) days written notice to DCS. Approval from DCS must be obtained before any price change is effective.

   d. Proposals submitted on forms other than the DCS forms or with different terms or provisions may be considered as non-responsive proposals.

   e. Vendor must provide detailed explanations of any exceptions the vendor has with any requirement or term specified in this RFP and thoroughly explain any alternate service offered.

   f. DCS expects that all proposals will remain valid for the term of this proposal.

   g. The vendor shall certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.

   h. Reservations - DCS expressly reserves the right to:

      i. Waive minor deviations from the specifications when it is determined to be in the best interest of DCS.

      ii. Waive any defect, irregularity or informality in any proposal procedure.

      iii. Reject any or all proposals.

      iv. Amend the RFP prior to proposal due date to extend or make changes to specification(s).

      v. Consider and accept an alternate proposal as provided herein when most advantageous to DCS.

4. Evaluation Criteria:

The Board will conduct a comprehensive, impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the Scope of Work and the submittal instructions. Failure to comply with the instructions and/or to submit a complete proposal may deem a proposal non-responsive and may, at the discretion of the Board, result in a proposal being eliminated from further evaluation.
The Board shall evaluate responsive proposals in accordance with the Texas Education Code, Section 44.031(b), considering the following factors:

A. Purchase price.
B. Reputation of the vendor and of the vendor’s services.
C. Quality of the vendor’s services.
D. Extent to which the services meet DCS’s needs.
E. Vendor’s past relationship with DCS.
F. Impact on the ability of DCS to comply with applicable laws and rules relating to historically underutilized businesses.
G. Total long-term cost to DCS to acquire the vendor’s services.
H. Vendor’s service capabilities.
I. Any other relevant factor specifically listed in the request for proposal.

Evaluation may include discussions or negotiations with vendors. Not all vendors may be requested to enter into further discussions. Although discussions may take place, vendors are encouraged to provide their best offer initially and not anticipate discussions to make their best offer.
# Evaluation Form

<table>
<thead>
<tr>
<th>Evaluation and Selection Criteria</th>
<th>Value</th>
<th>Score</th>
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<tbody>
<tr>
<td>1) The Purchase Price</td>
<td>40 pts.</td>
<td></td>
</tr>
<tr>
<td>2) Reputation of the vendor and of the vendor’s services.</td>
<td>10 pts.</td>
<td></td>
</tr>
<tr>
<td>3) Quality of the vendor’s services.</td>
<td>10 pts.</td>
<td></td>
</tr>
<tr>
<td>4) Extent to which the services meet DCS’s needs.</td>
<td>15 pts.</td>
<td></td>
</tr>
<tr>
<td>5) Vendor’s past relationship with DCS.</td>
<td>5 pts.</td>
<td></td>
</tr>
<tr>
<td>6) Impact on the ability of DCS to comply with applicable laws and rules relating to historically</td>
<td>2 pts.</td>
<td></td>
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<tr>
<td>underutilized businesses.</td>
<td></td>
<td></td>
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<tr>
<td>7) Total long-term cost to DCS to acquire the vendor’s services.</td>
<td>5 pts.</td>
<td></td>
</tr>
<tr>
<td>8) Vendor’s service capabilities.</td>
<td>10 pts.</td>
<td></td>
</tr>
<tr>
<td>9) Any other relevant factor specifically listed in the request for proposal.</td>
<td>3 pts.</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100 pts.</strong></td>
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</table>

**Evaluator:**

**Signature:**

**Date:**
5. Price Increases:

Prices for this contract are firm for the term of the negotiated contract. Prices may be decreased at any time after award. Throughout the term of the contract, charges shall not exceed the contract prices. If prices are affected by statute, regulation, administrative or judicial order, vendors may not include additional costs in billing to the end user. Vendors must first provide DCS written justification for increase and DCS must make a determination of applicability of the increase to the contract. In the event vendor offers or provides a decrease in rates to its customers or potential customers for the same services provided to DCS pursuant to the contract, the vendor must provide the same decrease in rates to DCS. It is recommended that the vendor provide said rate decreases voluntarily. If DCS learns of a decrease in rates from a source other than the vendor, the vendor shall credit DCS with the difference between DCS’s contracted rate and the decreased rate from the date of said decrease or the vendor’s contract will be subject to cancellation at the discretion of DCS. Any charges not proposed but required to make this service viable will be considered a hidden cost and will be provided by the vendor at no additional cost to DCS for the term of the contract.

6. Pricing:

Proposals must include specific rates for DCS, price extensions, and specific one-time costs. Pricing provided by a vendor’s schedule(s) of services will not be considered as a responsive proposal.

7. General Information:

Company Name:_____________________________________________________________
Address of Principal Location:_______________________________________________
City:________________________ State:________________ Zip Code:_________________
Phone:________________________ Fax:______________________________
Form of Business Entity:_____________________________________________________
Contact Person’s Name:______________________________________________________
Title:________________________ Ph:________________ Email:______________________
How many years has your company been in business in its current capacity? _______
How many years has your company been in business under its present name? _______
Under what other or former names has your company operated?__________________
8. **Claims and Lawsuits** (if answer “yes” to any questions below, must attach details)

Has your company ever failed to complete any work awarded to it? _________________
Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your management or company? __________________________________________________________________________
Has your company filed any lawsuits or requested arbitration or mediation with regard to contracts or awards within the last fifteen years? __________________________________________________________________________
Within the last fifteen years, has any manager or principal of your company ever been a manager or principal of another organization when it failed to complete a contract or award? __________________________________________________________________________

9. **Insurance and Indemnity:**

Vendor shall maintain professional insurance necessary to protect the interests of DCS from work done by the vendor. Vendor shall indemnify, defend and hold DCS, its employees and Board harmless, from and against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost and expense of any kind or character, including attorney’s fees and expenses, relating to or arising out of a contract for services.
STANDARD TERMS AND CONDITIONS

These standard terms and conditions are requirements that are binding upon the vendor awarded the proposal and form a part of all Contract Documents.

I. INVOICES AND PAYMENTS:

1. Successful vendor shall submit invoices, in duplicate. Invoices shall not be due before thirty (30) days.

2. Mail to: Dallas County Schools, Attn: Accounts Payable, P.O. Box 227177, Dallas, Texas 75222. Vendors should keep the Purchasing Department advised of any changes in remittance address

3. Do not include Federal Excise, State or City Sales Tax. DCS shall furnish tax exemption certificate, if required. If it is determined that tax is included in proposal, it may disqualify the vendor.

II. PROPOSALS, PRICING & VENDOR REQUIREMENTS

1. Advertising: Vendor shall not advertise or publish, without DCS’s prior written consent, the fact that DCS has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Written requests from Vendor must be sent to the Purchasing Department for approval or disapproval.

2. Texas Public Information Act: Vendor acknowledges that DCS is subject to the Texas Public Information Act (the “Act”). As such, upon receipt of a request under the Act, DCS is required to comply with the requirements of the Act. In the event that the request involves documentation that the vendor has clearly marked as confidential and/or proprietary, DCS will provide the vendor with the notices required under the Act. Vendor acknowledges that it has the responsibility to file exceptions with the Texas Attorney General’s Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

3. Compliance with Law: Vendor shall, and shall cause its representatives and agents to, follow and abide by all applicable federal, state and local ordinances and laws relating to or regulating the services to be provided under this RFP.

4. Vendor Qualifications: Vendors not on DCS’s current vendor list, may be required to prove their qualifications concerning the following criteria:
   a. Financial capabilities.
   b. Bonding status.
   c. Ability to fulfill and abide by the terms and specifications.
d. Quality and stability of product and sources.

e. Vendor must provide copies of current certification and/or licenses, when applicable with proposal.

5. Proposal Forms:

a. Proposals included in this packet must be completed in their entirety and returned along with any and all other information requested.

b. Proposals must show the full name and address of the vendor. Failure to manually sign proposal will disqualify it.

III. TERMINATION & DEFAULT

1. Gratuities: DCS may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by DCS that gratuities, in the form of entertainment, gifts, economic opportunity, future employment, loan, gratuity, special discount, trip, favor, service or otherwise, were offered or given by the vendor, or any agent, or representative of the vendor, to any officer or employee of DCS with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract.

2. Termination: The performance of work under this contract may be terminated in whole or in part by DCS for any reason upon thirty (30) days’ advance written notice. Termination of work hereunder shall be effected by the delivery to the vendor of a "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of DCS’s other rights of cancellation set forth herein.

3. Force Majeure: Neither party shall be deemed in violation of the contract if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, flood, storm, invasion, insurrection, accident, order of court, judge or civil authority, government regulation, an act of God, or any cause reasonably beyond the party’s control and not attributable to its neglect. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such disability to perform, for which the party is not responsible or circumstance beyond its control, shall be removed. The party claiming the suspension shall give written notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.
IV. MISCELLANEOUS CONTRACT TERMS

1. **Assignment & Binding Effect:** No right or interest in this contract shall be assigned or delegation of any obligation made by vendor without the written permission of DCS. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

3. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents. Any and/or all contract changes must be made through the Purchasing Department and signed by DCS.

4. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

5. **Applicable Law and Venue:** This agreement shall be governed by Texas law. Both parties agree that venue for any litigation arising from this contract shall lie in a state or federal court in Dallas County, Texas.

6. **Prohibition against Personal Interest in Contracts:** Vendors and applicable DCS officials and employees shall comply with Texas Local Government Code Chapters 171 and 176 and DCS Board Policy, as applicable.

7. **Governmental Immunity:** This agreement is expressly made subject to DCS’s governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties hereto expressly agree that no provision of this agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that DCS has by operation of law.

8. **Fiscal Funding:** Notwithstanding any provision contained herein to the contrary, the obligations of DCS under this agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. DCS shall make any payments required under this agreement from current revenue available to DCS. The vendor shall not have a right of action against DCS in the event DCS is unable to fulfill its obligations under this agreement as a result of lack of sufficient funding to pay for its obligations hereunder from any source.
utilized to fund this agreement or from failure to budget or authorize for this agreement during the current or any future fiscal year. In the event DCS is unable to fulfill its obligations under this agreement as a result of lack of sufficient funding, or if funds become unavailable, DCS, at its sole discretion, may provide funds from a separate source or may otherwise terminate this agreement by written notice to the vendor at the earliest possible time prior to the end of the fiscal year; provided, however, DCS shall be required to pay any expenses already incurred pursuant to this agreement as of the time DCS provides such notice. In the event that DCS is unable to fulfill its obligations under this agreement as a result of lack of sufficient funding, vendor may immediately terminate this agreement.

9. **Prompt Payment Act:** Vendor agrees that a temporary delay by DCS in making payments under this agreement due to DCS’s accounting disbursement procedures shall not place DCS in default of this agreement and shall not render DCS liable for interest or penalties, provided such delay does not exceed thirty (30) days after receipt of an invoice. Any undisputed payment not made by DCS within thirty (30) days after receipt of the invoice shall bear interest in accordance with Chapter 2251 of the Texas Government Code, as amended.
NO PROPOSAL FORM
(TO BE RETURNED TO DCS IF APPLICABLE)

No Proposal Acknowledgement Form:

The undersigned affirms that they are an authorized representative of the company, corporation, firm or partnership stated below and wishes not to submit a proposal at this time, but wishes to remain on the potential vendors list:

Vendor ____________________________________________________________

Street Address ______________________________________________________

City, State, ZIP _____________________________________________________

Phone________________________ Fax Number _____________________________

____________________________________________________
Signature of Company Official Authorizing This Proposal

____________________________________________________
Name of Company Official (Please Print) Title

Date ____________________________

Area(s) of Interest ____________________________________________

Note: This form must be submitted by the due date for this Request for Proposal.
PROPOSAL ACKNOWLEDGMENT FORM:

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal 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."

Vendor __________________________________________________________

Street Address ______________________________________________________

City, State, ZIP _____________________________________________________

Phone_________________________ Fax Number _________________________

________________________________________
Signature of Company Official Authorizing This Proposal

________________________________________
Name of Company Official (Please Print) ________________________________
Title

Date ________________________________
PROPOSALS SUBMITTED WITHOUT THIS FORM WILL BE CONSIDERED NULL AND VOID AND THEREFORE UNACCEPTABLE.

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

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

This Notice Is Not Required of a Publicly Held Corporation

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

_________________________________________________________________
Vendor’s Name

_________________________________________________________________
Authorized Company Official’s Name (Printed)

_________________________________________________________________
Signature of Company Official

Select One:

[ ] My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
[ ] My firm is not owned or operated by anyone who has been convicted of a felony.
[ ] My firm is owned or operated by the following individual(s) who have been convicted of a felony:

Name of Felon(s): ________________________________________________

Details of Conviction(s): _________________________________________

Signature of Company Official: ____________________________________

(additional sheets may be attached)
Resident Bidder’s Certification

**Bid No:** RFP 5-5-17KP  
**Bid Title:** Superintendent Search Firm Services

Texas Government Code Chapter 2252.001A (3) and (4) defines “nonresident bidder” and “resident bidder” as follows:

Chapter 2252.001A (3) “Nonresident bidder” refers to a person who is not a resident.

Chapter 2252.001A (4) “Resident bidder” refers to a person whose principal place of business is in the state of Texas.

Chapter 2252.002 states “A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that ____________________________________ is a resident bidder of (Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

Signature____________________________________

Print Name__________________________________

I certify that ____________________________________ is a nonresident bidder of (Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

City and State________________________________

Signature____________________________________

Print Name__________________________________
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.

Vendors receiving individual awards for $100,000 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 vendor:

Certifies that they are not debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. See OMB Circular A-102.

NON-COLLUSION DISCLOSURE

I am an authorized agent or officer of the vendor submitting this proposal, and I have full knowledge of the relations of the vendor with the other firms in this same line of business, and the vendor is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

________________________________________
Vendor’s Name

________________________________________
Authorized Company Official’s Name and Title (Printed)

________________________________________
Signature of Company Official

Date: ___________________________
W-9
Request for Taxpayer Identification Number and Certification
Give Form to the requester. Do not send to the IRS.

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; check only one of the following seven boxes:
   - Individual or sole proprietor
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company
   - Single-member LLC
   - 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 (if any)

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

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see Note to get a TIN on page 3.

Note, if the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 IRS that I am subject to backup withholding as a result of a failure 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. Information about developments affecting Form W-9 (such as legislation enacted after its release) is at www.irs.gov/formw9.

Purpose of Form
An individual or entity (Form W-9 requestor) 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 (TIN), 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 1098-5 (proceeds from real estate transactions)
- Form 1098-K (merchant card and third party network transactions)

Cat. No. 10231X
Form W-9 (Rev. 12-2014)
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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 176.005(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.

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

Form provided by Texas Ethics Commission  www.ethics.state.tx.us  Revised 11/20/2015
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/html/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.