



## REQUEST FOR PROPOSAL

Mental Health and Employee Assistance Program

**RFP# 2022.406**

**Submittal Deadline:**

**By 2:00 p.m.**

**Thursday, June 2<sup>nd</sup>, 2022**

Issued by:

CCISD Purchasing Department

[www.ccisd.net/departments/purchasing/](http://www.ccisd.net/departments/purchasing/)

Greg Cruthirds, Director

Email: [gcruthir@ccisd.net](mailto:gcruthir@ccisd.net)

**Due: 2:00 P.M., June 2<sup>nd</sup>, 2022**

## **GENERAL INFORMATION FOR VENDORS**

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Clear Creek Independent School District, "the District," is accepting sealed proposals **for: Employee Assistance Program.**

Direct all questions regarding this proposal in writing to: **Greg Cruthirds, Director of Purchasing** via Email: [gcruthir@ccisd.net](mailto:gcruthir@ccisd.net)

To be considered a responsive offer, proposers are required to submit an executed original of their proposal, proposal sheets and any other requested/required information in a sealed envelope to:

**GREG CRUTHIRDS, CLEAR CREEK ISD DIRECTOR OF PURCHASING, 2145 WEST NASA BLVD., WEBSTER, TX 77598.**

**PROPOSAL ENVELOPES MUST INCLUDE: YOUR COMPANY NAME, RETURN ADDRESS, PROPOSAL NUMBER AND THE DUE DATE AND TIME.**

Proposals may be hand-delivered to the Purchasing Department during regular business hours. Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified.

The responses will be under evaluation and not available for public review until after approval by the Board of Trustees. Clear Creek ISD reserves the right to reject any or all proposals and to accept any proposals determined to be the most advantageous to the district and to waive any informality. If you are not responding to this procurement, please check the NO BID line on page 1 Notice to Vendors, sign the Acknowledgement information and return.

CCISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031 Purchasing Contracts, Request for Proposals for services other than construction services. For information regarding the RFP process, contact Greg Cruthirds, Director of Purchasing at (281) 284-0211.

CCISD:

- a. Reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposal
- b. Reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CCISD.
- c. Assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a contract pursuant to this RFP.
- d. Reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the School District. CCISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof. CCISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District. CCISD also reserves the right as sole judge of quality and equality.

Any interpretations, corrections, additions or changes to this RFP will be communicated to vendors by the issuance of an addendum. It is the responsibility of the vendor, prior to submitting their response, to determine whether an addendum was issued. All vendors shall comply with the requirements specified in any addendum issued by CCISD.

A vendor may be disqualified before or after the responses are unsealed, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted responses should be self-explanatory and should not require any clarification or additional information.

Once submitted, CCISD will not return responses to vendors. A response that has been submitted to CCISD may be withdrawn by email or online prior to the deadline for submission of responses.

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Vendors are required to certify a Non-Collusive Statement. Vendors are required to state the party submitting a response, that such response is genuine and not collusive or sham; that vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham response or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the response price or of any other vendor, or to fix any overhead, profit or cost element of said response price, or of that of any other vendor, or to secure any advantage against CCISD or any person interested in the proposed contract, and that all statements in said response are true.

CCISD is a governmental body subject to the Texas Public Information Act. Responses submitted to CCISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. CCISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors.

CCISD is tax-exempt. Response prices should not include taxes.

CCISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with CCISD or who seeks to do business with CCISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- (a) If the vendor has an employment or other business relationship with a local government officer of CCISD or a family member of the officer that results in the officer or family member receiving taxable income, other than investing 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 government entity and vendor had been executed; or
  - (ii) the local government entity is considering entering into a contract with the vendor;
- (b) If the vendor has given a local government officer of CCISD, or a family member of the officer one or more gifts that have an aggregate value of \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) A contract between the local government entity and vendor had been executed; or
  - (ii) The local government entity is considering entering into a contract with the vendor.

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of CCISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through CCISD's written procedures, CCISD has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through CCISD's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the Board President and addressed through CCISD Board policies.

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

## DISTRICT OVERVIEW

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**Profile of the District:** *The Clear Creek Independent School District spans 103 square miles and is located 20 miles south of Houston along Interstate 45/Gulf Freeway. This includes the communities of: League City, Seabrook, Webster, Kemah, El Lago, Nassau Bay, Clear Lake Shores and Taylor Lake Village, along with portions of Bacliff, Friendswood, Houston and Pasadena. The District provides instructional services to over 41,000 students at 45 campuses and is the 29<sup>th</sup> largest school district in Texas. There are currently twenty seven (27) elementary schools, ten (10) intermediate schools, five (5) comprehensive high schools and two (2) charter schools. The mission of the Clear Creek Independent School District, the leader in visionary education, is to ensure that each student discovers and develops his or her unique talents and interests while realizing personal success and positively impacting their world through a new system distinguished by integrity, meaningful relationships, personalized learning, achievement, and a continuing commitment to **Courage, Collaboration, Innovation, and Self-Direction.***

## RFP PURPOSE

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The Clear Creek Independent School District (CCISD) is hereby requesting sealed proposals for Employee Assistance Program Services for District employees and family members. Clear Creek Independent School District, "the District," intends to initiate this contract for an initial one year period commencing on September 1, 2022 with annual renewals requiring approval of the Board of Trustees for up to an additional 4 years. The District expects to award this contract after approval by the Board of Trustees at the June 2022 regular meeting. Service and cost price comparisons will be made as required using the terms and conditions of this Request For Proposal.

CCISD Purchasing Department documents are made available via CCISD Website and Public Purchase for qualified vendors who wish to submit a formal response.

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## CLEAR CREEK ISD STANDARD TERMS AND CONDITIONS

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These terms and conditions are applicable to and form a part of all contract documents and purchase orders issued as a result of award. This written document is the entire agreement between both parties, and supersedes any previous written or oral agreements. Future amendments to the agreement will be in the form of a written amendment.

1. **CONTRACT AWARD:** The District expects to award this proposal in **June, 2022**.
2. **CONTRACT TERM:** This contract will be effective for one (1) year, with renewal options for additional one year periods (as listed below), at the District's option and with the acceptance of the awarded vendor(s). In the event this proposal expires before another proposal is awarded, the District may extend the contract term on a month-to-month basis by mutual agreement with the vendor.

Initial Term	September 01, 2022 through August 31, 2023
First Renewal Option	September 01, 2023 through August 31, 2024
Second Renewal Option	September 01, 2024 through August 31, 2025
Third Renewal Option	September 01, 2025 through August 31, 2026
Fourth Renewal Option	September 01, 2026 through August 31, 2027
3. **ANNUAL REVIEW:** The contract will be reviewed by buyer annually for contract renewal consideration with the awarded vendor(s).
4. **ANNUAL APPROVAL:** The contract and subsequent renewals will be presented for approval at a regularly scheduled Board of Trustees meeting, as required.
5. **VENDOR CHANGES AND UPDATES:** Vendors shall send all updates of their company and contact information directly to the buyer listed on the cover page.
6. **OFFEROR CONDUCT** – Beginning with your receipt of this Notice and during the proposal process, Proposers are not permitted to contact any District Board of Trustees member, officer or employee, other than the District Director of Purchasing and the designated buyer. No gratuities of any kind will be accepted, including meals, gifts or trips.
7. **SEND PROPOSAL TO** – To be considered a responsive offer, submit the Original Signed proposal, proposal sheets and any other requested information in a sealed envelope on the forms provided.
  - a. Submit the proposal in a sealed envelope. On the envelope you must include *your company name, return address, the proposal number and the due date / time*.
  - b. Mail the proposal to:  
Greg Cruthirds, Director of Purchasing  
2145 West Nasa Blvd, Webster TX 77598
  - c. Proposal may also be hand-delivered to the CCISD Purchasing Department **during regular business hours**.
  - d. Electronic Submissions: In addition to the required signed original and requested (2) copies, proposals shall be e-mailed to the designated Buyer. Electronic submissions are required **IN THE FORMAT AND ON THE FORMS PROVIDED**, yet do not constitute proposal acceptance. **Only a signed original proposal will constitute a formal proposal submission by the date and time noted above.**
8. **CERTIFICATIONS** – vendor acknowledges the following certifications by submission of the proposal. Business information form, tax payer identification, resident / nonresident certification, non-collusion certification, felony conviction notification, national criminal history (supplier employees), debarment / suspension form, clean air and water act, certification regarding lobbying, references, Hub certification, acknowledgement form.
9. **PROPOSAL VALIDITY:** Proposal shall remain valid, pending award, for 90 days. All prices and discounts will remain effective for one year from date of award.
10. **INTERPRETATION** – If a person contemplating submitting an offer for the proposed contract is in doubt as to the true meaning of any part of the proposal documents, he/she may submit a written request for an interpretation.
11. **LATE PROPOSALS** – Proposals not received and date/time stamped by the District Purchasing Office by or before the proposal closing time are not accepted. Late delivery attempts will be refused.
12. **SUITABILITY** – The District reserves the right to accept or reject all or any part of any proposal, waive minor formalities, to be the sole judge of quality and suitability and award the proposal deemed to be most advantageous to the District.

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13. **EXCEPTIONS** – Any exceptions taken to the terms and conditions of this proposal request must be clearly stated, in writing, and attached as a part of the proposal.
14. **GOVERNING LAW** – All items and services offered shall conform to all applicable local, county, state and federal laws, ordinances and regulations. The venue for any legal actions arising from this contract will be Galveston County, Texas, the county of the administrative headquarters of the school district.
15. **INDEMNIFICATION** – Successful vendor(s) shall indemnify and save harmless Clear Creek Independent School District from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action arising out of, resulting from, or in any manner connected with the performance of the work hereunder, to the extent caused in whole or in part by the negligent acts or omissions of the vendor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the partial, but not sole, negligence of Clear Creek Independent School District. The contractor hereby agrees to defend any and all such actions brought against Clear Creek Independent School District for any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by Clear Creek Independent School District, and/or by reason of any such suit or suits.
16. **EQUAL EMPLOYMENT OPPORTUNITY** – All Vendors shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60). No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.
17. **PRICES** – All prices are to be freight prepaid, include all delivery charges and are to be F.O.B. Clear Creek Independent School District. Upon mutual agreement, proposal prices can be extended beyond the firm price offer date. Submit unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern. In the event of a price decrease during the full term of the contract, such decrease must be made available to the District.
18. **PATENT RIGHTS** – Successful vendors shall indemnify and protect the District from any claim involving patent right or copyright infringement on goods supplied.
19. **ENERGY STAR COMPLIANCE** – Per the requirements of the District Energy Manager, all new equipment must be Energy Star compliant when available.
20. **APPROPRIATED FUNDS** – For any fiscal year, beginning September 1, the District's obligation under any purchase order, contract, or service agreement arising from this proposal request is contingent upon the availability of appropriated funds from which payment for purchase orders, contracts, or service agreements can be made. No legal liability on the part of the District nor any payment or continuation of any agreement may arise until funds are made available to the District for this purchase order, contract, or service agreement and until successful vendor receives notice of such availability.
21. **SPECIFIED/ALTERNATE ITEMS** – Any catalog, brand name, and/or manufacturer's reference used is descriptive, not restrictive, and is intended only to indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise specified. If offering an alternate product, proposal must show manufacturer, brand, model, etc. of item being offered. Complete descriptive information of each alternate product must be included with the proposal. If the vendor takes no exception to the specifications, vendor shall be required to furnish brand names, models, etc. as specified.
22. **AUTHORITY/ DISTRICT OPTION** – All proposals must meet or exceed the District's specifications. The District shall be the sole authority in evaluating and determining the equality of all alternate proposals. Substitutions below the minimum specifications shown will not be accepted.
23. **EVALUATION CRITERIA** – It is not the policy of the District to award contracts based solely on 'low price'. The following factors are used by the District to evaluate the overall 'best value' per Texas Education Code 44.031(b): (1) Purchase price; (2) The reputation of the vendor and the vendor's goods and services; (3) The quality of the vendor's goods and services; (4) The extent to which the goods and services meet the District's needs; (5) The vendor's past relationship with the district; (6) The impact on the ability of the District to comply with laws relating to historically underutilized businesses (HUBS); (7) The total long-term cost to the District to acquire the goods or services; and (8) State of Texas preference; and (9) any other relevant factor as listed in the project documents.

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FACTOR	POINTS
Purchase price	40
The reputation of the vendor and the vendor's goods and services.	10
The quality of the vendor's goods and services.	20
The extent to which the goods and services meet the District's needs.	20
The vendor's past relationship with the District	5
The impact on the ability of the District to comply with laws relating to historically underutilized businesses (HUBS)	0
The total long-term cost to the District to acquire the goods or services	5
State of Texas preference.	0
TOTAL	100

24. **PROPOSAL AWARD** – The District reserves the right to award contracts for any, all, or none of the parts and/or items of this proposal request. Contracts for purchase shall be put into effect by means of purchase order(s) executed by the District's Purchasing Director after this proposal has been awarded.
25. **NON-EXCLUSIVE AWARD** – Except as noted, proposal award resulting from this request is not an exclusive agreement to purchase. The District reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the District, are necessary and in the best interest of the District. If the low proposal exceeds the District's budget allocation, the district may elect, upon determination that the budget can be achieved through value engineering, to negotiate value engineering possibilities with the low contractor and award the contract upon agreement of items necessary to meet the budget.
26. **PURCHASES** – Purchases will be made on an as needed basis throughout the period of the contract by way of Purchase Orders.
27. **VENDOR NON-PERFORMANCE.** If at any time, the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, the District reserves the right to cancel the contract without written notification of intent and to remove the vendor from the active vendor file.
28. **CANCELLATION:** The Clear Creek Independent School District reserves the right to cancel any contract (or purchase order) resulting from this Request For Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). If the vendor fails to perform as required in the proposal document, contracts may be terminated without notice. Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidders address appearing on the face of the Request For Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.
29. **INVOICES**– Seller shall submit an original invoice to Clear Creek Independent School District, PO BOX 799, League City, Texas 77574, Attention: Accounts Payable Department. Invoices must indicate the District purchase order number, Invoice Date, Name of Company, Complete mailing address and telephone number, Brief description of the item or service, quantity, unit price and extended price, Any other substantiating documentation or information as required by the contract. Invoices subject to cash discount will be calculated from the date final invoice is received by the District Accounts Payable Department.
30. **PAYMENTS** – The sum of the payments due Seller is limited to the amount of money stated on the face of the purchase order. Any products provided or services rendered in excess of this amount will be at Seller's expense and not payable by the District. No alterations, substitutions or extra charges will be permitted without a written Change Order. Merchandise may not be billed at a price higher than the amount stated on the order. The District shall pay all undisputed invoices for accepted merchandise and/or services within 30 days of delivery or acceptance, whichever is later. Contracts requiring a monthly charge will be billed and paid on a monthly basis.
31. **TAXES** – Pursuant to Texas Tax Code Ann. Sec. 151.309, as amended. The District is exempted from sales and use taxes. Do not include federal excise, state or city sales tax in your totals. If it is determined that tax was included in the totals, it will not be included in any tabulation, award or payments. Tax exemption certificate will be furnished upon request.



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32. **ADDENDA TO RFP:** The District reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Proposer, prior to submitting the proposal, to view the Purchasing Department webpage to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. All questions must be received in writing by the Director of Purchasing via fax (281.284.9913). No addenda will be issued later than 3 business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. All addenda will be posted to the District Purchasing Department Web Page.
33. **OPENING PROCEDURE** – Proposals will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. Only the names of offerors will be read at a public opening.
34. **PUBLIC INFORMATION ACT** – Respondents to the proposal are advised that all materials submitted to the District as a part of their response, become and remain the property of the District and consequently cannot be returned to the respondent. Upon award by the District Board of Trustees, the materials are subject to disclosure under the Public Information Act, Texas Government Code, Chapter 552 and may be viewed and/or copied by any member of the public, including news agencies and competitors.
35. **CONFIDENTIAL INFORMATION OR TRADE SECRETS** – Per Government Code, Article 252.049, if any of the information is considered to be confidential or a trade secret belonging to the proposer and, if released would give advantage to a competitor or proposer, that information should be filed with the proposal in a separate envelope marked “confidential – do not duplicate without permission.” Failure on part of the respondent to indicate the proprietary/confidential status for the applicable documents as recommended will release the District from any action or actions should said documents be made public. Respondents should note that entire responses cannot be considered “proprietary” or “confidential”, and any responses so marked will be considered “non-responsive.”
36. **NEGOTIATIONS** – The District may choose to award a contract based on the original submission, or move to negotiations. Because the District may choose not to enter into negotiations and/or request a best and final offer, all offerors are to assume the original submission, and any subsequent communication with the District, may be considered a final offer.
37. **NON-WARRANTY OF PROPOSALS** – Due care and diligence has been exercised in the preparation of the RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this RFP. The District reserves the right to request additional information from the Company after the submission date. This written document is the entire agreement between both parties, and supersedes any previous written or oral agreements. Future amendments to the agreement will be in the form of a written amendment.
38. **DELIVERY RESPONSIBILITY** – The District will not be responsible for any material being delivered or services performed without a purchase order, signed by an authorized representative of the District.
39. **SHIPPING REQUIREMENTS** – The successful vendor shall take necessary actions to assure that orders are shipped promptly, to include partial shipments where appropriate. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: a) Seller’s name and address; b) Consignee’s name, address and purchase order number; c) Container number and total number of containers, e.g. box 1 of 4 boxes; and d) the number of the container bearing the packing slip (must accompany all goods delivered). The packing slip (or shipping ticket) must state clearly purchase order number, packing slip number, number of items, stock number, destination of delivery and delivery date. Seller shall bear cost of packaging unless otherwise provided.
40. **DELIVERY TERMS:** a) The title and risk of loss of the goods shall not pass to the District until the Buyer actually receives and takes possession of the goods at the point or points of delivery; b) Delivery terms are F.O.B. inside delivery, unless delivery terms are specified otherwise; c) The place of delivery shall be that set forth on the purchase order; d) Seller must provide goods or services within the term dates indicated on the purchase order. The terms of this agreement are “no arrival, no sale.” E) Successful vendor(s) shall promptly notify the District Purchasing Office when any single line item cannot be delivered within the specified delivery time (according to the purchase order). If the successful vendor is unable to provide the requested item within a mutually acceptable time, the District reserves the option to purchase the outstanding item(s) from an alternate source according to the terms and conditions of this proposal invitation.
41. **DELIVERY ARO** – Proposals must show the number of days required to deliver the article(s) to the specified location under normal conditions after receipt of an order (ARO). Delivery time will be considered in the evaluation process.



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42. **WARRANTY** – Equipment / Products shall be new and the latest model. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified. The manufacturer's standard warranty will apply unless otherwise specified. All products should be supplied complete, ready to be installed, including all cabling and connectors where applicable. Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this contract void at the option of the District. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
43. **INTER-LOCAL AGREEMENTS & OPEN MARKET PURCHASES** – In the best interest of the district, if the proposal goods and/or services are available at a lower price or better delivery time, it is to be understood that the District reserves the right to purchase these items through an inter-local agreement or on the open market.
44. **SUPPLIER'S WARRANTY RESPONSIBILITY** – The successful vendor(s) is ultimately responsible for and must assure the District that any warranty service shall be performed to the satisfaction of the District, regardless of whether the successful vendor or his/her agent performs the warranty work. If there is a question of whether it is the responsibility of the successful vendor or the manufacturer to repair a given defect, then it shall automatically become the successful vendor's responsibility to see that the repair(s) is made to the satisfaction of the District.
45. **REPLACEMENT PARTS** – Warranty replacement parts may be refurbished.
46. **WARRANTY WORK AND GENERAL TERMS OF WARRANTIES** – The District's purchase order(s) will be issued to the successful vendor(s). The successful vendor(s) has the ultimate responsibility of insuring the delivery of complete, full functioning products that meet the District's specifications in all details and are free of defects in materials and workmanship. The products are warranted against defects in materials and workmanship by the manufacturing company (ies)/successful vendor.
47. **DEFECTIVE WORKMANSHIP** – If defective workmanship and/or materials is found after acceptance and payment has been made, the supplier shall replace/repair the defective component(s), as required, at his/her own cost, within a reasonable amount of time (normally 10 working days), and at no extra cost to the District.
48. **PENALTIES** – Upon refusal of the successful vendor to make satisfactory and timely adjustment(s), the District reserves the right to claim and recover from said successful vendor by due process of law, such sums as may be sufficient to correct the error or make good the defect in material and/or workmanship.
49. **CERTIFICATIONS** – Vendor acknowledges the following certifications by submission of the proposal;  
Non-Collusive Bidding Certificate: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.  
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.  
Criminal History Notification: Any project that requires a vendor to work in a classroom, gymnasium, parking lot, or other part of a school building where students will have access is affected by this provision. Prior to commencing any work under this Agreement, vendor will certify by Affidavit that the contractor has submitted to the necessary name-based and/or fingerprint-based criminal history background check and has obtained, as required by Texas Education Code Section 22.0834: national criminal history record information from a law enforcement or criminal justice agency for each employee of contractor hired before January 1, 2008; and/or national criminal history record information from the Texas Department of Safety for himself or herself and for each employee hired on or after January 1, 2008. Contractor or any employee of Contractor who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085. In the event the District discovers that contractor or any employee of the contractor for whom certification is required has been convicted of a disqualifying offense, this Agreement is void.

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

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

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

Certification Regarding Lobbying (when Federal Money is being used). The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, SF-LLL "Disclosure of Lobbying Activities" Form in accordance with its instructions. (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.

HUB Certification: Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) entities are encouraged to attach a copy of the HUB Certification when responding to this proposal invitation.

Resident Nonresident Vendor The 1985 Texas Legislature passed House bill 620 (now Chapter 2252 of Texas Government Code) relative to the award of contracts to nonresident bidders (out of state contractors whose corporate offices or principal place of business are outside of the state of Texas). This law provides that, in order to be awarded a contract as low bidder, a nonresident bidder's response for construction, improvements, supplies or services in Texas be bid in amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. As defined by Texas Government Code 2252.001, a "resident vendor" means a vendor whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

EDGAR Compliance: This new regulation from the Office of Management and Budget (OMB), coded as Title 2 of the Code of Federal Regulations (2 CFR) Part 200, were incorporated into general federal regulation on December 26, 2014. The new regulations govern all federal grants awarded by the US Department of Education (USDE) to the state or to any LEA on or after that date. The EDAR Certification is in the required forms.

50. **NEW\*\*\*\*\*IMPORTANT CONTRACT DISCLOSURE REQUIREMENTS:** The Texas Legislature passed House Bill 1295, which amended the Texas Government Code by adding Section 2252.908 Disclosure of Interested Parties. Subsequently, the Texas Ethics Commission adopted new rules, effective for contracts entered into on or after January 1, 2016. A governmental entity may not enter into a contract subject to Section 2252.908 unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract. The governmental entity must then submit a copy of the disclosure to the Texas Ethics Commission not later than 30 days after the date the governmental entity receives the required disclosure. According to the Texas Ethics Commission's website, a new mandatory filing application to file Form 1295 will be available on its web site by January 1, 2016. More filing information can be found at <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

51. **INSURANCE REQUIREMENTS** – *(if applicable)*: Successful Vendor, shall provide proof of insurance showing, as a minimum, the coverage listed below. The Contractor shall not commence any portion of the work under this contract until he/she has obtained the insurance required herein and copies of certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the contract documents.

- General Liability: \$1,000,000 per occurrence

Workers Compensation: \* AS TEXAS STATUTORY PROVISIONS REQUIRE

- \* If vendors does not provide Compensation, a letter explaining alternate benefits should be included with the proposal. Alternatives are not allowed for construction vendors.

Automobile Liability Insurance:

- Combined Single Limit: \$500,000 each person

Coverage shall include:

- a. Waiver of subrogation endorsement in favor of the District and its Agents.
- b. Thirty (30) day written notice of cancellation or material change endorsement in favor of the District and its Agents.
- c. The District shall be named as additional insured on the successful vendor's policy (ies) on primary and non-contributory basis.

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

## SPECIFICATIONS AND REQUIREMENTS

Requests must list any and all exceptions on a separate, attached sheet. Vendors may offer one alternative to specific items UNLESS ITEMS ARE LABELED "NO SUBSTITUTE." Vendors MUST show brand name for all alternate items offered. Prices shall include shipping, handling and freight charges and all shipments are FOB CCISD.

Name of Mental Health and Employee Assistance Program: \_\_\_\_\_

### **A. ORGANIZATION**

- 1) Please provide background for your organization, including
  - a) Corporate/Organizational History
  - b) Location of Corporate and Satellite offices
  - c) Number of years providing Mental Health/EAP Services
  - d) For Profit vs. Non-Profit status
  - e) Names of Affiliates, Subsidiaries, Owning Interests
  - f) Current Number of covered employees
  - g) Current Number of clients
  - h) Current Number of school district/charter school clients
- 2) What is your Net Promoter Score (NPS) with the customers you serve? What % of your current customers are included in this NPS?
- 3) Does your organization have any ownership with any particular treatment facility or clinic?
- 4) Please list the dollar amounts of your professional liability insurance.
- 5) Please provide the wording for a "Hold Harmless" clause protecting CCISD in regards to your services.
- 6) What processes are in place to ensure that records are protected from theft or fire?

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

- 7) Do you have your own proprietary network or do you lease your network?
- 8) Has your organization ever had a PHI breach? If so please provide details on the cause of the breach(es) and how it/they was/were resolved.
- 9) What do you believe is the key differentiator of your EAP/Mental Health Program vs. others in the industry?
- 10) What does your organization consider to be a goal utilization rate for your clients?

**B. OPERATION – EAP**

- 1) Describe the intake process for both self and supervisory referrals. Are intake workers available 24/7/365?
- 2) Do your intake clinicians work for your organization or are those services contracted out?
- 3) What are the minimum qualifications of intake workers? If there are various levels of intake, please delineate between their respective requirements.
- 4) Describe the process for completing referrals to EAP counselors vs. a health insurance plan provider?
- 5) When care is deemed appropriate for a health plan provider, how does your company assist employees in transitioning and/or starting care with a mental health provider in the health plan? Does your process differ if the individual is covered by a health plan not offered at Clear Creek ISD? If so, how?
- 6) What information about counselors is available to employees and dependents to assist them in choosing a provider? What information is NOT shared?

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

- 7) Describe the crisis intervention services and time frame you would provide as requested by CCISD on an emergency basis. Is this service part of the basic fee? If not, detail the cost separately in the Pricing Section.
- 8) Describe any wellness seminars and other in-service to be conducted and the number you will provide each year as part of the basic fee. Outline any charges not included the basic fee.
- 9) Please detail the range and scope of training services that are included at no additional cost for both employees and managers/administrators, and identify whether these services are available onsite or virtually, recorded or live, etc.
- 10) Are you able to provide customizable trainings for the District? If so, is there a cost to develop the training? How much advance notice would you require?
- 11) Please describe your management referral process.
- 12) Describe transition of counseling services for anyone who is currently in counseling under another Mental Health/EAP as of the effective date of your EAP services.
- 13) What procedures will be in effect to ensure that two different employees or dependents do not arrive in the same waiting room at the same time?
- 14) What types of problems do your EAP counselors address?
- 15) Will a 24-hour 800 number be available for all members? Is this number staffed 24/7 for direct call-in to counselors or is it an answering service whereby counselors are paged to call members back?
- 16) Describe your process of training supervisors of CCISD. (Include training goal objectives and provide examples of training materials to be used)
- 17) Please outline services provided under your EAP beyond counseling (i.e. legal, financial, work/life, wellness, etc.)



Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

- 18) Do you provide a member website/portal? If yes, please outline services available/provided? (List any additional costs under Pricing Section)

**C. EAP PROVIDER NETWORK**

- 1) Describe your process for credentialing and screening providers, including minimum education and licensing requirements.
- 2) What is the availability of counseling services (i.e., hours, days of the week)?
- 3) Are all providers in your network accepting new patients? Are you able to prevent sending someone to a provider that is not seeing new patients?
- 4) Do you track average (and maximum) length of waiting time to get an initial appointment by provider?
- 5) Are your therapists/coaches specialized in certain areas other than general counseling?
- 6) Describe your referral network and how you monitor the quality of services throughout the network.
- 7) Based on the following definitions, does your organization operate as a “staff model” or a “network model” EAP?

Staff Model – you employ counselors for some or all of the face-to-face EAP counseling sessions

Network Model – you contract with licensed clinicians in private practice for all face-to-face EAP counseling sessions

- 8) If you are a network model EAP, do you own or lease your provider network? Do you credential each of the providers?

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

- 9) Do any therapists employed by your organization or any parent company and /or subsidiaries of your organization provide any counseling and/or other treatment that is billed to the employer's health plan?
- 10) What is the number of unique providers in the following zip codes:
- a) 77573 (League City)
  - b) 77539 (Dickinson)
  - c) 77598 (Webster)
  - d) 77546 (Friendswood)
  - e) 77565 (Kemah)
  - f) 77586 (Seabrook)
  - g) 77058 (Houston –Clear Lake)
  - h) 77062 (Houston – Clear Lake)
  - i) 77089 (Houston – Sagemont)
  - j) 77581/77584 (Pearland)

**D. QUALITY**

- 1) What methods do you use to ensure consumer satisfaction and adjudicate complaints?
- 2) Describe applicable grievance procedures for employees and resolution history.
- 3) Describe the methods and procedures in place to ensure quality control of your program.
- 4) Please provide details regarding any past complaints, pending litigation, or recent decisions and settlements against your organization or employees. (Include information on both criminal and civil suits)

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

**E. REPORTING**

- 1) Please confirm you will provide utilization reporting no less than quarterly.
- 2) How do you measure utilization %?
- 3) Please confirm if your reporting includes breakouts on the following:
  - A. Type of Service Accessed (Face to Face Counseling, Financial, Legal, Other)
  - B. Critical Incidents, incl. debriefing
  - C. Training Sessions Held/Hours Used
  - D. Cases Opened/Closed
  - E. Referrals to outside resources, e.g. health plan
  - F. Referral Source
  - G. Relationship (EE, Spouse, Dependent Child/Grandchild, Other)
  - H. Gender
  - I. Age Group (0-12, 13-19, 20-29 etc in 10 year increments)
  - J. Job Category (Administration,
  - K. Tenure
  - L. Primary Presenting issue
  - M. Consultation Type (Face to Face, Telephone, Video, Supervisor/Mgmt Consult,
  - N. Legal Services and Type
  - O. Financial Services and Type
- 4) Are you able to modify your standard reporting? If so, what is the cost?

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022**F. SCOPE OF SERVICES**

Please complete the Scope of Services table below, noting any deviations from the current coverages as necessary.

	Current \$0 Cost unless otherwise indicated	Deviation
<b>4 Session Rate</b>		
<b>3 Session Rate</b>		
<b>Other Program Rate (if applicable)</b>		
<b>EAP Benefit</b>		
<input type="checkbox"/> Face-to-Face	3 or 4 sessions per incident, per person, per year	
<input type="checkbox"/> Telephonic	Unlimited	
<input type="checkbox"/> Issue Type	Work/life balance, stress, anxiety, depression, family, legal or financial concerns	
<input type="checkbox"/> Employee Cost	\$0	
<b>Additional Services</b>		
Work/Life Solutions	Assistance locating child/elder care, hiring contractors, and planning events	
<input type="checkbox"/> Legal	Initial 30 minute face-to-face Unlimited telephonic Simple will preparation	
<input type="checkbox"/> Financial	Unlimited telephonic	
Training Hours Bank at no cost	30	
<input type="checkbox"/> Employee Orientations	included in Training Bank	
<input type="checkbox"/> Supervisor Orientations	included in Training Bank	
<input type="checkbox"/> Personal Development Workshops	included in Training Bank	
<input type="checkbox"/> Health/Enrollment Fair	included in Training Bank	
Training/Workshops above bank	\$150/hr + travel	
Advance Scheduling Requirement	30 days	
<b>On-Site Critical Incident Response</b>		
<input type="checkbox"/> Included Hours	5	
<input type="checkbox"/> Cost per excess Hour	\$225/hr + Travel	
<b>Substance Abuse Case Management</b>	\$350 - \$850 per case	
<b>Management Referrals</b>	Unlimited, no cost	
<b>Management/HR Consult</b>	Unlimited	
<b>DOT Supervisor Training</b>	\$250/hr + travel	
<b>DOT Employee Training</b>	\$250/hr + travel	

**Due: 2:00 P.M., June 2<sup>nd</sup>, 2022**

- 1) List any costs for items that are not included in the above EAP pricing  
(i.e. Start-up/Implementation fees, Materials, Training, CISD, Wellness Seminars, etc.):

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

### **Evaluation Criteria and Factors**

Award of contract shall be made to the most reasonable, responsive offeror whose proposal is determined to be the best value offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

### **BUSINESS INFORMATION**

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact person for Correspondence including contract awards and renewals: \_\_\_\_\_

Business Web Address:  
\_\_\_\_\_

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

## ACKNOWLEDGEMENT

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The undersigned, by signature, represents their authorization to bind the bidder to fully comply with the terms and conditions and all forms and attachments of this contract.

Person authorized to sign bids, offers and contracts:

Authorized Agents Name (Please print):

Title:

(Authorized Agents Original Signature)

(Date)

## BUSINESS REFERENCES

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Proposer is to submit three (3) references that have contracted with the Proposer's company to provide like products and/or services. It is recommended that the Vendor show school districts or other local government organizations equal to CCISD in size and structure, if possible. To expedite the evaluation process, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for proposal disqualification. References provided will be checked at the sole discretion of the District. Final evaluation results will be determined based on the information provided by the references and will be in the best interest of the District

1. Business Name:

Contact:

Phone:

Email:

Description of Project or Work:

2. Business Name:

Contact:

Phone:

Email:



Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

Description of Project or Work:

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3. Business Name:

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Contact:

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Phone:

Email:

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## HB 1295

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### Certificate of Interested Parties Information

**Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, notarized, and attached to vendor's response to this solicitation.**

Clear Creek ISD ("CCISD") is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits CCISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to CCISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with CCISD by attaching the completed form to the vendor's solicitation response.

CCISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract. After CCISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from CCISD.

**As a "business entity," all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.**

**"Interested Party"** means:

- (1) A person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or
- (2) A person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

**"Controlling Party"** means:

**Due: 2:00 P.M., June 2<sup>nd</sup>, 2022**

1. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10%;
2. membership of the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members;
3. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

***“Intermediary”*** means:

“A person who actively participates in the facilitation of the contract negotiating the contract, including a broker, adviser, attorney, or representative of agent for the business entity who:

1. receives compensation from the business entity for the person’s participation;
2. communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3. is not an employee of the business entity.

(Sample)

Due: 2:00 P.M., June 2<sup>nd</sup>, 2022

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																			
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.		<b>OFFICE USE ONLY</b>																			
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.																					
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																					
<b>3</b> 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.																					
<b>4</b> Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 50%; border-bottom: 1px solid black;">Controlling</td> <td style="text-align: center; width: 50%; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>		Controlling	Intermediary																
Controlling	Intermediary																				
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>																					
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>																					
<div style="text-align: right; margin-bottom: 10px;">           _____            Signature of authorized agent of contracting business entity         </div> <div style="margin-bottom: 10px;">           AFFIX NOTARY STAMP / SEAL ABOVE         </div> <div style="margin-bottom: 10px;">           Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.         </div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> <span>Signature of officer administering oath</span> <span>Printed name of officer administering oath</span> <span>Title of officer administering oath</span> </div>																					
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																					

# **CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

## **OFFICE USE ONLY**

Date Received

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date