

## ENNIS INDEPENDENT SCHOOL DISTRICT

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To: Prospective Vendors:

RFP: 83120 – Ennis ISD As Needed Vendor

To be an approved vendor and to keep our approved vendors updated in our system for the Ennis Independent School District we need for your company to respond to this request. Please complete and return all required forms. The forms can be emailed to [brenda.martinek@ennis.k12.tx.us](mailto:brenda.martinek@ennis.k12.tx.us) or mailed to: Ennis ISD Attn: Brenda Martinek, Purchasing, P.O. Box 1420, Ennis, Texas 75120.

This is an as needed service/supplier type contract for all EISD campuses and departments. The contract period will be effective from August 1, 2017 through August 31, 2020.

This is not an exclusive contract. Multiple awards are anticipated. All references in this document to the term “contract” shall be understood as non-exclusive. The district seeks to accept all responsible vendors on an equal basis, thus allowing EISD’s campus, activities or departments to choose the vendor that best meets their needs based on factors including, but not limited to, price, availability and delivery. Vendors responding will be identified as “Approved Vendors” with Ennis ISD.

Any questions please contact: Brenda Martinek at 972-872-7014 or  
Email: [brenda.martinek@ennis.k12.tx.us](mailto:brenda.martinek@ennis.k12.tx.us).

Thank you for your response and we look forward to working with you in the upcoming school year.

# ENNIS INDEPENDENT SCHOOL DISTRICT

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## **Forms to Be Returned:**

- 1) Supplier Application Form
- 2) W-9 Form
- 3) Felony Conviction Form
- 4) Conflict of Interest Form
- 5) Interlocal Agreement Form (EPCNT-Educational Purchasing Cooperative of North Texas)
- 6) Certificate of Liability Insurance
- 7) Not Boycott Israel Form
- 8) Prohibition on Contracts with Certain Companies Form

# ENNIS INDEPENDENT SCHOOL DISTRICT

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## Ennis Independent School District Supplier Application Form

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

**Description of Goods/Services Provided** \_\_\_\_\_

\_\_\_\_\_

**Please list inter-local agreements and cooperative memberships (if any) in which your company participates:**

\_\_\_\_\_

\_\_\_\_\_

**Purchase Order Address:**

Contact: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Remit to Address:** (if different from above):

Contact: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

# ENNIS INDEPENDENT SCHOOL DISTRICT

<b>Form W-9</b> <small>(Rev. December 2014) Department of the Treasury Internal Revenue Service</small>		<b>Request for Taxpayer Identification Number and Certification</b>		<b>Give Form to the requester. Do not send to the IRS.</b>																																												
<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																															
	<b>2</b> Business name/disregarded entity name, if different from above																																															
	<b>3</b> Check appropriate box for federal tax classification; check only one of the following seven boxes: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____</div><div><input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</div></div>			<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																												
	<b>5</b> Address (number, street, and apt. or suite no.)		Requester's name and address (optional)																																													
	<b>6</b> City, state, and ZIP code																																															
	<b>7</b> List account number(s) here (optional)																																															
	<b>Part I Taxpayer Identification Number (TIN)</b>																																															
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 <i>How to get a TIN</i> on page 3. <b>Note.</b> 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.																																																
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="9" style="text-align: center;">OR</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr></table>				Social security number																		OR									Employer identification number																	
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Employer identification number																																																
<b>Part II Certification</b>																																																
Under penalties of perjury, I certify that:																																																
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																
3. I am a U.S. citizen or other U.S. person (defined below); and																																																
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																
<b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																
<b>Sign Here</b>		<b>Date ▶</b>																																														
Signature of U.S. person ▶ _____		_____																																														
<b>General Instructions</b>																																																
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 we release it) is at <a href="http://www.irs.gov/w9">www.irs.gov/w9</a> .																																																
<b>Purpose of Form</b>																																																
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																
<ul style="list-style-type: none"><li>• Form 1099-INT (interest earned or paid)</li><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li></ul>																																																
<ul style="list-style-type: none"><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul>																																																
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.																																																
By signing the filled-out form, you:																																																
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).																																																
2. Certify that you are not subject to backup withholding, or																																																
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and																																																
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																

# ENNIS INDEPENDENT SCHOOL DISTRICT

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## **FELONY CONVICTION NOTIFICATION**

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State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1) 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 the services performed before the termination of the contract.”

### **This Notice is Not Required of 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.

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

Authorized Official Name (Printed): \_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_

- B. My firm is not owned or operated by anyone who has been convicted of a felony:

Signature of Company Official: \_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_

# ENNIS INDEPENDENT SCHOOL DISTRICT

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>		<p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>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.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Date</p>		



# ENNIS INDEPENDENT SCHOOL DISTRICT

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## INTERLOCAL AGREEMENT FORM

Several governmental entities around the Ennis ISD have indicated an interest in being included in this contract. Should these government entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications and pricing would apply?

Yes \_\_\_\_\_

No \_\_\_\_\_

If you (the vendor) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with Ennis ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Ennis ISD will be billed directly to that governmental entity and paid by that government entity. Ennis ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own materials/services as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com>

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

Signature of Authorized Company Official: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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

# ENNIS INDEPENDENT SCHOOL DISTRICT

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## Certificate of Liability

**The Ennis ISD District Policy requires any individual or company who provide on-site repair at any Ennis ISD facility to provide the following insurance:**

- 1. Certificate of Insurance for Commercial General Liability with a \$1,000,000. Per occurrence/\$2,000,000. Aggregate.**
2. Workers' Compensation with statutory limits. The District prefers all vendors to carry this coverage.  
However, if unable to provide the Workers' Compensation coverage, a waiver must be completed, signed, and returned to the Business Office in lieu of this coverage. A blank copy of this waiver is enclosed for your signature on the highlighted areas to show you do not have Workers' Compensation coverage for our files.

On the Certificate of Liability Insurance form, Ennis ISD must be indicated as an additional insured on the certificate. This certificate must be on file before any work occurs. This would include **on-site** service for all labor, repairs on equipment/buildings, installation work, etc.

Please forward a copy of this certificate to one of the following: mail, or e-mail,

Ennis Independent School District

Attn: Brenda Martinek, Business Office

P.O. Box 1420

Ennis, TX 75120

brenda.martinek@ennis.k12.tx.us

If you have any questions, please contact Brenda Martinek at 972-872-7014. We thank you for your cooperation.



# ENNIS INDEPENDENT SCHOOL DISTRICT

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## Not Boycott Israel

Under the provisions of Subtitle F, Title 10, Government Code 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of any contract with Ennis ISD Pursuant to Section 2270.001, Texas Government Code:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise specifically with Israel, or with a person or entity doing business in Israel or in an Israeli—controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

My company does not boycott Israel.

\_\_\_\_\_ Agree                      \_\_\_\_\_ Do Not Agree

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

# ENNIS INDEPENDENT SCHOOL DISTRICT

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## Prohibition on Contracts with Certain Companies

Section 2252.151. Definitions. In this subchapter:

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designed as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.
- (4) "Governmental entity" has the meaning assigned by Section 2252.001. Section 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153 LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. SECTION 2. Subchapter F, Subchapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

DO YOU OR YOUR COMPANY ENGAGE IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION?

\_\_\_\_\_Yes

\_\_\_\_\_No

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

# ENNIS INDEPENDENT SCHOOL DISTRICT

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## **GENERAL CONDITIONS**

**District:** The District shall mean the Ennis Independent School District.

**Shipping Costs/Damages:** All prices shall be F.O.B. Destination and shall include all delivery and packaging costs. The District assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement item(s) as soon as possible upon notification by the District of damage.

**Product Guarantees:** The vendor guarantees that all equipment or product(s) offered will meet or exceed the specifications identified in this proposal invitation. The vendor shall, upon request, replace any equipment or product(s) proved to be defective, and shall make any and all adjustments necessary at no expense to the District. If at any time, the equipment or product(s) cannot satisfactorily meet the specifications identified in this invitation, the vendor shall, upon written request from the District, remove such equipment or product(s) without further expense to the District.

**Authorized Signature:** Forms must show the vendor's name and address, and must be manually signed. By signing and executing the forms, the vendor certifies and represents to the District that the vendor has not offered, conferred or agreed to confer, any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote, or any other exercise or discretion concerning this packet.

**Invoices:** Invoices shall be submitted by the successful vendor to:

**Ennis ISD Business Office**

**Accounts Payable**

**P.O. Box 1420**

**Ennis, Texas 75120**

**Cash Discounts:** Any discounts available to the District for early and/or prompt payment shall be noted in the proposal. Discounts may be considered in determining the best proposal.

**Taxes:** The District is exempt from Federal Excise Tax, State Sales Tax, and Transportation taxes. Vendors shall not include tax on their invoices. Tax exemption information will be furnished by the District upon request.

**Insurance:** Workers' Compensation or other insurance is required by the District for proposed item(s), proof of such insurance needs to be submitted with the forms. The District reserves the right to review all insurance policies pertaining to the proposal to guarantee that such coverage meets the requirements set forth in the specifications.

## ENNIS INDEPENDENT SCHOOL DISTRICT

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**Warranties/Maintenance Agreements:** Information regarding warranties and/or maintenance agreements pertaining to proposed item(s) shall be included.

**Delivery Promise/Penalties:** Invoices/Estimates/Quotes shall show the number of calendar days required to complete delivery of the materials to the District under normal conditions. Failure to specify delivery time will obligate the vendor to complete delivery of the materials in two weeks. Delivery times may be used to award contract. Consistent failure of a vendor to meet delivery promises without a valid reason may cause the vendor's removal from the vendor list. Whenever possible, the vendor shall give prior notice of delivery delays to the District, which shall have the right to extend the delivery date if the reasons for the delay are acceptable. Default on promised delivery dates without acceptable reasons, or failure to meet specifications, authorizes the District to purchase the specified goods elsewhere and charge any increases in cost and handling to the defaulting vendor. The District will make every effort to purchase the goods at the same or better price than originally contracted.

**Packaging:** Unless otherwise indicated, all items will be unused and in first class condition, and shall be packaged in containers suitable for damage-free shipment.

**Delivery Times and Locations:** Deliveries will be accepted during normal working hours: 8:00 AM to 4:00 PM, Monday through Friday, except on school holidays, at designated locations shown on the purchase order.

**Patent Rights:** The vendor agrees to protect the District from any claims involving patent right infringement or copyrights on goods supplied.

All District property and facilities are "drug free zones." No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on District property. Smoking is not allowed on District property. The proposing company and its employees shall adhere to this policy.

**Notification of Criminal History:** A person or business entity that enters into a contract with the 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.