REQUEST FOR PROPOSALS # 180

Blinn College invites qualified firms/individuals to submit Proposals for:

Online Proctoring Services

Proposals will close on:

June 24, 2021 @ 2:00 PM CDT

Sealed Proposals must be submitted to the following location with the proposal # in the lower left corner of the envelope. Faxed and e mailed proposals will not be accepted.

Mail Proposals to: Deliver Proposals to:
Blinn College Purchasing Blinn College Purchasing
902 College Avenue 902 College Avenue – Classroom Building Room 17
Brenham, Texas 77833 Brenham, Texas 77833

RFP# 180 Online Proctoring Services

Proposals that arrive after the closing date and time will be rejected. Proposals will be read aloud at the above referenced closing. All vendors are invited to attend the closing. Time/date stamp clock in the Purchasing Department shall be the official time of receipt. Responses received in the Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable. Mailing of a Proposal does not ensure that the Proposal will be delivered on time or delivered at all. The proposer (not the college mail system) is solely responsible for ensuring the proposal is received prior to the bid opening. Delivery at any other campus location or any other department is unacceptable.

Blinn reserves the right to reject any and/or all Proposals, to award contracts as may appear advantageous to Blinn, and to waive all formalities in offering.

Ross Schroeder – Director of Purchasing
PURPOSE
Blinn College, the Junior College District of Washington County, is receiving proposals for Online Proctoring Services.

The specifications attached to these instructions to vendors establish a standard of quality desired by the District. Any reference to a specific brand or model is for quality standard only. Any vendor may submit their proposal on any brand / model, of equal or greater quality that complies with the specifications. Blinn reserves the right to make its selections of materials purchased, based on its best judgment as to which articles substantially comply with the strength and quality required by the specifications.

OPEN RECORDS
It is understood by submitting a proposal to Blinn College, the document becomes part of an open record. Any request for your proposal through the open records act will be honored. Copies of your proposal will be supplied to the requesting party.

RFP SCHEDULE:

<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 25, 2021</td>
<td>Advertisement</td>
</tr>
<tr>
<td>June 1, 2021</td>
<td>Advertisement</td>
</tr>
<tr>
<td>June 24, 2021</td>
<td>Deadline for Submission, RFP #180</td>
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<tr>
<td></td>
<td>Blinn College Purchasing</td>
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<tr>
<td></td>
<td>Attn: Mr. Ross Schroeder, Director of Purchasing</td>
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<td></td>
<td>902 College Avenue – Classroom Building Room 17</td>
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<tr>
<td></td>
<td>Brenham, Texas 7783</td>
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<tr>
<td>July 15, 2021</td>
<td>Finalists Announced</td>
</tr>
<tr>
<td>Fall 2021 Semester</td>
<td>Pilots from Finalists</td>
</tr>
<tr>
<td>November 5, 2021</td>
<td>Selection and Notification of Chosen Firm.</td>
</tr>
</tbody>
</table>

Blinn College is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin, age, disability, veteran’s status or any other legally protected status in employment.
SPECIFICATIONS

This request is for an automated test proctoring and student authentication system that can be utilized for an unlimited number of tests in online and blended (hybrid) classes throughout the Blinn College District. Please note that the District utilizes Desire2Learn’s Brightspace learning management system. A vendor whose products do not work with tests accessed through the Content tab in Brightspace will not be considered.

INFORMATION/ REQUIREMENTS/ PROCESS

1. RESPONSE FORMAT: Please provide a bound and tabbed response as well as an electronic version that can be easily distributed to the search committee members in the order listed below:

   Tab 1. Letter of Interest
   Tab 2. Proposal Price – Please note that the District is interested in a fixed price of the product/service that covers unlimited use by all of the students registered for online and blended classes throughout the entire year.
   Tab 3. Reputation of the Supplier and its product/services.
   Tab 4. Scope of work provided to the District.
   Tab 5. Extent to which the product/services meet the District’s needs.
   Tab 6. Supplier’s past relationship with the District.
   Tab 7. Long term costs to the District to acquire the supplier’s products & services.
   Tab 8. Other relevant factors or features of the product/services.
   Tab 9. Forms required by the District.

2. EVALUATION CRITERIA

Each proposal will be evaluated based upon the following criteria:

<table>
<thead>
<tr>
<th>Tab</th>
<th>Description</th>
<th>Weight</th>
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</thead>
<tbody>
<tr>
<td>Tab 2</td>
<td>Proposal Price</td>
<td>10%</td>
</tr>
<tr>
<td>Tab 3</td>
<td>Reputation of the supplier, their products, and their services</td>
<td>5%</td>
</tr>
<tr>
<td>Tab 4</td>
<td>Scope of work provided to the District</td>
<td>15%</td>
</tr>
<tr>
<td>Tab 5</td>
<td>Extent to which the products/services meet the District’s needs</td>
<td>45%</td>
</tr>
<tr>
<td>Tab 6</td>
<td>Supplier’s past relationship with the District</td>
<td>5%</td>
</tr>
<tr>
<td>Tab 7</td>
<td>Long term costs to the District to acquire the supplier’s products &amp; services</td>
<td>10%</td>
</tr>
<tr>
<td>Tab 9</td>
<td>Other relevant factors or features of the product/services</td>
<td>10%</td>
</tr>
</tbody>
</table>

Total 100%

Finalists will be asked to present and demonstrate their products to the search committee and other interested parties at the District. Ideally, the presentations will be through recorded video conferencing software so that individuals at multiple campuses will be able to participate.
3. DESCRIPTION OF TABS.

Tab 1 – LETTER OF INTEREST

Use a cover letter that depicts the company’s qualifications, experience, and capabilities to serve the Blinn College District. Describe why the supplier believes they should be selected. The Cover Letter is limited to a maximum of two (2) pages on the company’s letterhead.

Tab 2 – PROPOSAL PRICE (10%)

Proposal prices are evaluated for completeness, reasonableness, and continuing annual costs after the initial agreement. After the proposals are evaluated, only those deemed acceptable will be assigned points as follows:
   a. The total lowest qualified price proposal will receive the most points.
   b. All other price proposals will be compared to the lowest qualified price, as determined in the previous paragraph, and evaluation points calculated by the percentage more expensive than the least expensive compliant solution.

NOTE: The District is not required to award to the lowest proposer.

Tab 3 – REPUTATION OF THE SUPPLIER, THEIR PRODUCTS AND SERVICES (5%)

   a. Suppliers must provide a minimum of three (3) contracts the Offeror may have had during the last two (2) years that relate to the Offeror’s ability to perform the services requested in this RFP. List reference by company, contract reference numbers, contract period of performance, and include the contact person’s name, address, telephone numbers, and e-mail address.
   b. Brief description of the project that highlights the scope of work and value similarities.
   c. The Offeror must grant permission for the Blinn College District to contact the references.

NOTE: Blinn College cannot be used as one of the references.

Tab 4 – SCOPE OF WORK PROVIDED TO THE DISTRICT (15%)

This section establishes the scope of work to be performed:
   a. Submission requirements and deployment capability.
   b. Adequate documentation for the evaluation committee to determine if the supplier meets the requirements of this RFP and if the supplier has the capabilities to perform if awarded the RFP.

Tab 5 – EXTENT TO WHICH THE PRODUCTS/SERVICES MEET THE DISTRICT’S NEEDS (45%)

   a. Provide demonstrated experience that supports your company’s ability to perform the services identified in the goals and intent of this RFP. State any other experience that indicates the qualifications of your company for the performance of the services as requested in this RFP.
   b. Level of Section 508 accessibility and disability-related accommodations managed by your solution.
   c. Provide name, title, telephone number, and email address of the individual who would have primary responsibility for the potential project resulting from this RFP.
   d. Responsibilities and qualifications of the individuals who will have primary responsibilities for the potential project resulting from this RFP.
   e. Provide demonstrated experience of how your solution integrates with D2L Brightspace, as well as other top ranked LMSs.
f. Provide demonstrated experience of the methods of student authentication and authorization used prior to starting an automated test.

g. Provide demonstrated experience of how your solution notifies the faculty of suspicious activity and illicit activity. Also provide methods of evidence your solution collects for suspicious or illicit activities, such as recorded audio/video, transcripts, screen captures, etc.

h. Provide demonstrated experience of how your solution proctors third-party exams, such as publisher exams.

i. Describe in detail how your solution behaves when students are out of view of the camera; other individuals enter the room; extraneous audio is detected; students’ Internet connections are dropped; scratch paper, books, and calculators are allowed; students disconnect their cameras; and any other situation you feel is relevant to this Tab.

j. Provide a list of Help Desk services your company provides to the College District, Blinn College software administrators, faculty, and students.

k. Describe the reporting and analytical capabilities of your solution.

l. Describe in detail the administrative abilities Blinn College personnel have over the settings, features, and reporting of your solution.

m. Has your company had a contract terminated for default in the last four (4) years? Termination for default is defined as notice to stop performance due to the Offeror’s non-performance or poor performance or if the issue or performance was either not litigated due to inaction on part of the proposer; or litigated and such litigation determined that the proposer was in default. Note if no such termination for default has been experienced by the Offeror in the past four (4) years. If there has been a default, submit full details of their terms for default including the other parties’ name, address, and telephone number. Present the Offeror’s position on the matter. The District will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

n. Address the proposal requirements.

Tab 6 – SUPPLIER’S PAST RELATIONSHIP WITH THE DISTRICT (5%)

Describe past work experience with the District.

Tab 7 – LONG TERM COSTS TO THE DISTRICT TO ACQUIRE PRODUCT/SERVICES (10%)

Provide detailed costs of your products and services that are included in your proposal. Differentiate one-time costs from ongoing costs. Describe how your solution will not cause the District to invest more into the products and services at a later date and after the first agreement.

Tab 8 – OTHER RELEVANT FACTORS OR FEATURES OF THE PRODUCT/SERVICE (10%)

Include any additional information or documents that address:

a. Additional features and functionality that are beyond those expressed as requirements in the RFP.

b. Emerging technology that the company plans to introduce in the near future.

The sealed proposal must include one (1) bound original, two (2) hard-copies, and two (2) electronic copies of your original proposal in PDF format on a PC compatible flash drive. All materials submitted, including the flash drive, must be clearly identified with the company’s name.

Tab 9 – FORMS REQUIRED BY THE COLLEGE.
TERMS, CONDITIONS AND AGREEMENTS

1.000 ANNULMENTS AND RESERVATIONS:
1.001 Blinn College reserves the right to reject any and all proposals and waive any and all formalities and conditions. The College reserves the right to retain all proposals received for 30 days prior to taking any action and vendors shall not withdraw their proposal at any time thereafter. Blinn College shall accept the proposal determined by the College to be in its best interest. It is not the intent of any condition or specification in the RFP to prohibit any responsible vendor from submitting a proposal.

1.002 This Request for Proposal is not construed as a CONTRACT or a COMMITMENT of any kind. The request for proposal does not commit Blinn College to pay for any costs incurred in the preparation and submission of specifications or for any costs incurred prior to the execution of a final offer.

1.003 Blinn is not obligated to purchase any item or service, if funds are not allocated by the Grant, legislative session or the Board of Trustees.

2.000 VENDOR’S OBLIGATIONS:
2.001 Substitutions will not be allowed after a proposal has been submitted for review and will not be delivered instead of the item proposal, unless the item is of a higher quality than the item specified and approved by the Director of Purchasing.

2.002 Any item that does not perform or meet the specifications or warranty, or as claimed by the vendor, will be replaced at no cost to the College.

2.003 Any specification a vendor may not agree with must be submitted in writing to the Purchasing Office four (4) days in advance of the proposal closing date.

2.004 Prompt payment discounts shall be listed on the proposal form.

2.005 In proposing, give complete information in spaces provided; otherwise your proposal offer may not be given consideration. All proposal offers must be signed to be considered.

3.000 AWARD DETERMINATION / OBLIGATIONS BY THE COLLEGE:
3.001 Blinn College will award this service to the vendor providing the best value as it deems to be in the best interest of the college.

3.002 In determining to whom to award a contract, the district shall consider:
A. the price(s) proposal.
B. the quality of the vendor’s goods or services.
C. delivery of services in a timely manner.
D. the reputation of the vendor and of the vendor’s goods or warranty services.
E. the extent to which the goods or services meet the district’s needs.
F. the vendor’s past relationship with the district.
G. the total long-term cost to the district to acquire the vendor’s goods or services; and
H. any other relevant factor that a private business entity would consider in selecting a vendor.

3.003 The College may make such investigations, as it deems necessary, to determine the ability of the vendor to provide satisfactory performance in accordance with the specifications. The vendor shall furnish to the College all such information and data for this purpose as the College may request.
4.000 **INTERPRETATIONS OF THE SPECIFICATIONS:**

4.001 Only the interpretation or correction so given by the College, in writing, shall be binding and prospective vendors are advised that no other source, outside of the college, is authorized to give information concerning, explain or interpret, the proposal document.

4.002 Every request for such interpretation or correction must be in writing to the Director or Purchasing. All such interpretation and supplemental instructions will be in the form of written addenda to the proposal documents prior to the proposal opening. Your questions concerning the proposal specifications must be submitted in writing. We will return a written answer to your company.

5.000 **DELIVERY:**

5.001 Delivery of equipment and services must be made by the successful vendor to:

Blinn College  
902 College Avenue  
Brenham, Texas 77833

5.002 No allowance for loss, breakage, damage or difficulties shall be made.

6.000 **BILLING AND PAYMENT/DISCOUNTING:**

6.001 All invoices are to be submitted and mailed to:

Blinn College  
902 College Avenue  
Brenham, Texas 77833

6.002 Unless otherwise stated on the purchase order, payment will be net thirty (30) days after receipt of a correct invoice. If a cash discount is allowed for prompt payment, please indicate on the invoice. Partial payments may be paid if partial shipments have been made. Any penalty for delayed payment must be stated on the invoice.

7.000 **TAX EXEMPTIONS:**

7.001 Prices Proposed SHALL NOT INCLUDE FEDERAL EXCISE OR STATE SALES AND USE TAXES as the COLLEGE is exempt from the payment of these taxes. Exemption Certificates for the Federal Excise Tax and State of Texas Sales Tax will be furnished upon request.

8.000 **PRICE QUOTATIONS:**

8.001 Lump sum price. The unit price shall include all costs of labor, profit, insurance, FOB freight, etc to make operational and cover all work outlined in the specifications of this project.

8.002 Proposals must be submitted on the forms provided to insure complete uniformity of wording of all Proposals. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

9.000 **RIGHT OF VENDOR SELECTION:**

9.001 You are notified that although the College is required to submit purchases of all contracts of $50,000 to competitive bidding, it is not required to accept the lowest proposal. In such purchasing the lowest proposal may be rejected if the College, in the exercise of its best judgment, feels that the proposal of one other than the low proposer will best serve the interest of the College.

9.002 Blinn College reserves the right to accept or reject any or all proposals in its entirety and/or waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer’s silence imply
any acceptance or rejection of any quotation offer.

10.000 REFERENCES:
10.001 Please provide educational references in addition to non-educational references.

11.000 CONFLICT OF INTEREST:
11.001 No public official shall have interest in this contract, in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171 and Chapter 176.

12.000 ETHICS:
12.001 The vendor shall not accept or propose gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Blinn.

12.002 House Bill 1295

Effective January 1, 2016, Blinn College shall comply with the “Disclosure of Interested Parties” requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, contracts for goods or services which require an action vote by Blinn’s governing body may not be executed by the college until the awarded vendor presents a signed and notarized form disclosing the interested parties to the contract. The awarded vendor will be required to complete the form prior to execution of the contract. If the awarded vendor does not comply, the award may be revoked. The filing application and information can be accessed at:


13.000 STATE LAW REQUIREMENTS:
13.001 This agreement will be governed and construed according to the laws of the State of Texas.

VENUE The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise shall be in “Washington County”, Texas

13.002 All equipment and services furnished under this contract shall comply with applicable laws, ordinances and regulations. The proposer shall give all notices and comply with all laws, ordinances, rules and regulations, and without such notice to the authorized Owner’s representative, the proposer shall bear all costs arising there from.

13.003 On May 30, 1995, Governor, George Bush, signed Senate Bill 1. It became effective on the day he signed it. The following is a requirement included in this law. It is mandatory that the College must include this in all Proposals. Each vendor must respond to this section of the law.

Section 44.034 TEC. Notification of Criminal History of Contractor. (This section does not apply to a publicly held corporation).

(a) 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 school district must have advance notice that a person, 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.

(b) 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.
State of Texas Government Code Chapter 176 –

Vendors submitting a response to a Blinn College RFB/RFP are responsible for complying with all applicable laws, ordinances and regulations including the provisions of the State of Texas Government Code Chapter 176. As applicable, the person submitting a response to a RFB/RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. This form is to be included with your proposal. A copy of the CIQ form can be found at the Texas Ethics Commission Web site.

UNIFORM & COMMERCIAL CODE:

This writing and subsequent interview information given and forward to the College shall be a sole and final expression of the agreement between the College and the vendor, and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling.

This agreement shall be governed by the laws of the State of Texas. By submitting a signed proposal, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, and certifies that the company complies with equal employment opportunity regulations.

ENTIRE AGREEMENT

This proposal document, the authorized purchase order, and/or a signed contract constitute the entire agreement. No other document will prevail.

CANCELLATION

Blinn College shall have the right to cancel for default all or any part of the undelivered portion of this contract if the Awarded Vendor breaches any of the terms hereof including warranties as proposal or if the Awarded Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Blinn College may have in law or equity.

WHERE TO ADDRESS QUESTIONS

Proposal questions should be referred to:

Ross Schroeder, Director of Purchasing
Blinn College
902 College Ave
Brenham, TX 77833
(979) 830 4118
e-mail: ross.schroeder@blinn.edu
VENDOR STATEMENT
MUST BE SIGNED & RETURNED WITH THE PROPOSAL

Date ______________________

Blinn College
902 College Avenue
Brenham, Texas 77833

Having carefully examined the specifications and conditions prepared by the Purchasing Office, Blinn College and agreeing to conform to conditions set out in the contract, we, the undersigned, propose to furnish Online Proctoring Services.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned or by any employee or agent to any College employee, board member, or other person engaged in this type of business prior to the official acceptance of this proposal.

1. In the event the undersigned vendor intends to deviate from the proposal, condition, or specifications contrary to those listed in the “specifications”, “Standard Terms and Conditions”, “Instructions” and other information attached hereto, all such deviations must be attached along with complete and detailed conditions and information.

2. All proposer must complete this page, sign, and return the sealed proposal. If the page is not signed the proposal may be considered Non-Responsive.

3. Our proposal is submitted with (check appropriately): _____ No Deviations _____ Yes Deviations

Name of Firm ________________________________________

Agent/Title/Official Position ________________________________________

Signature of Company Official Authorizing the Proposal ________________

Company Official Printed Name ________________________________________
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 College must give advance notice to the College 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.

(I) (We), 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 PRINTED NAME: ________________________________

Title: ____________________________________________

Check the appropriate box and sign the form.

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

AUTHORIZED SIGNATURE: ________________________________

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

AUTHORIZED SIGNATURE: ________________________________

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

Name of Felony: ________________________________

Details of Conviction(s) ________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

AUTHORIZED SIGNATURE: ________________________________
1. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment or an offer of employment in connection with or arising from this RFP or subsequent contract.

2. Persons submitting a response to this RFP must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas “Local Government Code Chapter 176. As applicable, the person submitting a response to this RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. A copy of the form can be found below or at the Texas Ethics Commission web site http://www.ethics.state.tx.us/forms/CIQ.pdf

3. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a “Resident” vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in the State of Texas:

   Location of Principal Place of Business (City / State) and or Number of employees based in Texas:
   Address__________________________

   Or, Number of Employees that reside in Texas:______________________

4. **Debarment Certification:** Vendor certifies neither the owner or principal owner has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 “Debarment and Suspension” as described in the Federal Register and Rules and Regulations:

   ___ No, Vendor is not currently debarred, suspended or otherwise ineligible.
   ___ Yes, Vendor is currently debarred, suspended or otherwise ineligible.

5. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.

6. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Vendor certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**VENDOR CERTIFICATION.** The undersigned, on behalf of Vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project, and is in all respects fair and without collusion, fraud or unlawful acts.

It is further certified that the person whose signature appears below is legally empowered to bind the Company in whose name the proposal is entered.

Submitted this _______ day of ______________, 2017 by and for the Company identified as follows:

Signature:____________________________________________________

Printed Name:_______________________________________________
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

1. Name of vendor who has a business relationship with local governmental entity.

2. □ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3. Name of local government officer about whom the information is being disclosed.

   Name of Officer

4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

      □ Yes □ No

   B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

      □ Yes □ No

5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6. □ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7. Signature of vendor doing business with the governmental entity

   Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):
(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:
(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor;
(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:
(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) a family relationship with a local government officer.
## REFERENCE SHEET

**PLEASE TYPE OR ATTACH YOUR REFERENCE LIST HERE:** (Remember to include any educational entities you have done business with)

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<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
<th>E-mail Address</th>
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