

BOERNE INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
235 Johns Road  
Boerne, Texas 78006

**RFP #20-004**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**Medical and PPE Supplies, Materials & Equipment**

John Benavidez  
BISD Purchasing Department  
Phone: (830) 357-2026  
URL: [www.boerneisd.net](http://www.boerneisd.net)  
Email: [john.benavidez@boerneisd.net](mailto:john.benavidez@boerneisd.net)

**Sealed Proposal Submittal Deadline**  
**July 28, 2020 by 2 p.m.**





# Boerne Independent School District (BISD) Solicitation

Solicitation # **20-004**

Due Date: **July 28, 2020**

**DUE NO LATER THAN 2:00 PM (CST)  
LATE BIDS WILL NOT BE ACCEPTED**

## **Request for Proposal (RFP): Medical and PPE Supplies, Materials, and Equipment**

Boerne Independent School District is receiving sealed proposals for Medical and PPE Supplies, Materials, and Equipment, RFP# 20-004, as per the attached specifications. **Sealed Proposals will be accepted in the Business Office: 235 Johns Road, Boerne, TX 78006 or through online submission at BISD Purchasing web page <https://www.boerneisd.net/Page/3074> until 2:00 pm, Tuesday, July 28, 2020. This will be a Multi-Award RFP.**

It is not the policy of Boerne Independent School District to purchase on the basis of low proposal alone; “Best Value” being the controlling factor. The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code 44.031(b).

All proposals shall include the cost of transportation to schools within Boerne Independent School District, Boerne, Texas. Any exceptions to or deviations from these conditions must be stated in writing at the time of the proposal opening.

Vendors must fill in all blank columns on items being proposed such as Vendors Brand Name and Number, Unit Price. The above information must be clear and concise. **This proposal form must be used, and all proposals are to be signed. Failure to follow these instructions could be cause for the proposal not to be accepted.**

### **QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS CALL:**

**John Benavidez  
Purchasing Director  
830-357-2026**

**To ensure proper receipt of bid response, please include Company Name, Bid Number, and Bid Name on outside of the delivery envelope or package.**

This Bid is a firm offer which shall be irrevocable and open for acceptance for \_\_\_\_\_ calendar days (60 calendar days unless otherwise specified) from the day set for submission of bids (30-day minimum is usually required for School Board Approval).

### **DISTRICT PROFILE**

Boerne Independent School District is a rural district located in the scenic Texas Hill Country 30 miles north of San Antonio. Boerne ISD has an enrollment of over 9,700 students at seven elementary schools, three middle schools, two high schools and an alternative campus. We are a fast growth district anticipating five percent growth each school year. With more than 1,200 faculty and staff, Boerne ISD is the largest employer in the community. District boundaries are in Kendall, Bexar, and Comal counties. Our teachers are dedicated professionals whose commitment to excellence is recognized consistently on regional, state and national levels.



## SPECIFICATIONS & CONDITIONS

1. Boerne Independent School District (“BISD” or “District”) requests sealed proposals for the purchase **Medical and PPE Supplies, Materials, and Equipment from September 1, 2020 to August 31, 2021**. The intent of this proposal is to offer BISD campuses and departments with a list of qualified and approved vendors from which they can purchase these goods and services. **This shall be a multi-award.**
2. This bid will cover a period of one year, beginning September 1, 2020 or date of award, whichever is sooner. **BISD reserves the right to extend this contract for two (2) additional one-year terms with the same terms and conditions if agreeable to both the District and vendor(s).** Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation offenses for multi-year contracts. The Board of Trustees of Boerne Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
3. As required in Texas Education Code 44.031 (b) in determining to whom to award this contract, the District shall consider: the purchase price, the reputation of the vendor and vendor’s goods or services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the district’s needs, the vendor’s past relationship with the district, the total long-term cost to the district to acquire the vendor’s goods or services, ability to service our accounts with proper staff and insurance requirements, and any other relevant factor specifically listed in the request for bids or proposals.
4. The District must have your bid returned and on file in the Purchasing Department. Faxed or emailed copies will not be accepted. A copy of the W-9, the Conflict of Interest Form, Felony Conviction Notification/Suspension, Debarment Certification, House Bill 89, and Senate Bill 252 are required to be filled out, signed and submitted with the bid. Failure to comply with this requirement is grounds for bid rejection.
5. No quantities are guaranteed or implied. Items will be purchased on an as-needed basis.
6. It is the intent of the District to award this contract to multiple vendors, as may appear most advantageous to the district.
7. Bid information will be furnished to all campuses and departments. Ordering will involve all locations within Boerne ISD and **all deliveries will be sent to BISD Warehouse 320 S, Esser, Boerne, TX 78006.**
8. Freight will be prepaid by the vendor. Inside delivery is required.
9. Vendor **must** notify Purchasing Department, at 830-357-2026, immediately if items are placed on backorder, and before making substitutions. In the event that an awarded vendor and/or manufacturer cannot meet the delivery requirements, it will be the awarded vendor’s responsibility to notify the purchaser about the delay as soon as possible. The vendor shall provide an expected delivery date, reason for the delay and an alternate product if one is available. If an awarded vendor ships items that do not comply with the general conditions of the bid or items specifications, such merchandise will not be accepted, and a call tag will need to be issued at the vendor’s expense for the item to be returned.
10. Non-Performance: Vendor shall perform to the satisfaction of Boerne Independent School District (District) and comply with the terms and conditions stated herein for the length of the service period. Non-compliance and/or unsatisfactory performance can result in termination of respective services with said vendor prior to the end of the service period given thirty (30) days written notice.
11. The percent of discount bid must remain the same throughout the contract period. Any manufacturer price increase during the contract period must be submitted to the Purchasing Manager for approval.
12. Boerne Independent School District will apply the discount to the total amount of each purchase order.
13. Payment: Unless otherwise stated, payment terms will be net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later. **The Boerne ISD purchase order number must be shown on all invoices.**
14. **Boerne ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.**
15. BISD considers cash discounts or discounts for prompt payment when evaluating bids.
16. The District reserves the right to determine “equals”, or whether an alternate is of equal quality. All District decisions are final.
17. Vendors capable of providing Contract Service to BISD will be required to submit SB-9 certification and background checks prior to start of any project.
18. Provisions in a contract with Boerne ISD that call for, specify, or require that the contract entered into be automatically renewed are unacceptable. No such automatic renewal provisions will be agreed to by the Boerne ISD.
19. A statement, provision, term, or condition of a contract with the Boerne ISD that such contract will be governed by the laws of another state or another country is unacceptable. The Boerne ISD requires that all contracts it enters into be subject to the laws of the State of Texas and that venue regarding any contract dispute is agreed to be in Kendall County, Texas.
20. BISD doesn’t guarantee any products will be purchased from awarded vendors during the term of the contract.



**Vendor Must Provide the Following Information:**

Company Name:		
Company Address:		
City:	State:	Zip:
Taxpayer I.D. #:		Website Address:
Telephone:	Fax:	E-mail:
Remit Address if different from above:		
Authorized Representative Name:		
Authorized Representative Signature:		
Discount:		

1. Company's home office location is: \_\_\_\_\_
2. Legal name of company: \_\_\_\_\_
3. Number of years in business: \_\_\_\_\_
4. Do you currently do business with Boerne ISD?  Yes  No
5. a. Is your principal place of business located in the State of Texas?  Yes  No  
b. Does your business employ more than 500 people in the State of Texas?  Yes  No
6. Does your business have ecommerce (online ordering) capabilities?  Yes  No
7. Do you have any pending litigation?  Yes  No If yes, please attach a separate page explaining.
8. Is your company able to service BISSD locations - Boerne surrounding area?  
 Yes  No If no, explain exceptions \_\_\_\_\_
9. Do you have experience working with other school districts in Texas?  Yes  No
10. Does your company accept purchase orders?  Yes  No
11. Did you provide a certificate of insurance with your response?  Yes  No
12. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?  Yes  No
13. Is this company a minority, or woman-owned business enterprise?  Yes  No
14. How did you hear about this bid opportunity?  BISSD e-mail  Other: \_\_\_\_\_  
 Newspaper



**BID FORM**

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

Supplies/Equipment Description: \_\_\_\_\_

1. Please Choose (Check) One of The Following Methods:

- A. ( ) Percentage Discount Off List Price: \_\_\_\_\_ % Off  
(Vendors may submit one discount, or a discount range, for example 0-20%)
- B. ( ) Supplies and Equipment Will Be Offered at Shelf Price (0.0% Discount).

2. Please Choose (Check) One of the Following Delivery Methods:

- A. ( ) Vendor Will Deliver Supplies at No Charge to BISD Warehouse
- B. ( ) Vendor Will Deliver and Add Freight Charges to final Invoice.
- C. ( ) Vendor Chooses Not to Deliver to BISD

3. Does your company offer on-line catalog availability? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Mandatory controls for Purchase Orders only

If yes, provide web site: \_\_\_\_\_

4. Do you have a walk-in (retail) store for will-call purchases? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5. Our company can offer a discount of \_\_\_\_\_ % for shelf/catalog purchases.  
All catalogs distributed to Boerne ISD will be labeled on the cover with the applicable discount(s).

Define your company's goods or services: \_\_\_\_\_

Define your company's return policy: \_\_\_\_\_

Please indicate any exceptions to your discounts: \_\_\_\_\_

Patented or copyright protected items: Vendor agrees to protect Boerne ISD from recourse and all claims arising from rights under patent, copyright, trademark, or application infringement.

**By signing below, you agree to participate in this bid with Boerne ISD and you attest to the terms, representations and certifications listed in this bid:**

**Submitter's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Submitter's Name/Title:** \_\_\_\_\_

**Name of person responsible for Bid:** \_\_\_\_\_

**(Typed or printed)**



## TOP TEN (10) PRODUCTS

Please provide a description and pricing for the top ten (10) PPE products your company has sold for the protection against the COVID-19 virus.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_



## REFERENCES

Please provide at least three (3) references that have used your company for the same goods Boerne ISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address.

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>Address:</b>	<b>Brief Description of Business with Company:</b>

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>Address:</b>	<b>Brief Description of Business with Company:</b>

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>Address:</b>	<b>Brief Description of Business with Company:</b>

### MINIMAL ESSENTIAL COVENANTS

1. Boerne Independent School District (BISD) considers cash discounts or discounts for prompt payment when evaluating bids.
2. When a brand name is used, it is for the purpose of establishing quality. Although certain manufacturer brand names and numbers may be specified, alternates will be considered. The bidder/proposer, by bidding an alternate, warrants that products being bid meet or exceed all stated specifications. When an alternate is bid, bidder/proposer must furnish complete and descriptive literature on item(s) bid. If an alternate is bid and descriptive literature is not included, the bid may be considered invalid and rejected.
3. The District reserves the right to **reject any and/or all bids** and to make awards on the individual items as they may appear to be most advantages to the District, to include award of different items to different vendors, and to waive all formalities in bidding.
4. The term “As Specified” or “A/S” will not be accepted. If bidding on a make or model other than specified, bidder/proposer is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.
5. The bid is a firm offer which shall be irrevocable and open for acceptance for \_\_\_\_\_ calendar days (60 calendar days unless otherwise specified) from the date set for submission of bids. A 60-day minimum is usually required for School Board approval.
6. Bids received after the due date and time specified **will not** be considered.
7. When a bid is not returned, the vendor’s name is removed from the bidder list for this commodity.
8. Questions regarding this bid must be submitted to the Purchasing Manager for clarification.
9. Payment: Unless otherwise stated under “Discount Terms” on page 1, payment terms will be Net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later. **Boerne ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.**
10. Bidder/proposer hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Boerne ISD or its Board of Trustees.
11. Any contract resulting from this solicitation shall be construed under and in accordance with the laws of the State of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this solicitation shall be heard and determined in the City of Boerne, Kendall County, Texas.
12. Renewal, if applicable, of resulting Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Boerne Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
13. All expenses resulting from preparation and responding to this bid/proposal shall be the sole responsibility of the bidder/proposer and not reimbursable. This provision includes, but is not limited to, bid bonds, performance and payment bonds, reproduction (copy) services, etc.
14. All purchases made as a result of this solicitation shall be delivered FOB: Inside Delivery at no additional charge to the District.
15. Contact between bidders/proposers and District staff other than those in the Purchasing Department during the bidding process or evaluation process is prohibited. Any attempt by a bidder/proposer to contact District staff outside the Purchasing Department may result in disqualification.
16. The District utilizes Electronic Funds Transfer (EFT) to pay for goods and services. Vendors awarded a contract as a result of this solicitation will be required to provide appropriate banking information to receive payment.
17. A Vendor awarded a Contract as a result of this solicitation shall defend, indemnify, and save whole and harmless Boerne Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Vendor or any agent, employee, subcontractor or supplier of Vendor in the execution or performance of this Contract. The Vendor shall also defend and indemnify the Boerne Independent School District against claims by any subcontractor, supplier, laborer, material man or mechanic for payment for work or materials provided on behalf of the Vendor in the performance of the services contemplated herein, and all such claimants shall look solely to the Vendor and not Boerne Independent School District for satisfaction of such claims.





Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

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

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

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

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

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> <td style="border: 1px solid black; width: 25%; height: 20px;"></td> </tr> </table>					-			
<b>or</b>								
<b>Employer identification number</b>								
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**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

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

### Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**NOTE: FORM MUST BE COMPLETE WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.**



**FELONY CONVICTION NOTIFICATION**

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

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

**This notice is not required of a Publicly Held Corporation.**

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

Vendor’s Name: \_\_\_\_\_

Authorized Company Official’s Name (Printed): \_\_\_\_\_

Check one of the following and sign as appropriate.

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

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

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

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



## VENDOR DEBARMENT STATEMENT

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

---

Name of Company (Please Type/Print)

---

Mailing Address

City

State

Zip

---

Printed Name (Please Type/Print)

---

Signature

Title

---

Telephone Number

Fax Number

Date



**HOUSE BILL 89 – SECTION 2270.001 VERIFICATION**

Pursuant to Section 2270.001, Texas Government Code:

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

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or Business Name) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2270:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract the above-named company, business or individual with Boerne Independent School District.

Printed Name	Title
Signature	Date

**SENATE BILL 252 – CHAPTER 2252 VERIFICATION**

Effective September 1, 2017 contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is 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. 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 and services to a foreign terrorist organization.

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Boerne Independent School District’s Purchasing Department.

Printed Name	Title
Signature	Date



Dear Vendor:

Boerne ISD wishes to be a good customer and pay for authorized bills in a timely manner. Achieving this goal will require that we inform BISSD vendors of the procedures necessary to be a good customer and still follow State Purchasing Law and Board Policy:

*Board Policy CH (Local)*

*The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted Board policy and current administrative procedures. The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts. All purchase commitments shall be made by the Superintendent or designee on a properly drawn and issued purchase order, in accordance with administrative procedures.*

All purchases from Boerne ISD must be on a properly drawn purchase order issued by the Purchasing Department. To be paid, you must have a Boerne ISD purchase order that was issued before the goods are ordered, delivered or the services rendered. In the event that an order for merchandise or services is placed without a purchase order, Boerne ISD will not be responsible for payment of the goods or services and you will need to invoice the person that placed the order.

**We need your help with the following:**

**Invoices:**

- 1. All invoices should be mailed to Boerne ISD, Attn: Accounts Payable, 235 Johns Rd., Boerne TX 78006 or emailed to [accounts.payable@boerneisd.net](mailto:accounts.payable@boerneisd.net). Mailing your invoice to the BISSD Business Office facilitates timely payment. Obtaining an original invoice that was delivered or mailed to another address is time consuming and will delay payment.**
- 2. All invoices should reference PO number.**
- 3. All orders must be full/complete. We will not pay partials orders.**

**Delivery:**

- 1. All orders should be delivered to the BISSD Warehouse, as stated on the Purchase Order, located at 320 South Esser Rd., Boerne TX 78006. C.O.D. shipments will not be accepted.**
- 2. Transportation or shipping charges, if any, must be included as part of the purchase order or contract.**

Any changes to an issued purchase order involving price, amounts ordered or items ordered may be changed only by the Purchasing Department in writing: Please call 830-357-2026 or email [john.benavidez@boerneisd.net](mailto:john.benavidez@boerneisd.net) to help on your purchase.

Please note that this letter serves as notice that Boerne ISD will not be responsible for any merchandise/goods or services purchased or delivered without an authorized BISSD purchase order or contract.