



ENNIS ISD

REQUEST FOR PROPOSAL

June 17, 2024

Bid Title: General Office Supplies
Bid No.: RFP: 73024OS

The Ennis Independent School District is soliciting Request for Proposal (hereafter called proposal) for the products/services per the specifications stated elsewhere in this solicitation document. The term of this proposal is for the **2024-2025 Academic School year**

Proposals will be received until **2:00 p.m., Tuesday, July 30, 2024** at which time they will be opened and read.

Proposals must be submitted in sufficient time and received on or before the published date and time shown.

Proposals may be electronically submitted through email at purchasing@ennis.k12.tx.us and include the proposal title as the subject line or in the main body of the message. All response documents should be attached to the message and should not be included as a part of the message. The date and time stamp associated with the receipt of the email message will be the official date and time received for purposes of ensuring timely submission or mail to the address listed below.

Ennis ISD
Brenda Martinek
Bid Documents Enclosed
P.O. Box 1420
303 W. Knox Street
Ennis, Texas 75120



Respondents must return the following items in this Proposal:

- 1. Proposal Response Form**
- 2. Signed Debarment form**
- 3. Signed Deviation Form**
- 4. Signed Felony Conviction Form**
- 5. Supplier Application Form**
- 6. Conflict of Interest Form**
- 7. W-9 Form**
- 8. Certification Regarding Terrorist Organizations and Boycotting of Israel**
- 9. EPCNT - Educational Purchasing Cooperative of North Texas – Interlocal Agreement Form**

Returned bid must contain all signed documentation requested. Failure to submit all of the above may be grounds for rejection of proposal.



SCOPE OF SERVICES

RFP: 73024OS – General Office Supplies

Product Specifications

This solicitation is the request for a discount off catalog, price lists or advertised shelf priced items. This is a supply contract and effective for one year from the date of award. This contract, once accepted will include the period of **September 1, 2024 through August 31, 2025**. Any purchase order dated and issued within these dates will be subject to the terms and conditions of this contract.

This proposal will be awarded to multiple vendors, creating an approved vendor list for this category. All applicable discounts must be listed on the Proposal Response form. “Shelf Pricing” with or without discounts is an acceptable response for those vendors who do not have a published catalog. For contracted service vendors – please list a percentage discount – or base hourly labor rate or service call rate.

Your proposal in order to be considered must include properly executed RFP response form and all other requested documents as specified in this proposal. Responses must be legible in order to be considered.

Expectation of Service

All vendors approved through this proposal shall also accept walk-in orders and release merchandise only to Ennis ISD personnel presenting their EISD picture identification badge and **MUST** have a signed and authorized purchase order in hand or referencing a current blanket purchase order on file with the vendor. **THE DISTRICT WILL NOT BE RESPONSIBLE TO PAY FOR ANY ITEMS THAT WERE PURCHASED WITHOUT A PURCHASE ORDER.**

Reservation of Rights

Ennis ISD reserves the right to award contracts to multiple vendors, creating an approved vendor list for this category. All vendors are encouraged to submit a basic price list or discount for services offered (we realize that pricing for a specific job in the future will fluctuate per the specification of the job.)

Scope of Services Contact

Questions regarding this RFP solicitation should be directed to Brenda Martinek at 972-872-7014 or email: Purchasing@ennis.k12.tx.us



PROPOSAL RESPONSE FORM

All applicable discounts must be listed below if any apply if not applicable please list N/A, “Shelf Pricing” or “Online Catalog Pricing” with or without discounts is an acceptable response for those vendors who do not have a published catalog. For contracted service vendors – please list a percentage discount – or base hourly labor rate or service call rate.

Please provide the following information and confirmation as they relate to the referenced proposal.

Company Information

Company Name: _____

Contact Person: _____

Company Address: _____

City, State, Zip Code: _____

Company Phone Number: _____

Email Address: _____

Acknowledgements

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the instruction and specification contained herein, and that if accepted by the Ennis Independent School District, all of the provisions are part of a binding contract between the District and my company. I also certify that this proposal is made without previous understanding, agreement or connection with any person, firm or cooperation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Name and Title of Owner/Legally Authorized Representative:

Signature of Owner/Legally Authorized Representative:

Date: _____



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VENDOR STATEMENT OF DEBARMENT/SUSPENSION

I have read the conditions and specifications provided in the bid/proposal 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 or from receiving a federally funded contract under the Federal OMB, A-102, common rules. 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 from which this transaction originated.

Company Name

Name and Title of Authorized Representative

Signature

Date



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DEVIATION/COMPLIANCE SIGNATURE FORM

COMPANY NAME

ADDRESS

CITY

STATE

PHONE NUMBER

FAX NUMBER

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

___ No Deviation

___ Yes Deviations
List Below:

Authorized Signature

Date



FELONY CONVICTION NOTIFICATION

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: _____



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**Ennis Independent School District
Supplier Information Form**

Business Name: _____

Description of Goods/Services Provided _____

Please list all inter-local agreements and/or Purchasing Cooperative Groups your company participates in:

Remit to Address for payment:

Company Name: _____

Contact: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

E-mail: _____

Phone: _____ **Fax:** _____



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



Form **W-9**
(Rev. December 2014)
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.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
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.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 6 City, state, and ZIP code
 7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
				-				
OR								
Employer identification number								
				-				

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 on page 3.

Sign Here

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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

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-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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CERTIFICATION REGARDING TERRORIST ORGANIZATIONS (Senate Bill 252)

And

BOYCOTTING OF ISRAEL (House Bill 89)

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities and otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Signature: _____

Title: _____

Date: _____



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EPCNT

Educational Purchasing Cooperative of North Texas

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 _____

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: _____



STANDARD TERMS AND CONDITIONS

1. The following instructions by the Ennis Independent School District are intended to afford potential respondents an equal opportunity to participate in the solicitation process.
2. A response to this solicitation is an offer to contract with Ennis ISD and its members based on the specifications and standard terms and conditions contained in the proposal. Proposals do not become contracts until they are accepted by Ennis ISD and put into effect by the issuance of a purchase order signed by an authorized representative of Ennis ISD Purchasing Department.
3. The terms respondent, contractor, proposer, vendor, and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms EISD, owner, district and/or government entity refer to Ennis Independent School District.
4. To allow for competition as the District utilizes funding to make day-to-day purchases, it is the intent of the District to award to multiple vendors as determined to be the best value to Ennis ISD.
5. The documents contained in this solicitation represent the agreement between the successful respondent and the school district and supersedes any prior discussions, negotiations, representations, agreements, written or oral.
6. All materials, supplies, copyrighted materials, furniture, and equipment for the District shall be delivered F.O.B. Destination.
7. The District reserves the right to terminate any contract, if in its opinion there shall be a failure, at any time to perform faithfully any of its stipulations, or in the case of any willful attempt to impose upon the District materials, products and/or work inferior to that required by the District, and any action taken in pursuance of this stipulation shall not affect or impair any rights or claims of the District to damages for the breach of contract by the Respondent.
8. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of the Ennis Independent School District reserves 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.
9. Proposals must be signed by an authorized representative of the company. It is the intent of this proposal contract that should a given proposal be accepted, it will automatically become the binding contract.
10. Wherever the District indicated the unit of measure required for proposal purposes, the District may not recalculate the vendor's price if it is based on a different unit of measure than indicated in any contract.



11. **All invoices are to be submitted via email to: accounts payable@ennis.k12.tx.us**
12. No orders can be placed without a purchase order being in place first. Invoices will be returned for correction unless they contain the following information: Item numbers, description of item, quantity, unit price and total. **Each invoice must carry the Purchase Order Number from the District.**
13. Payment in full will only be made upon final acceptance of items as shown on Purchase Orders. Partial payments will be made only upon decision of the District.
14. The District is **Exempt** from the payment of the Texas Sales Tax. Exemption Certificates for the Federal Excise Tax may be furnished upon request.
15. Delivery shall be FOB to each individual location as noted on Purchase Order. The District will not pay freight bills sent, collect or otherwise.
16. Certain formal proposals will require bonding with the District as shall be indicated in the specifications sheets.
17. All Respondents shall be required to sign certification as provided on the signature sheet. The District may reject any proposal that does not include said signed affirmation.
18. The Respondent shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.
19. The District reserves the right to reject any or all proposals which comply with these specifications, or to accept a higher bid which compiles provided that in the judgment of the District, the item offered under the higher proposal has additional value or function which justifies the difference in price.

All proposals shall be evaluated on all factors involved, i.e., price, quality and service, etc., whichever is in the best interest of the District.

20. The Respondent shall unconditionally guarantee the materials and workmanship of all furniture and equipment furnished by them for a period of one year or longer from date of acceptance of the items delivered and installed. If within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the District are due to faulty design and installation, workmanship or materials upon notification, the respondent shall, at his expense repair or adjust the equipment or parts to correct the condition or he shall replace the part or entire unit to the complete satisfaction of the District. These repairs, replacements or adjustments shall be made only at such times as will be designated by the District as non-detrimental to the instructional program.



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21. Any time a particular manufacturer's name or brand may be specified, it shall mean any product of equal quality. Proposals shall be considered on all other brands submitted and on the equal quality product of other manufacturers.
22. All materials must be securely packed for proper protection and in quantities to be determined by the designed officer of the District.
23. All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practice. No charges may be made over and above the proposal price for packaging.

Complete deliveries must be made by the successful vendor to the designated location as indicated on purchase order issued by the District. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information for each item delivered: Purchase Order Number, Name of the Article, Item Number, Quantity and the Name of the Vendor.

All package materials shall be clearly and plainly marked.

24. The Respondent shall provide all equipment and machinery furnished and delivered to the District complying with the safety regulations as required by OSHA.
25. All deliveries shall be made during the hours of 8:00 a.m. and 3:00 p.m. on all regularly scheduled school days, except where noted by the District.

All deliveries shall be made inside school buildings, offices, etc. and special instruction for date of delivery shall be made in the specifications.

Special instructions shall be indicated by the District in the specifications for exact time, date and location of equipment and machinery delivery for items which are to be set-up and installed. For heavy equipment, materials or machinery requiring special handling, detailed instructions shall be written in the specifications.

26. Ennis ISD reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.
27. Neither Respondent nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions



due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the work as otherwise permitted under this proposal.