

**REQUEST FOR PROPOSAL (RFP) FOR
OFFICE SUPPLIES AND SERVICES**

**SOLICITATION NUMBER
RFP 24-S844**

**PUBLICATION DATE
Tuesday, June 4, 2024**

**QUESTIONS SUBMITTED BY
Tuesday, June 25, 2024, 2:00 pm CT**

**SUBMITTAL DUE DATE AND TIME:
Thursday, July 18, 2:00 pm CT**



Competitive solicitation by Region 14 Education Service Center
on behalf of itself and other government agencies
and made available through OMNIA Partners, Public Sector, Inc.

NOTICE TO SUPPLIER: When partnering with OMNIA Partners, Region 14 uses Bonfire (<https://omniapartners.bonfirehub.com>) to advertise solicitations, manage supplier questions, receive submittals and manage submittal evaluations. Questions regarding this solicitation must be submitted through Bonfire using the Ask a Question button and should be submitted before the questions due date time stated herein. Answers to questions will be posted in Bonfire approximately one week prior to the submittal due date and time.

Public Opening: Submittals will remain sealed by Bonfire until the submittal due date and time specified herein. Submittals received outside of Bonfire will not be accepted. At the due date and time listed, or modified via addenda, submittals will be opened, read aloud publicly and suppliers' names recorded via the virtual meeting below.

Meeting URL: <https://omniapartners.zoom.us/j/87290814476>

Call In #: 346 - 248- 7799

Meeting ID: 872 9081 4476

I. INTRODUCTION

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a contract for Office Supplies and Services for use by Region 14 ESC and other public agencies supported under this contract.

Region 14 ESC aims to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited contract offering products and services to public agencies;
- Achieve cost savings for public agencies and suppliers through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of public agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of public agencies and suppliers through best in class purchasing procedures.

Region 14 Education Service Center (“Region 14 ESC”)

Region 14 ESC schools are called Rural West Texas Schools that serve over 50,000 students in 42 school districts located in 13 counties which make up Region 14. Services are delivered to more than 3,900 professional educators and over 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.

National Contract

Region 14 ESC, as the Principal Procurement Agency, defined in APPENDIX B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”) to make the resultant contract (also known as the “**Master Agreement**” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. Region 14 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “**Participating Public Agency**”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX B, or as otherwise agreed to. APPENDIX B contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners’ public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through

multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (APPENDIX B).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Office Supplies and Services purchased under the Master Agreement through OMNIA Partners is approximately \$25M. This projection is based on the current annual volumes among the Region 14 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

II. SCOPE

A. Purpose

The objective of Office Supplies and Services is to provide these products and services for public sector agencies. The awarded supplier(s) will work with Participating Public Agencies to help determine all the products and solutions required; awarded supplier(s) may also provide any additional applicable products as requested by Participating Public Agencies.

Although this section reflects the needs and requirements of Region 14 ESC, OMNIA Partners Participating Public Agencies may have different requirements. OMNIA Partners Participating Public Agencies may sign a supplemental or usage agreement with the awarded supplier(s) substantially based on the terms and conditions of the Region 14 ESC Master Agreement. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Should an awarded supplier utilize subcontractors, distributors, dealers, or other affiliate, Participating Public Agencies may choose to issue work directly to the subcontractor, distributor, dealer, or other affiliate if allowed by the awarded Supplier and Participating Public Agency.

B. Products and Services

The following is a list of suggested (but not limited to) product and category offerings for Office Supplies and Services. Proposals should be detailed with respect to the products, services, and/or solutions that the Offeror has expertise in providing. Offerors are encouraged to provide a complete product and service offering or balance of line.

- Office Supplies
 - Basic Supplies
 - Binders and Accessories
 - Filing and Storage
 - Mailing, Shipping and Envelopes
 - Pens, Pencils and Markers
- Paper
 - Art and Craft Paper
 - Copy and Print Paper
 - Notebooks and Journals
- Ink and Toner
- Break Room
 - Appliances
 - Water, Soda, Juice , Coffee, Tea, Food and Candy
 - Cups and Plates
- Cleaning
 - Cleaning Chemicals and Equipment
 - Hand Soap and Sanitizers
 - Restroom Supplies
 - Wastebaskets and Trash Bags
- Furniture
 - Bookcases

- Desks and Workstations
- File Cabinets
- Office Chairs and Seating
- Technology
 - Computer Accessories
 - Monitors and Projectors
 - Data Storage and Media
 - Printers, Scanners, Copiers and Fax
- Print Services
 - Custom Printing
 - Security Solutions
 - Promotional Products
- Additional products, services, and solutions

C. Special Offers and Comprehensive Offering

Awarded Supplier(s) may conduct sales promotions involving price reductions for a specified lesser period, in addition to decreasing prices for the balance of the Master Agreement term due to a change in market conditions. Awarded Supplier(s) may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Master Agreement term and such lower pricing shall not be applied as a global price reduction under the Master Agreement. Each Offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Office Supplies and Services. Pricing for awarded Supplier's complete product offering/balance of line items will be determined by a percentage discount off the offeror's price list. The pricing percentage discount offered must be entered in the Pricing Section in the Offeror's response. Region 14 ESC reserves the right to accept or reject any or all balance of line items offered.

III. INSTRUCTIONS TO SUPPLIERS

1. Submission of Response.

- Responses shall be received electronically no later than the submittal due date and time via Bonfire at <https://omniapartners.bonfirehub.com/>.
- Bonfire will not accept any responses after the specified due date and time.
- Only responses received via Bonfire will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Proposals may be rejected for failure to comply with the requirements set forth in this solicitation.

2. Required Proposal Format. Responses shall be submitted electronically via Bonfire. Separate files should be used to separate the proposal into sections, as identified below. Suppliers failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all sections, with the exception of section 2 (Pricing), be submitted in Portable Document Format (PDF). Pricing may be submitted separately in an alternate format (e.g. xlsx, xls, csv).

Sections

Section 1 – Signature Form

Section 2 – Pricing

Section 3 – Ability to Perform, including response to the national program (Appendix B)

Section 4 – References and Experience

Section 5 – Value Added Products and Services

Section 6 – Required Documents

3. Additional Agreements. If a supplier requires an additional agreement, a copy of the proposed agreement must be included with the proposal.

4. Deviations and Exceptions. Deviations or exceptions stipulated in a supplier's response may result in disqualification. It is the intent of Region 14 ESC to award a supplier's complete line of products and/or services, when possible. A response to the solicitation is an offer to contract with Region 14 ESC based upon the contract provisions contained in this solicitation, including but not limited to, the specifications, scope of work and any terms and conditions. Suppliers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the solicitation cannot be modified without the express written approval of Region 14 ESC. If contract provisions are not expressly approved in writing by Region 14 ESC, the contract provisions contained in the solicitation shall prevail.

5. Disclosures.

- Supplier affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The supplier affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain

any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract.

6. Withdrawal of Response. After submittal due date and time, withdrawal of a response will not be allowed for a period of 120 days. Pricing will remain firm for 120 days from submittal.

7. Open Records Policy. Region 14 ESC is a governmental entity. Responses submitted are subject to release as public information after contracts are executed. If a supplier believes that its response, or parts of its response, may be exempted from disclosure, the supplier must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the supplier must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the supplier are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any supplier. Supplier is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

8. Multiple Awards. Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any resulting contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

9. Protest. A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester;
- Original signature of protester or its representative;
- Identification of the solicitation by RFP number;
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted at any point during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract at any time during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

V. EVALUATION

Region 14 ESC will evaluate proposals in accordance with the criteria outlined in the solicitation subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. Award(s) will be made to the prospective supplier(s) whose response is determined to be the most advantageous.

Supplier's proposal should include the following for Region 14 ESC's evaluation:

A. Availability of Products and Pricing (40 points)

1. Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.
 - a. Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.
 - b. Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.
 - c. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.
2. Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.
3. Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
4. Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.
5. Describe any return and restocking fees.
6. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed

contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Purchase orders and payment can only be made to the awarded supplier or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

7. Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.
8. Describe any Leasing/Financing programs.
9. Describe how customers verify they are receiving the correct contract pricing.
10. Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.
11. Describe how future product introductions will be priced and align with contracting pricing proposed.
12. Provide any additional information relevant to this section.

B. Ability to Perform (30 points)

1. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
2. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.
3. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
4. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).
5. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.
6. Describe how supplier responds to emergency orders.
7. What is supplier's average Fill Rate?
8. Describe supplier's return and restocking policy.
9. Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.
10. Describe any extended warranty programs or service maintenance programs.
11. The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.
12. Describe supplier's contract implementation/customer transition plan.
13. Describe the financial condition of supplier.

14. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
15. Describe the supplier's safety record.
16. Describe technology used to support the contract.
17. Provide any additional information relevant to this section.

C. References and Experience (20 points)

1. Provide a brief history of the supplier, including year it was established and corporate office location.
2. Describe supplier's reputation in the marketplace.
3. Describe supplier's reputation of products and services in the marketplace.
4. Describe the experience and qualification of key employees.
5. Describe supplier's experience working with the government sector.
6. Describe any social diversity initiatives.
7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
9. Provide any additional information relevant to this section.

D. Value Added Products/Services (10 points)

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.
2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.
3. Describe any equipment reconditioning and recertification offerings.

E. Clarifications/Discussions. Region 14 ESC may request additional information or clarification from any of the suppliers after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give supplier an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those supplier's whose proposals are determined to be reasonably susceptible of being selected for award. Region 14 ESC will not assist supplier in bringing its proposal up to the level of other proposals through clarifications or discussions. Region 14 ESC will not indicate to supplier a cost or price that it must meet to obtain further consideration, nor will it provide any information about other suppliers' proposals or prices.

F. Competitive Range or Shortlist. It may be necessary for Region 14 ESC to establish a competitive range or shortlist. Responses not in the competitive range or shortlist do not receive further award consideration. Region 14 ESC may determine establishing a competitive range or shortlist is not necessary. Inclusion in the competitive range or shortlist does not constitute a contract award. Should a competitive range or shortlist be used, further evaluation and scoring to determine contract award will be used.

G. Oral Presentations/Interviews. Region 14 ESC reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, Region 14 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when

evaluating the stated criteria. Region 14 ESC shall not reimburse the supplier for costs associated with the interview process.

- H. Contract Negotiations.** Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing suppliers. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful supplier. In the event Region 14 ESC deems that negotiations are not progressing; Region 14 ESC may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiation with the next most qualified supplier(s).
- I. Past Performance.** Past performance is relevant information regarding a supplier's actions under previously awarded contracts; including the administrative aspects of performance; the supplier's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the supplier's businesslike concern for the interests of the customer. Past performance will be considered in the evaluation of the responses.

Describe your company's ability to meet the following specifications. Bidders will respond to each item by checking Comply or Deviate box. No bid items shall be marked as such in the Deviate box.

Requirement	Comply	Deviate
Vendor shall provide a broad-based line of office products of at least 10,000 items in available inventory.		
All products shall be new and of high quality. Products that are re-filled or re-manufactured will be labeled as such.		
The vendor's catalog shall include a variety of major manufacturers of the specified products and services. Office supplies shall comprise at least 80% of catalog products.		
The catalog shall contain a minimum of 10,000 items.		
Private label products may be offered. Any change of manufacturers of a private label during the term of the contract will result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.		
Vendor shall have an electronic on-line catalog, including shopping cart capabilities, for order entry use by the members. Features include: product lookup that shows <u>contract</u> price; ability to set purchasing authorization limits; ability to download order and invoice history reports.		
Orders of stocked products will be shipped within 48 hours of receipt of order. The participating entity shall be notified by the vendor if the product ordered cannot be shipped within this time period to give the member the opportunity to secure product elsewhere.		
Contractor will maintain a minimum monthly average fill rate of 95%. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.		
No "restocking" fees may be collected on items cancelled for failure to be delivered within the specified time frame.		
Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.		
The minimum dollar value of an order delivered to a single location shall be no more than \$50.00, unless a different amount is required by a member agency.		
Orders not filled and partials shall be indicated on the packing list. Vendor shall inform member of anticipated delivery date for unfilled and partial orders.		
All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the member's purchase order number, vendor name		

and name of article. Cartons shall be identified by purchase order number and vendor name.		
General office supplies shall include, but not be limited to, pencils, pens, markers, and other writing instruments; correction fluid, tape, film and other correction products; tape, glue, paste and other adhesives; staplers, staples, paper clips, and paper clamps; permanent and removable self-adhesive, moisten and stick, colored and clear, and specialty labels; standard file folders, hanging file folders, floor and desktop file cabinets, trays, containers, and organization systems.		
Calculators shall include, but not be limited to electronic handheld, desktop and scientific printing and non-printing calculators.		
Paper products shall include, but not be limited to white and color copy and duplicator paper; linen office papers; envelopes; index cards; writing pads; composition books; loose-leaf paper; card and cover stock; and other paper supplies.		
Miscellaneous equipment shall include, but not be limited to paper shredders, electric and mechanical pencil sharpeners, clocks, radios, wastebaskets, and labeling equipment.		
Specialty equipment and supplies shall include, but not be limited to signs, nameplates, name badges, computer carrying cases, briefcases, and housekeeping supplies.		
Vendor will provide various Copy and Print Services		
Vendor will provide E-Commerce for Print orders. Ability to send the orders electronically and either pick them up or have them delivered.		
Vendor will have the ability to print collate, and either staple or bind the materials.		
Vendor will have the ability to turn around within 24 hours for certain copy and print jobs		
Vendor will have the ability to print business cards and turn around within 5-7 days.		
Vendor will have the ability to Accept Purchase orders for Print and Copy Services		
Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor's facility for shipping.		
Vendor will provide a discount below the standard retail rate for Print, Copy, and Ship materials.		
Vendor will include Promotional Materials in the catalogues for the members.		

The Promotional Materials will include discounts below standard retail rate		
The Vendor will have the ability to provide Office Furniture and Chairs of various manufacturers.		
The Vendor will have experience with ordering and installing furniture orders.		
The Vendor will be able to provide Furniture pricing within 2% of GSA pricing.		
The Vendor will match or lower any pricing of comparable contracts with similar volume. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.		
The Vendor will honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts of catalogues.		
Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.		
Vendor is not being investigated for Overcharging by any State or Federal Agency.		
Upon Request Vendor will offer a rebate program to agencies that meet certain minimum ordering requirements.		
Vendor can submit an alternate pricing methodology allowing Participants to develop their own core list of fixed prices of 100 items, 200 items, & 300 items.		

Office Supplies and Services Market Basket

Description	Pack	Manufacturer #	SKU Number	MSRP Price	Discount Price	Comments or Substitutions
Clips/Pins/Rubber Bands						
Paper Clip #1 Std. Size 100/Box	BX					
Jumbo Premium Paper Clips, 1 3/4", Pack Of 10 Boxes	BX					
OIC Magnetic Clip Dispenser, Small, 100 Clip Capacity, Black Pack Of 3	PK					
OIC Designer Magnetic Clip Dispenser	EA					
Plastic Clips, Extra Large, Box Of 50	BX					
Binder Clip, Small 3/4" Black 12/Bx	BX					
Binder Clips, Medium, 1 1/4" Wide, 5/8" Capacity, Box Of 12	BX					
Binder Clips, Large, 2" Wide, 1" Capacity, Black, Box Of 12	BX					
#4 Brass Fastener, 1" 100/Bx	BX					
Thumb Tacks, #2 3/8" 100/Bx	BX					
Push Pins, Clear 100/Bx	EA					
Safety Pins, Asstd. Sizes 22/Bunch	BX					
Butterfly Clips, 2-1/2" 12/Bx	BX					
Magnetic Clip, 2" 12/Bx	BG					
Rubber Bands In 1 Lb. Box, #117B, 7" x 1/8", Box Of 315	BX					
Post-it Notes						
Post-it Notepad, 1- 1/2"X2 Yellow 12/Pk	PK					
Post-it 2" x 2" Super Sticky Pop-Up Notes, Canary Yellow, 45 Sheets Per Pad, Pack Of 20 Pads	PK					
Post-it 3" x 3" Pop-up Notes, Ultra Colors, 100 Sheets Per Pad, Pack Of 6 Pads	PK					
Index Cards						
Index Card, 3X5 Ruled White 100/Pk	PK					
Plastic File Box for 3X5 cards	EA					
A-Z Guides, 3X5 25/Pk	PK					
Portfolios/ Binders						
View Ring Binder 1", Black	EA					

Vinyl Ring Binder 1-1/2", Black	EA					
Vinyl Ring Binder 2", Black	EA					
Vinyl Ring Binder 2-1/2", Black	EA					
Vinyl Ring Binder 3", Black	EA					
View Ring Binder 1", Blue	EA					
Vinyl Ring Binder 1-1/2", Blue	EA					
Vinyl Ring Binder 2", Blue	EA					
Vinyl Ring Binder 2-1/2", Blue	EA					
Sheet Protector Top Load 100/Box	BX					
Heavy Duty Portfolio, 2Pocket Asst w/fastener 25/Box	BX					
Portfolio, 8 Pocket White	EA					
3-Fastener Report Covers, 25 Asstd.	BX					
5-Tab Index, Asstd. Color Tabs	ST					
8-Tab Index, Clear Tabs	ST					
Filing Supplies						
Hanging Folders, 1/5 Cut 25/Box	BX					
Hanging Folders, 1/3 Cut 25/Box	BX					
A-Z Guides, 1/5 Cut	ST					
Legal Folders, 1/3 Cut 100/Box	BX					
White Labels, 1/3 Cut 248/Box	BX					
Find It Tab View Hanging Folders 1" Expansion, 8 1/2" x 11", Assorted Colors, pack of 20	BX					
Find It Tab View Hanging Folders 1" Expansion, 8 1/2" x 14", Assorted Colors, pack of 20	BX					
Recycled Hanging Folders, 1/5 Cut, 8 1/2" x 11", Green Pack of 25	BX					
Recycled Hanging Folders, 1/5 Cut, 8 1/2" x 14", Green, Pack Of 25	BX					
Recycled Hanging Folders, 1/3 Cut, 8 1/2" x 11", Green Pack of 25	BX					
Recycled Hanging Folders, 1/3 Cut, 8 1/2" x 14", Green Pack of 25	BX					

Hanging Folder Plastic Tabs, Clear, Pack of 25	BX					
Envelopes						
6X9" With Clasp 100/Box	BX					
9X12" With Clasp 100/Box	BX					
9-1/2"X12 With Clasp 100/Box	BX					
White Wove Envelopes, #10 (4 1/8" x 9 1/2"), White, Pack Of 250	BX					
White Wove Envelopes, #10 (4 1/8" x 9 1/2"), White, Pack Of 500	BX					
#10 Window Envelopes, Window On Bottom Left, 4 1/8" x 9 1/2", White, Box Of 250	BX					
#10 Window Envelopes, Window On Bottom Left, 4 1/8" x 9 1/2", White, Box Of 500	BX					
#9 Business Envelopes, 3 7/8" x 8 7/8", White, Box Of 500	BX					
Correction Supplies						
Multipurpose Correction Fluid	EA					
Multipurpose Correction Fluid	DZ					
Correction Tape, 1-Line	EA					
Liquid Paper Correction Fluid, White	EA					
Liquid Paper Smooth Coverage	EA					
Bic White-Out, Super Smooth	EA					
Calendars						
14 month Desk Pad	EA					
14 month Refill	EA					
12 month Desk Pad	EA					
12 month Refill	EA					
National School Calendar	EA					
Office Paper						
Copy Paper, 8-1/2"X11" White	RM					
Copy Paper, 8-1/2"X14" White	RM					
Copy Paper, 8-1/2"X11" White, 10 Reams in a Box	BX					
Copy Paper, 8-1/2"X14" White, 10 Reams in a Box	BX					
3 Hole Copy Paper, 8-1/2"X11" White	RM					

3 Hole Copy Paper, 8-1/2"X11" White, 10Reams in a Box	BX					
Copy Paper, 8-1/2"X11" Blue	RM					
Copy Paper, 8-1/2"X11" Yellow	RM					
Pads and Fillers						
Legal Pads, 8-1/2"X14" White	DZ					
Legal Pads, 8-1/2"X11- 3/4" White	DZ					
Legal Pads, 8-1/2"X14" Yellow	DZ					
Legal Pads, 8-1/2"X11- 3/4" Yellow	DZ					
Steno Notebook, 80pg White	EA					
Filler, 8-1/2"X11", 3/8" Rule, 3-Hole	RM					
Roller, Plastic, & Porous Tip Pens						
Original Uni-ball Fine Pt, Black	DZ					
Original Uni-ball Fine Pt, Red	EA					
Uni-ball Vision, Fine Pt., Blue	EA					
Flair Pen, Blue	DZ					
Pen Felt Pt, Black	DZ					
Pen Felt Pt, Red	DZ					
Ball Point Pens						
Bic Round Stick, Med., Black	DZ					
Papermate Stick, Med., Red	DZ					
Bic Stick Grip, Med., Black	DZ					
Specialty Pens & Highlighters						
Sharpie Fine Pt Marker, Black	DZ					
Sharpie Fine Pt., 4-Color Set	ST					
Sharpie Fine Pt., 8-Color Set	ST					
Sharpie Extra Fine, Blue	DZ					
Sharpie Ultra Fine, Black	DZ					
Vis-A-Vis Fine Pt., Black	DZ					
Vis-A-Vis Fine Pt., Red	DZ					
Sharpie Accent Highlighter, Yellow	DZ					
Sharpie Accent Highlighter, Fluorescent Yellow	DZ					

Sharpie Accent Tank, 6-Color Set	ST					
Bic Brite Liner, 5-Color Set	ST					
Dry Erase Products						
Expo Cleaner, 8-oz spray bottle	EA					
Expo Dry Eraser	EA					
Expo Low-Odor, Bullet, 4/set	ST					
Expo Marker w/Eraser, Chisel, 4/set	ST					
Dixon Marker, Broad, 4-Color Set	ST					
Sharpeners/Punches						
Boston KS Sharpener, Chrome	EA					
Boston 1900 Electric Sharpener	EA					
3-hole Punch	EA					
Staplers/Staples						
Swingline 747 Full Strip, Black	EA					
Boston Electronic Stapler, Putty	EA					
Swingline Speedpoint Std Staples	BX					
Staple Remover	EA					
Tape, Dispensers, Adhesives, & Hanging Devices						
Magic Tape w/Dispenser 3/4"X300"	RL					
Refill Tape, 3/4" x 1,000", Pack Of 4	PK					
Premium Invisible Tape, 3/4" x 1296", Pack Of 10 Rolls	PK					
Refill Tape, 1/2" x 1,296	RL					
Gorilla Tape, 2" x 1,260" Roll	RL					
Removable Poster Tape, 3/4" x 150"	RL					
Tape Dispenser, Black	EA					
Rubber Cement, 4 oz	EA					
Rubber Cement, Quart	EA					
Glue Stick, .28 oz	EA					
Plasti-Tak Adhesive, 2.48oz/Pkg	PK					
Tape Gun With Tape, 1 7/8" x 30 Yd.	EA					

Sealing Tape, 3" Core, 1 7/8" x 55 Yd., Clear, Pack Of 6	PK					
Miscellaneous Office & Desk Accessories						
Kleenex Facial Tissue, 2Ply 100/Bx	BX					
Facial Tissue, 2-Ply, 100/Bx	BX					
Clipboard, Letter Size	EA					
Clipboard, Legal Size	EA					
Clear Contact Paper 18"X24' Roll	RL					
Calculator, hand held solar	EA					
Canon CP1200D Commercial Printing Calculator	EA					
Canon P23-DH V Printing Calculator	EA					
Adding Machine Rolls	EA					
1-Ply Calculator/Cash Register Roll 2 1/4" x 150'	PK					
Breakroom Supplies						
16.9 oz Bottled Water, Case Of 24	CS					
Clorox Disinfecting Wipes, Fresh Scent, Pack Of 75	EA					
Antibacterial Liquid Soap, 7.5 Oz. Pump	EA					
Antibacterial Foaming Hand Wash, Original, Refill, 50 Oz	EA					
Liquid Dial Antimicrobial Soap, 1 Gallon	EA					
Antibacterial Liquid Soap, 1 Gallon	EA					
Instant Hand Sanitizer, 8 Oz	EA					
Keurig B40 Individual Cup Coffee Brewer	EA					
Green Mountain French Roast Decaffeinated Coffee K-Cups, Box Of 18	BX					
Green Mountain Breakfast Blend Coffee K-Cups, Box Of 18	BX					
Splenda Packets, Box Of 100	BX					
Sweet 'N Low Packets, Box Of 400	BX					

Sugar, 20 Oz. Canisters, Pack Of 3	PK					
Genuine Joe Non-Dairy Creamer Canisters, 12 Oz., Pack Of 3	PK					
Bunn-O-Matic Pour-O- Matic Model VPS Coffee Brewer, Stainless Steel/Black	EA					
Folgers Coffee Packs, 0.9 Oz., Box Of 42	BX					
Folgers Decaf Coffee Packs, 0.9 Oz., Box Of 42	BX					
Toner Cartridges						
HP Q7582A Yellow Laser Toner Cartridge	EA					
HP Q7583A Magenta Laser Toner Cartridge	EA					
HP Q6470A Black Laser Toner Cartridge	EA					
HP Q7581A Cyan Laser Toner Cartridge	EA					
Brother TN-540 Black Laser Toner Cartridge	EA					
Canon L50 Black Image Cartridge	EA					
Canon S35 (7833A001) Black Toner Cartridge	EA					
Lexmark E36x/E46x High-Yield Return Program Laser Toner Cartridge Model E360H11A	EA					
Dell N3769 Black Toner Cartridge	EA					
Computer Accessories						
Fellowes Mouse Pad With Microban, 8" x 9", Silver	EA					
Belkin WaveRest Gel Mouse Pad/Wrist Rest	EA					
Kensington SlimScreen Premium Antiglare Antiradiation Filter, For 16"-18" Monitors	EA					
Kensington SlimScreen Premium Antiglare Antiradiation Filter, For 19"-21" Monitors	EA					
3M™ PF319 Lightweight Privacy Filter For 19" LCD Monitors	EA					
Belkin Hi-Speed USB 2.0 4-Port Hub	EA					

Belkin Hi-Speed USB 3.0 4-Port Hub	EA					
CyberPower CP850AVRLCD Uninterruptible Power Supply, 9 Outlets, 850VA/510 Watt	EA					
Belkin Home/Office Series Surge Protector, 6 Outlets, 4' Cord, 720 Joules	EA					
Belkin Pro Series USB 2.0 Device Cable, A/B, 6'	EA					
Cat 5 Network Cable, 25', Blue, Gray or Black	EA					
Logitech LX5 Cordless Optical Mouse, Silver/Black	EA					
Logitech Cordless Desktop Wave	EA					
Logitech CordlessTrackMan Wheel	EA					
Microsoft Wireless Notebook Presenter Mouse 8000, Silver	EA					
Logitech Cordless Number Pad for Notebooks - keypad	EA					
USB Optical Mouse, Black or Silver	EA					
CD 360 Jewel Case 12-PK	EA					
Slimline Black Jewel CD Cases 25PK	EA					
Pocket Flash Drive USB flash drive - 1 GB	EA					
Pocket Flash Drive USB flash drive - 2 GB	EA					
Pocket Flash Drive USB flash drive - 4 GB	EA					
Pocket Flash Drive USB flash drive - 8 GB	EA					
Pocket Flash Drive USB flash drive - 16 GB	EA					
Century Compressed Air Duster, 10 Oz.	EA					
Century Compressed Air Duster, 10 Oz., Value Pack Of 6	PK					
Furniture						
HON S380 Series Vertical File Cabinet, 26 1/2" 2- Drawer, Letter Size, Putty	EA					

HON S380 Series Vertical File Cabinet, 26 1/2" 4- Drawer, Letter Size, Putty	EA					
HON 400 Series 30" Wide 2 Drawer Lateral File/Storage Cabinets	EA					
HON 400 Series 30" Wide 4 Drawer Lateral File/Storage Cabinets	EA					
HON 500 Series 36" - Wide 2 Drawer Lateral File/Storage Cabinets	EA					
HON 500 Series 36" - Wide 4 Drawer Lateral File/Storage Cabinets	EA					
HON 500 Series 36" - Wide 5 Drawer Lateral File/Storage Cabinets	EA					
Global Granada Multifunctional Chair, 40"H x 26"W x 22 1/2"D, Black Frame, Burgundy Fabric	EA					
HON 7600 Mid-Back Chair, 42 1/2"H x 27 1/8"W x 39"D, Black Frame, Burgundy Fabric	EA					
Neutral Posture® 9600 High-Back Fabric Chair, 46 3/4"H x 26"W x 26"D, Black Frame, Sky Blue Fabric	EA					
Ergo-Health Fabric Mid- Back Personal Chair, 41"H x 26"W x 26"D, Black Frame, Latte Fabric	EA					

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Company Name

Address

City

State

Zip

Telephone Number

Fax Number

Email Address

Printed Name

Position

Authorized Signature

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Contact

Signature

Printed Name

Address

Position with Company

**Official
Authorizing
Proposal**

Signature

Printed Name

Phone

Position with Company

Fax

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by

Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

Appendix B – OMNIA Partners Exhibits

Appendix B – OMNIA Partners Exhibits
