



Eanes Independent School District
Purchasing Department
601 Camp Craft Road
Austin TX 78746
512-732-9036
512-732-9038 Fax

REQUEST FOR PROPOSALS (RFP)
Lease of Real Property on River Hills Road
RFP # 2010-0024

The Eanes Independent School District (“District”) invites qualified entities to submit sealed Proposals for the Lease of Real Property located on River Hills Road. This Request for Proposal can be reviewed and downloaded at the following website:

<http://www.eanesisd.net/departments/business/purchasing>

There will be a Pre-Proposal Meeting, at 4:00 PM on Thursday, March 4, 2010 at EISD Maintenance and Operations Conference Room located at 1110 Westbank Dr, Austin Texas, 78746; this meeting is not mandatory for submission of Proposals, however, it is highly recommended that prospective Proposers attend.

If you are interested, the District invites your firm to submit a Proposal Response to the EISD Purchasing Office. The envelope containing your Proposal Response should be plainly marked:

Proposal Response for
Lease of Real Property on River Hills Road
RFP # 2010-0024

THIS IS A NEGOTIATED PROCUREMENT, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a proposer prior to an award. Proposal responses will be accepted until 2:00 PM, Tuesday, March 23, 2010.

The Board of Trustees reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of Proposals without the prior written consent of the Board of Trustees, Eanes Independent School District.

Sincerely,

Melisse DeViney
Purchasing Coordinator, Eanes ISD

I. Background

The Eanes Independent School District (“EISD” or “District”) is requesting proposals for the entry into a 50 year Contract/ Lease Agreement on EISD property to be used for the construction, management, and operation of a multi-sport complex to be developed on the EISD owned property located on River Hills Road as described as Travis Central Appraisal District Property Number 495372 (see map attached hereto as Exhibit 1).

II. Objective

The EISD is considering leasing approximately fifty (50) acres of unimproved land for the development of a multi-sport complex on a 50 year Contract/ Lease Agreement. This multi-sport complex shall be appropriate for extracurricular and co-curricular activities that will benefit the Westlake Community.

III. Scope of Services

The EISD, subject to Board approval, is prepared to enter into a 50 year Contract/Lease Agreement with the successful Proposer with the terms being negotiable, except for those standard provisions required in all EISD contracts, including but not limited to, insurance and indemnification, default and remedy clauses, non-discrimination, construction plans, and approval procedures as may be required by the District or any other governing body, assignment limitations, conflict of interest, and other conditions necessary to protect the public’s interest.

Proposers are advised that all permanent facilities constructed on EISD property become property of the District upon termination of the Contract/Lease Agreement or termination of business. The District may require (at Lessee’s expense) that some facilities/improvements be removed upon termination or cancellation of contract for any reason.

Proposers are advised that the property is being leased “as is, where is and with all faults” with any and all latent and patent defects. Proposer is fully responsible for all assessments, evaluations and certifications relating to the environmental impact, Fish and Wildlife, and Ordinances as established by the City of Austin, Texas under the Extraterritorial Jurisdiction requirements and state and local controls (Travis County). All consultants and engineers are to be approved by EISD with company and principal’s resumes as well as managing consultants contact information, to be provided as part of the response.

It is expected that infrastructure improvements will have capacity for the future development of a school on the site and in the capacity for which EISD Engineers have schematically designed for a population of 650 students. (Schematic drawing to be attached when received.)

The Contract/Lease Agreement will also require the successful Proposer to pay all costs of design, zoning, platting, surveying, permitting, construction, utility installation, and all costs to process applications or fees through any corresponding governing body, etc., as may be required. The successful Proposer will be responsible for all costs of managing and operating the facility, including but not limited to staffing, monthly bills, all repairs, property taxes, and maintenance.

IV. Proposal Requirements

Each proposal must include ALL of the following Exhibits and documentation. Each Attachment must be signed by an authorized officer of the company, partnership, or the sole proprietor as the case may be or, where applicable, by the officials of other entities, firms or institutions. Failure to sign each one may be

cause to reject the proposal. False, incomplete, or misleading information subsequently discovered by the District may be cause for disqualification of the proposal or cancellation of the contract/ lease agreement.

- A. Executive Summary: A to-scale schematic site plan, marked Exhibit A. Said plan to include a layout of the proposed facility, layout of any proposed pump or irrigation system (if required), parking lot improvements. The plan must be sufficiently detailed to enable EISD staff to determine if the Proposer has an adequate grasp of the scope of the project and all its physical layout implications. All plans must meet EISD's and the Texas Education Code's standards and specifications.
- B. Consultant Questionnaire (Attachment 1): This questionnaire is to be filled out completely; not doing so is cause for Proposal disqualification
- C. Outside Firms Used (Attachment 2): This questionnaire is to inform EISD of the firms used in preparing this response.
- D. Monthly Base Lease Amount and Lease Increments (Attachment 3): This is the Monthly Base Lease Amount and Lease Increments to be paid to the District by successful Proposer if awarded a Contract/Lease Agreement.
- E. Litigation Disclosure (Attachment 4): Completed Litigation Disclosure Form. If Proposer is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.
- F. Insurance Requirements (Attachment 5): Signed statement indicating Proposer's willingness and ability to provide insurance coverage in amounts stated herein.
- G. Indemnity Requirements (Attachment 6): Signed statement indicating Proposer's willingness to accept and comply with the indemnification provisions described herein.
- H. Conflict of Interest Questionnaire (Attachment 7)
- I. Reference Sheet and Signature Page (Attachment 8): Business References and a signed statement indicating Proposer's willingness and ability to comply with and execute a Contract/Lease Agreement.
- J. Financial Statements: Financial Statements and Letters of Intent shall be included and labeled as Exhibit B. The District reserves the right to communicate directly with any or all of the individuals or institutions that have provided these statement(s).

FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE PROPOSER'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

V. Amendments to RFP

Any amendments to this RFP will be posted on the EISD website at www.eanesisd.net/departments/business/purchasing. It is the responsibility of the Proposer to monitor this website for any amendment to this RFP.

VI. Submission of Proposals

- A. Proposer shall submit three (3) sets of detailed schematic documents for the use of defined acreage with one original signed in ink, in a sealed package, clearly marked on the front of the package "RFP # 2010-0024 - Lease of Real Property on River Hills Road". All proposals must be received in the EISD Purchasing Office no later than 2:00 PM CST, Tuesday, March 23, 2010 at the address below. Any Proposal received after this time will not be considered and will be returned unopened.

Eanes Independent School District
Attn: Purchasing Coordinator
601 Camp Craft Road

Proposals sent by facsimile or email will NOT be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½” x 11” white paper. Font size shall be no less than 12 point type. All pages shall be single spaced. Margins shall be no less than ¾” around the perimeter of each page. Each page shall be numbered. Each proposal must include the section and attachments in the sequence listed in Section IV, Proposal Requirements and each section and attachment must be indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.
- C. Proposers who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand or local “handles” will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Proposers shall provide their entity’s Taxpayer Identification Number on the signature page of the Proposal.
- D. If the entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Superintendent/Assistant Superintendent shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
- E. All provisions in the Proposer’s proposal shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire period of consideration by EISD and the term of the Contract/Lease Agreement.
- F. All proposals become the property of EISD upon receipt and will not be returned. Any information deemed to be confidential by the Proposer shall be clearly noted on the page(s) where confidential information is contained; however, the District cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Proposer may not be considered confidential under Texas law, or pursuant to a Court order.
- G. Any cost or expense incurred by the Proposer that is associated with the preparation of the Proposal, short list interview, or during any phase of the selection process, shall be borne solely by the Proposer.

VII. Restrictions on Communication: Once the RFP has been released, Proposers are prohibited from communicating with the EISD staff or individual members of the EISD Board of Trustees regarding the RFP or Proposals, with the following exceptions:

- A. Questions concerning substantive RFP issues shall be directed to the Purchasing Coordinator at mdeviney@eanesisd.net. Verbal questions and explanations are not permitted other than for general non-substantive issues or as may be described by this section and during interviews, if any. No inquires or questions will be answered if received after 5:00 PM on March 10, 2010 to allow ample time for distribution of answers and/or amendments to this RFP. Proposers wishing to receive copies of the questions and their responses must notify the District Purchasing Coordinator in writing prior to the date and time the questions are due.

- B. Proposer shall not contact District employees or individual members of the Board of Trustees, before an award has been made, except as set out herein. Violation of this provision by Proposer may lead to disqualification of its Proposal from consideration.
- C. The District reserves the right to contact any Proposer for clarification after responses are opened and/or to further negotiate with any Proposer if such is deemed desirable.
- D. Contacts by EISD staff and legal counsel for information and negotiation are permitted if initiated by EISD.

VIII. Evaluation Criteria

The District will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The District may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some, or none of the Proposers for interviews. If the District elects to conduct interviews, Proposers may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. EISD reserves the right to select one, or more , or none of the proposals.

Evaluation Criteria:

- A. Responsiveness to the Request for Proposal
 - a. Requested information included & thoroughness of response;
 - b. Understanding and acceptance of the scope of services;
 - c. Acceptance of the RFP and Contract Terms;
 - d. Clarity and conciseness of the response.
- B. Local Presence: Unless there is a desire to select a Proposer outside the local area to ensure impartiality, preference will be given to proposals that are otherwise equal to individuals and/or firms whose principal place of business is located within the Eanes ISD Boundaries.
- C. Benefits to EISD and the EISD students and residents.

IX. Award of Contract and Reservation of Rights

- A. The District reserves the right to award one, more than one or no Contract(s)/Lease Agreements in response to this RFP.
- B. The Contract/Lease Agreement, if awarded, will be awarded to the Firm(s) whose Proposal(s) is deemed most advantageous to the District, as determined by the selection committee.
- C. The District may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the District.
- D. The District reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. The District also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

- E. The District will require the selected Proposer to execute a Contract /Lease Agreement with the District no more than sixty (60) calendar days after the District provides Intent of Award. No work shall commence until the Contract/Lease Agreement document(s) is signed by EISD and Proposer(s) provide the necessary evidence of insurance as required in this RFP and the Contract/Lease Agreement. Contract/Lease Agreement documents are not binding on the District until reviewed and approved by legal counsel. In the event that parties cannot negotiate and execute a contract within the time specified, the District reserves the right to terminate negotiations with the selected Proposer and commence negotiations with another Proposer.
- F. This RFP does not commit the District to enter into a Contract/Lease Agreement, nor does it obligate the District to pay any costs incurred in preparation for submission of a proposal or in anticipation of a Contract/Lease Agreement.
- G. If selected, Proposer will be required to comply with the Insurance and Indemnity Requirements established herein.
- H. If selected, Proposer will be required to comply with all terms of the Contract/Lease Agreement established herein.
- I. Conflicts of Interest. Proposer acknowledges that it is informed that the Proposer is required to warrant and certify that it, its officers, employees and agents are neither officers nor employees of the District.
- J. Any contract/ lease agreement will be subject to all legal requirements of EISD including the right to cancel the contract/ lease if required for educational purposes.
- K. Independent Contractor. Proposer agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a Contract/Lease Agreement are and shall be deemed to be independent contractors, responsible for their respective acts or omissions, and that EISD shall in no way be responsible for Proposer's actions, and that none of the parties hereto have authority to bind the others or to hold out to third parties that it has such authority.

X. Schedule of Events

Following is a list of projected dates with respect to this RFP:

Activity	Date
RFP Solicitation Released	Friday, February 26, 2010 @ 4:00 PM
Pre-Proposal Conference	Thursday, March 4, 2010 @ 4:00 PM at the EISD Maintenance and Operations Department located at 1100 Westbank Dr, Austin Texas, 78746
Questions Deadline	March 10, 2010 @ 5:00 PM
Proposals Due	Tuesday March 23, 2010 @ 2:00 PM

XI. Additional Provisions.

A. Ownership and Licenses

In accordance with Texas Law, Proposer acknowledges and agrees that all local government records created or received in the transaction of official business or creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Chapter 441, Subchapter J of the Texas Government Code. Thus, no such local government records produced by or on behalf of the Proposer pursuant to this Contract/Lease Agreement shall be the subject of any copyright or proprietary claim by Proposers.

The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, audio or video recording, microfilm, magnetic tape, electronic medium, or any other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law including an ordinance, or in the transaction of official business.

Proposer acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by any Contract/Lease Agreement awarded pursuant to this RFP, will belong to and become the property of the District. Proposer, if awarded this Contract/Lease Agreement, will be required to turn over to the District all such records as required by said Contract/Lease Agreement. Proposer, if awarded this Contract/Lease Agreement, shall not, under any circumstances, release any records created during the course of performance of the Contract/Lease Agreement to any entity without written permission from EISD, unless required to do so by a Court of competent jurisdiction.

In accordance herein, Proposer, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

Attachment 1 – Consultant Questionnaire

General Questionnaire

1. Name/ Name of Agency/ Company: _____

2. Address: _____

3. Telephone: _____

4. Fax: _____

5. E-Mail: _____

6. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

_____ No _____ Yes, please comment: _____

7. Is your Company authorized and/or licensed to do business in Texas? _____ No _____ Yes

8. Has the Company or any of its principals been debarred or suspended from contracting with a public entity? _____ No _____ Yes

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

9. Indicate person whom EISD may contact concerning this proposal or seeing dates for meetings:
Name: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail: _____

10. Surety Information: Has the Consultant or the Company ever had a bond or surety canceled or forfeited? _____ No _____ Yes

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture: _____

11. Bankruptcy Information: Has the Company or firm ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? _____ No _____ Yes

If yes, state the date, court, jurisdiction, cause number, amounts of liabilities and amount of assets: _____

I certify that the above information is true and correct

Company Name: _____

Signature: _____ Name and Title: _____

Date: _____

Attachment 2 – Outside Firms to be used in Proposal Response

Consulting Firm:

1. Name of Agency/ Company: _____
2. Contact: _____
3. Address: _____

4. Telephone: _____
5. Fax: _____
6. E-Mail: _____

Environmental Impact Study Firm

1. Name of Agency/ Company: _____
2. Contact: _____
3. Address: _____

4. Telephone: _____
5. Fax: _____
6. E-Mail: _____

Civil Engineering Firm

1. Name of Agency/ Company: _____
2. Contact: _____
3. Address: _____

4. Telephone: _____
5. Fax: _____
6. E-Mail: _____

Attachment 3 – Proposed Monthly Lease Amounts and Lease Increments

1. Proposed Lease Payment: \$_____ per acre per year.
2. Amount of Property sought to be leased: _____ acres.
3. Proposer offers to construct the following permanent multi-sport complex and infrastructure improvements to the Property, for shared use between Proposer and EISD, with a description of any conditions on such shared use or access. (Attach separate sheet if desired)

Note: The above monthly lease rate does not include real estate taxes, property insurance, maintenance, or utility costs as identified under this Contract/Lease Agreement.

Company Name: _____

Signature: _____ Name and Title: _____

Date: _____

Attachment 4 – Felony Conviction Notice

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Senate Bill 1 passed by the State of Texas Legislators, 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 owners 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 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 disclosure is not required of a publicly-held corporation (option A).

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction had been reviewed by me and the following information furnished is true to the best of my knowledge (select one answer).

Vendor’s Name: _____

Authorized Company Officer’s Name: (please print) _____

Title: _____

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

Signature of Company Officer: _____

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

Signature of Company Officer: _____

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

Details of Conviction: _____

Signature of Company Officer: _____

Attachment 5 – Insurance Requirements

Proposer must attach a statement in its proposal indicating Proposer's willingness and ability to provide the following insurance coverages and requirements, if selected:

Prior to the commencement of the Contract/Lease Agreement awarded pursuant to this RFP, the selected Proposer shall furnish an original completed Certificate(s) of Insurance to the District which shall be clearly labeled Lease of Real Property on River Hills Road. The original Certificate(s) shall be completed by an agent authorized to bind named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to EISD. EISD shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to Attn: Purchasing Coordinator, Eanes Independent School District, and no officer or employee, other than the Superintendent, shall have authority to waive this requirement.

The District reserves the right to review these insurance requirement during the effective period of the Contract/Lease Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by the District's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Contract/Lease Agreement, but in no instance will the District allow modification whereupon the District may incur increased risk.

Proposer's financial integrity is of interest to the District, and, therefore, subject to Proposer's right to maintain reasonable deductibles in such amounts as are approved by the District. Proposer shall obtain and maintain in full force and effect, for the duration of the Contract/Lease Agreement, and any extensions thereof, at Proposer's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the District.

The District's insurance requirements include professional liability insurance in the amount of \$1,000,000 per claim per year; commercial general liability insurance in the amount of \$1,000,000 per occurrence; statutory workers' compensation coverage; employer's liability insurance in the amount of \$1,000,000 per occurrence and comprehensive automobile liability insurance in the amount of \$500,000 per occurrence.

The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto of the underwriter of any such policies. Proposer shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to the District at the address provided by the District within ten (10) days of the requested change. Proposer shall pay any costs incurred resulting from said changes.

Proposer agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name of the District and its officers, employees, volunteers and elected representatives as additional insured in respect to the operations and activities of, or on behalf of, the named insured performed under the Contract/Lease Agreement with the District, with the exception of the workers' compensation and professional liability policies.
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of EISD.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by the District, Proposer shall notify the District of such and shall give such notices not less than thirty (30) days prior to the change, if Proposer knows of said change in advance, or ten (10) days notice after the change, if the Proposer did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance.

Nothing herein contained shall be construed as limiting in any way the extent to which Proposer may be held responsible for payments of damages to persons or property resulting from Proposer's or its subcontractors' performance of the work covered under the Contract/Lease Agreement. It is agreed that Proposer's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the District for liability arising out of operations under this Contract/Lease Agreement.

Statement Acknowledging Insurance Requirements

If awarded a contract in response to this proposal, Proposer will be able and willing to comply with the insurance requirements described herein.

Company Name: _____

Signature: _____ Name and Title: _____

Date: _____

Attachment 6: Indemnification Requirements

The District shall not be required to indemnify and hold harmless the Proposer and its agents and employees.

To the fullest extent permitted by law, the Proposer shall indemnify and hold harmless the District and its agents, employees and trustees from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of property resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the District or any of its agents or employees by any employee of the Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount of type of damages, compensation or benefits payable by or for the Proposer under workers' compensation acts, disability benefits acts or other employee benefit acts.

Statement Acknowledging Indemnification Requirements

Company Name: _____

Signature: _____ Name and Title: _____

Date: _____

Attachment 7 – Conflict of Interest Questionnaire (COQ)

Texas Local Government Code requires that any person or entity who contract or seeks to contract with a government entity for the sale or purchase of property, goods, or services must submit a Conflict of Interest Questionnaire (Form CIQ) with the government entity. A Conflict of Interest Questionnaire must be filed no later than the seventh (7) business day after the date that the vendor begins contract discussions or negotiations with the District or submits to the District an application, response to a request for proposal qualification or bid, correspondence or other writing relating to a potential agreement. The vendor shall also be required to file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh (7) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filling 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

- Eanes ISD School Board of Trustees
- Jim Strickland, President
 - Paul D. Stone, Vice President
 - Mike Monnig, Secretary
 - Robert Durkee
 - Ellen Balthazar
 - Clint Sayers
 - Dr. James (Kal) Kallison
 - Nola Wellman, Ph.D. Eanes ISD Superintendent of Schools

Transaction of Business, by Purchase Order, for the sale/purchase of goods and services by the Eanes Independent School District.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

- Nola Wellman, Ph.D. Eanes ISD Superintendent of Schools

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ
Page 2

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Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the government

Date

Attachment 8 – Reference Sheet and Signature Page

1. Business References

The Proposer is to submit three (3) references that have contracted with its company to provide like products and/or services. To expedite the contract award, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for Proposal disqualification.

1. Company Name: _____

Address: _____

Contact : _____ E-Mail: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Address: _____

Contact : _____ E-Mail: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Address: _____

Contact : _____ E-Mail: _____

Phone Number: _____ Fax Number: _____

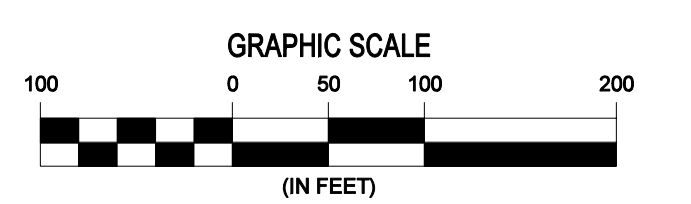
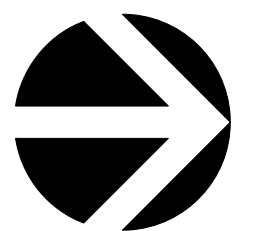
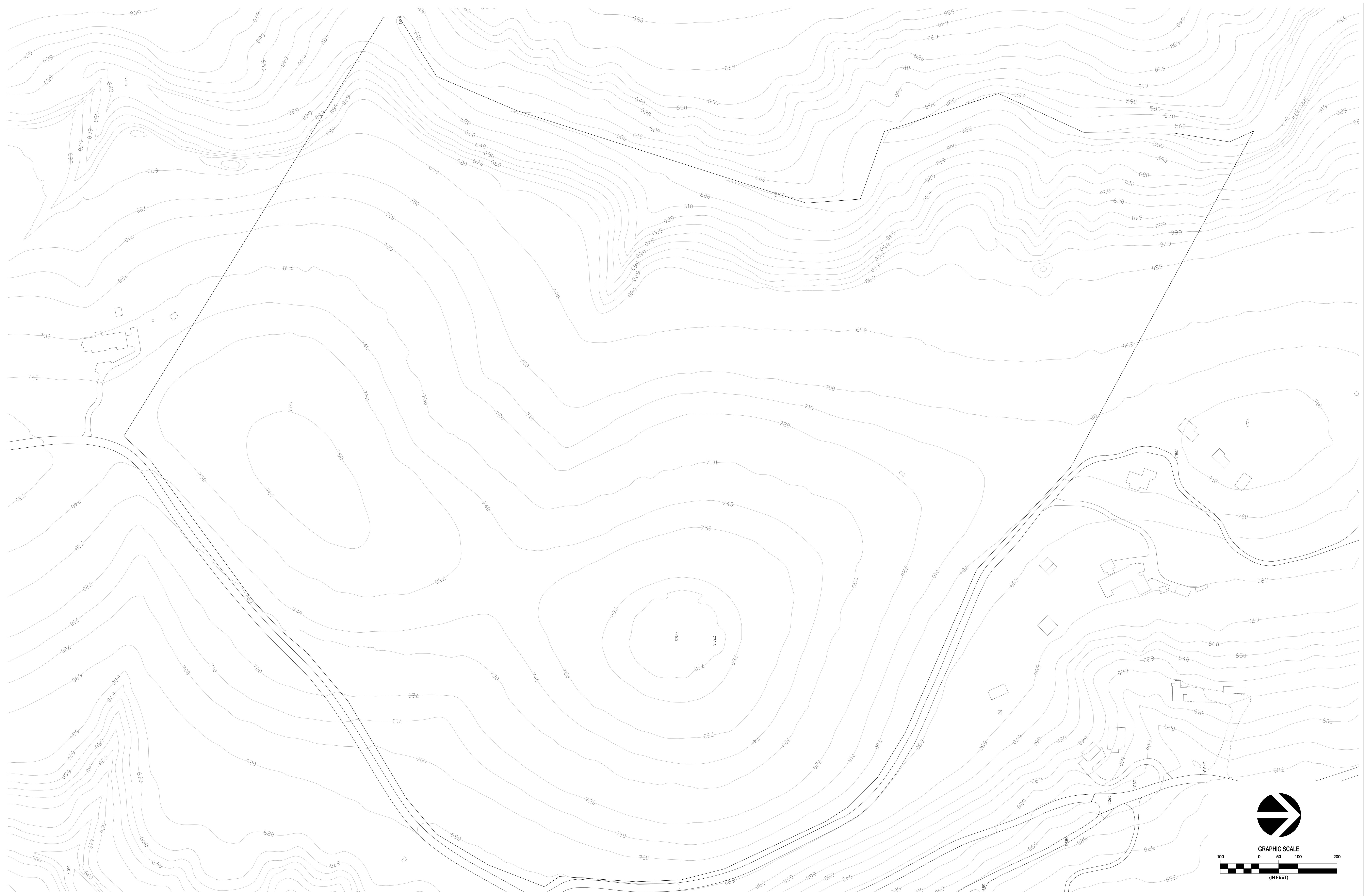
2. Proposer’s Certification

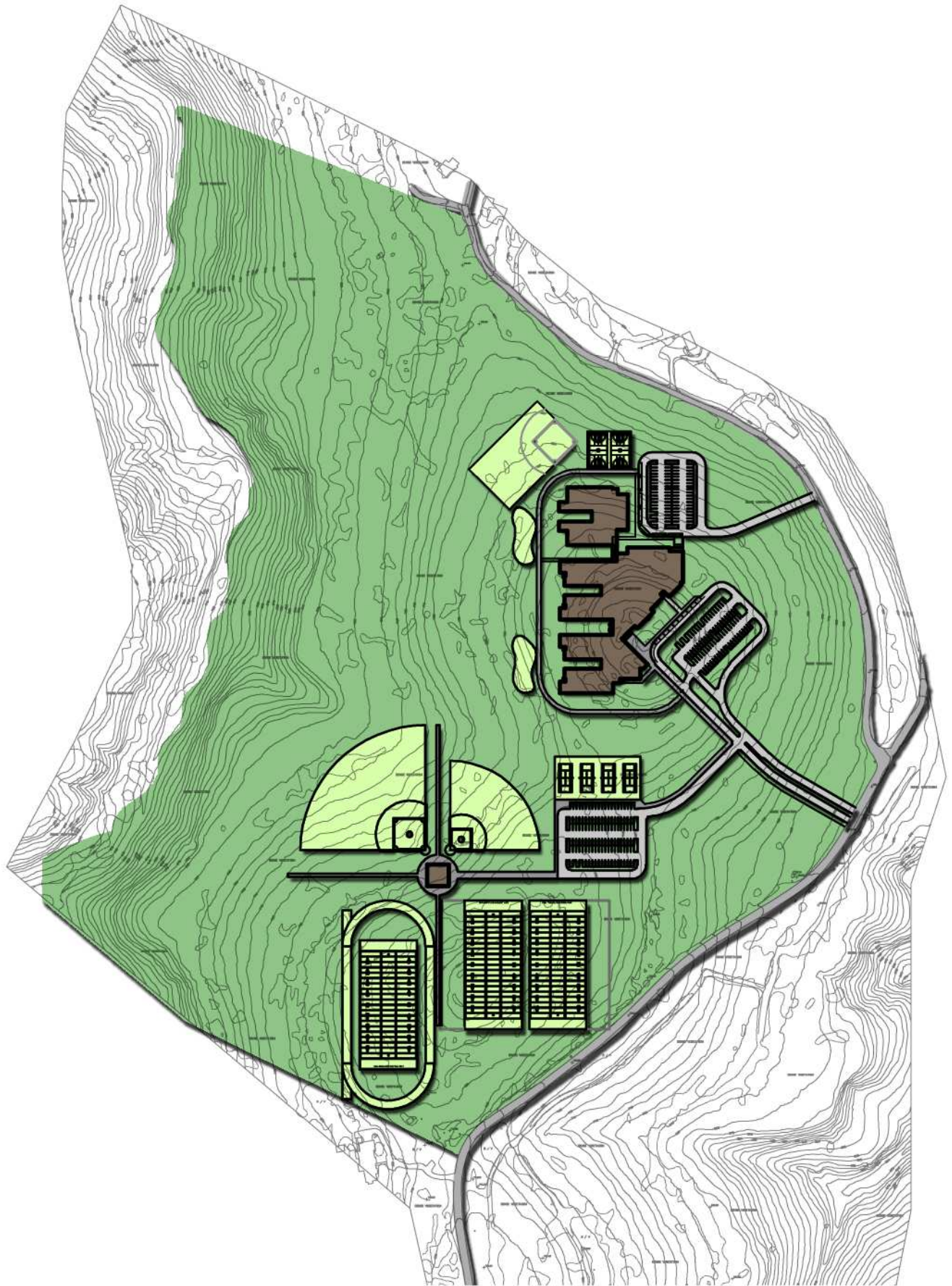
The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Proposal Solicitation, including all forms and attachments included and/or referenced herein, for the amounts(s) shown on the accompanying Proposal form(s).

Company Name: _____

Signature: _____ Name and Title: _____

Date: _____





SEPT 2007



O'Connell
Robertson

RIVER HILLS SITE

SITE CONCEPT A

