



# Seguin

exceptional students to exceptional citizens

## INDEPENDENT SCHOOL DISTRICT

### REQUEST FOR PROPOSALS

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**RFP #: 21-02**  
**HVAC SYSTEMS MAINTENANCE, EQUIPMENT, PARTS, & SERVICES**

**August 7, 2020**

As noted in Section 4 to this request for proposals ("RFP"), the SEGUIN ISD ("District") is accepting proposals for this RFP by mail at the following address:

SEGUIN ISD  
PURCHASING DEPARTMENT  
1221 E. KINGSBURY ST.  
SEGUIN, TX 78155

The RFP package may be found in its entirety on the Seguin ISD website using the link below:  
<http://www.seguin.k12.tx.us/page/business.bids>.

Proposals for RFP#: 21-02 HVAC Systems Maintenance, Equipment, Parts, & Services will be accepted until the closing on June 30, 2023 at 2:00 PM at the following address: SEGUIN ISD ADMINISTRATION OFFICE, 1221 E. KINGSBURY ST., SEGUIN, TX 78155. Consistent with Education Code §44.031(b) and applicable state rules, this is an ongoing RFP and, as proposals are received and on a periodic basis, the District will open, evaluate and either accept or reject the proposal(s), based on the RFP's criteria, and issue awards to multiple vendors throughout the open period of this solicitation.

Consistent with Texas Government Code §552.104, proposals are not public information until a recommendation has been made to and accepted by the District's Board of Trustees.

Proposal envelopes must be clearly marked with the RFP identification number and title and addressed as indicated above. Purchasing Department staff are not authorized to open, and may return, improperly marked or unmarked submissions.

Respondents are solely responsible for submitting a proposal responsive to this RFP's requirements to the above mailing address within the specified time. **The District may reject any proposal failing to meet this RFP's requirements.** The District reserves the right to accept or reject any or all proposals in the best interest of the District and to waive any formalities or irregularities in the RFP process.

Contact: JENNIFER RASKE, EMAIL: JRASKE@SEGUIN.K12.TX.US

## Sec. 1. GENERAL INFORMATION.

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### Sec. 1.1. PURPOSE.

The purpose of this Request for Proposal (RFP) is to solicit proposals for HVAC Systems Maintenance, Equipment, Parts, & Services. This RFP sets forth the instructions for submitting proposals, the specifications that must be addressed in a responsive proposal, the procedure and criteria by which a proposer may be selected and the contractual terms by which SEGUIN ISD ("District") intends to govern the relationship between itself and the selected vendor.

### Sec. 1.2. SCOPE.

Details are included in Section 4 of this RFP.

### Sec. 1.3. EVALUATION CRITERIA.

Proposals will be evaluated on criteria deemed to be in the District's best interest as follows:

- (a) whether all required documents were completed and submitted;
- (b) the purchase price;
- (c) the quality and reputation of the vendor and the vendor's goods or services;
- (d) the extent to which the goods or services meet the District's needs.

### Sec. 1.4. INCURRED COSTS.

The District is not liable for any costs incurred by a proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

### Sec. 1.5. SELECTION OF VENDOR.

All proposals shall be opened, evaluated, and either accepted or rejected by the District throughout the open period of this RFP. A formal opening will not be held and prices will not be read. The District intends to award this RFP to multiple proposers provided they offer the best value to the District, based upon the evaluation of proposals. This solicitation will not preclude the District from transacting with vendors awarded through any of the purchasing cooperatives in which the District participates. Proposals will be taken to the board as needed, but not more than monthly, throughout the open period of solicitation. A contract or letter agreement for this RFP may be executed with a successful proposer(s) as a result of this process and the successful proposer(s) agrees that fulfillment of the award under this RFP is conditioned on agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract. This contract will be effective until the closing of the bid on June 30, 2023 and for one (1) year thereafter.

## Sec. 2. STANDARD TERMS AND CONDITIONS.

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Sec. 2.1. APPLICABILITY. The terms and conditions set forth in this section apply to this RFP and form a part of the contract documents and are part of the terms of each purchase order for goods and/or services included in this RFP.

Sec. 2.2. RFP SUBMISSION: Proposal must be submitted utilizing this document only and must reach the SEGUIN ISD Purchasing Department on or before the hour on the date specified. Late submittals may be returned unopened. Faxed or emailed proposals will not be accepted.

Sec. 2.3. ONLY SEALED PROPOSALS ARE ACCEPTABLE. Proposals that are submitted by any other medium, including electronic mail or facsimile, will not be accepted by the District since other mediums do not provide the delivery of a sealed proposal.

Sec. 2.4. REJECTION/AWARD: The District reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the District and to waive any or all formalities in the procurement process.

Sec. 2.5. FINALITY AND PROPOSAL ERRORS: All submitted responses shall be deemed final, conclusive and irrevocable, and no offer shall be subject to correction or amendment for errors or miscalculations by the Proposer. Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn or amended until the date and time due, at which time they become the sole property of the District. Request for withdrawal of proposal is allowed based on proof of mechanical error: however, proposer may be removed from consideration or from any approved vendor list.

Sec. 2.6. SUPPLEMENTAL INFORMATION: All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.

Sec. 2.7. PURCHASE ORDER REQUIRED. Orders may be submitted by telephone, fax, email, or mail. No valid orders will be submitted without a District approved purchase order number. Any additional agreements/contracts to be signed by the District shall be included with the proposal.

Sec. 2.8. INVOICE. To receive payment for goods provided and/or services rendered, the proposer must submit a separate invoice, in duplicate, for each purchase order that meets the following:

- (a) addressed to: SEGUIN ISD, ATTN.: Accounts Payable Department, 1221 E. KINGSBURY ST., SEGUIN, TX 78155
- (b) states the correct purchase order number issued by the District; and
- (c) itemizes only the services/products that have been delivered and received.

Discounts will be taken from the date of receipt of goods or receipt of invoice, whichever is later. As pertains to this contract, the date of payment will be considered the date payment is mailed. If no discount is offered or accepted, payment terms will be net thirty (30) days.

Sec. 2.9. TAXES. The District is exempt from all applicable Federal and State Tax. Tax-exempt information will be furnished upon request. Please contact JENNIFER RASKE, PURCHASING SPECIALIST at JRASKE@SEGUIN.K12.TX.US.

Sec. 2.10. USE OF BRAND NAMES: The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the District will consider the proposal to be as specified. Illustrations and complete description must be included with the proposal if the proposal states other than specified.

Sec. 2.11. WARRANTY CONDITIONS. All equipment, materials, supplies and/or other personal property shall be considered manufacturer's minimum standard warranty unless otherwise agreed in writing. Proposer shall be an authorized dealer, distributor or manufacturer of the product.

Sec. 2.12. UNDUE INFLUENCE: In order to ensure the integrity of the selection process, proposer's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the proposer's response, directly or indirectly, through any contact with District board members or other District officials from the date this solicitation is released until the award of a contract by the District's Board of Trustees.

Sec. 2.13. PAYMENT TERMS: Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by the District, payment terms shall be Net thirty (30) days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

Sec. 2.14. CONTRACTUAL RELATIONSHIP: Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligation or liabilities if the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.

Sec. 2.15. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE. Termination of the agreement arising from this RFP under this paragraph is to be considered Termination for Non-Appropriation of Funds. The District shall have the continuing right to terminate any agreement arising from this RFP at the end of each fiscal year or end of the special revenue fund or grant during the term of the agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the District incurring any liability to Contractor as a result of such termination, including early termination charges. If the District terminates this Agreement pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to the District through termination date but shall not be entitled to any early termination charges.

Sec. 2.16. ENFORCEMENT. It is acknowledged and agreed that Contractor's services to the District are unique, which gives Contractor a peculiar value to the District and for the loss of which the District cannot be reasonably or adequately compensated in damages. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause the District irreparable injury and damage. Contractor therefore expressly agrees that the District shall be entitled to injunctive and/or other equitable relief in any court of competent

jurisdiction to prevent or otherwise restrain a breach of an agreement arising from this RFP, but only if the District is not in breach of any such agreement.

Sec. 2.17. GOVERNMENTAL IMMUNITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN AN AGREEMENT ARISING FROM THIS RFP SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO DISTRICT UNDER APPLICABLE LAW.

Sec. 2.18. LIMITATIONS. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE DISTRICT (A GOVERNMENTAL AND PUBLIC ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON THE DISTRICT'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE SCHOOL EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Sec. 2.19. GRATUITIES: The District may, by written notice to the Contractor, cancel any agreement without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

Sec. 2.20. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the District. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Sec. 2.21. WAIVER: No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Sec. 2.22. MODIFICATIONS: The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.

Sec. 2.23. INTERPRETATION OF EVIDENCE: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the

Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

Sec. 2.24. APPLICABLE LAW: This contract shall be governed by the policies of the District's Board of Trustees, the laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The District's Board Policies can be accessed at <https://pol.tasb.org/Home/Index/550>.

Sec. 2.25. ADVERTISING: Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

Sec. 2.26. LEGAL VENUE: Both parties agree that venue for any litigation arising from the contract shall lie in GUADALUPE County, Texas.

Sec. 2.27. FUND AVAILABILITY: Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the District's Board of Trustees or otherwise not made available to the District.

Sec. 2.28. TERMINATION: The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this RFP with thirty (30) days written notice upon default by the vendor, for delay or nonperformance by the vendor, or if it is deemed in the best interest of the District, for convenience.

Sec. 2.29. RECORD KEEPING: The District, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representative must have access to any books, documents, papers, and records of the successful proposer that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

Sec. 2.30. DEBARMENT AND SUSPENSION: Neither the vendor nor any of its officers, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

Sec. 2.31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: The vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the successful proposer and the District belongs to the District as work-for-hire and all rights are reserved by the District and/or the federal government in accordance with applicable federal law.

Sec. 2.32. INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT: Pursuant to Texas Family Code § 231.006(d), regarding child support, the vendor certifies that the vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful proposer and the District may be terminated and payment may be withheld if this certification is inaccurate.

### Sec. 3. SPECIFIC TERMS AND CONDITIONS.

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#### Sec. 3.1. EQUAL OPPORTUNITY.

In the execution of the contract, the successful proposer agrees, consistent with the District's policy, not to discriminate on the basis of race, color, religion, sex, gender, national origin, age, disability, veteran's status, or any other basis protected by law.

Additionally, except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### Sec. 3.2. INSURANCE

The successful bidder will carry and maintain Workers' Compensation, General Liability, and Fidelity Bonding insurance. A Certificate of Insurance (or a notarized copy of said certificate) will be furnished with the proposal as Form G.

#### Sec. 3.3. BACKGROUND CHECK.

The successful proposer must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to undertake a criminal history background check on all persons that are assigned to work at the District and that will have continuing duties related to the provision of goods and/or services and who has or will have direct contact with students. Any expenses associated with the background checks shall be borne by the successful proposer. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the successful proposer who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the District. The successful proposer shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to the District for inspection and review during normal business hours of the successful proposer and upon the request of the District or governmental authorities.

If an employee, representative, and/or agent of the successful proposer is determined to be ineligible to work at a Texas public school, such employee, representative, and/or agent shall not be eligible to provide services to the District. The District reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the District pursuant to Texas law.

#### Sec. 3.4. STUDENT INFORMATION.

Proposer acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by the School, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936. The District may determine that the successful proposer has a

legitimate educational interest in the educational records, as that term is defined under FERPA, of the District's students, and the successful proposer is an agent of the District solely for the purpose of providing services to the District. The selected proposer and the selected proposer's personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between the District and the successful proposer. Upon the termination of any agreement between the District and the successful proposer, the successful proposer will return to the District all student records, documentation, and other items that were used, created, or controlled by the successful proposer.

Sec. 3.5. INTELLECTUAL PROPERTY.

Proposer acknowledges that, in connection with this RFP, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to the District. For purposes of this RFP, "Confidential Information" shall include but not be limited to:

- (a) Information relating to the District's financial, regulatory, personnel, or operational matters;
- (b) Information relating to the District's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners;
- (c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs;
- (d) Contracts, product plans, sales and marketing plans, and business plans; and
- (e) All information not generally known outside of the District's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from the District or its agents.

The term "Confidential Information" does not include the following:

- (a) Information available to the public through no wrongful act of the receiving party;
- (b) Information that has been published; and
- (c) Information required in response to subpoena, court order, court ruling, or by law.

Proposer agrees that it will not, at any time during or after termination of this RFP or any contract between the successful bidder and the District, use or disclose any confidential information or trade secrets of the District to any person or entity for any purpose whatsoever without the prior written consent of the District, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

Proposer agrees to release to the District all records and supporting documentation related to the services provided under this RFP or any contract between the successful proposer and the District upon completion of the services and/or termination of the contract.



## Sec. 4. SPECIFICATIONS.

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### Sec. 4.1. OVERVIEW.

The District seeks proposals from qualified companies to provide HVAC Systems Maintenance, Equipment, Parts, & Services as specified in Form C “Cost Proposal”. The District intends to award one or multiple contracts to a vendor(s) to provide these goods and services. Emphasis will be placed on identifying vendors with a broad inventory of parts and the ability to acquire needed parts quickly. This solicitation will not preclude the District from transacting with vendors awarded through any of the purchasing cooperatives in which the District participates.

### Sec. 4.2. GENERAL INFORMATION.

The District provides a comprehensive range of school programs and services, as contemplated by state statute, and for 2019 had approximate enrollment of 7,400 students in grades pre-kindergarten through 12. The District has 13 campuses, including one pre-kindergarten, seven elementary schools (grades k-5); two middle schools (grades 6-8); one traditional 5-A high school (grades 9-12); one non-traditional high school learning center (grades 9-12); and one disciplinary alternative campus (grades 2-12).

This solicitation requests that the respondent provide HVAC Systems Maintenance, Equipment, Parts, & Services for all campus and department locations for the Seguin Independent School District. This solicitation is intended to address the maintenance and repair of District HVAC systems **NOT ASSOCIATED WITH CONSTRUCTION WORK OR PROJECTS**. Respondents should provide a complete proposal of services as indicated in Form C “Cost Proposal”.

### Sec. 4.3. MINIMUM QUALIFICATIONS.

To be considered for this RFP, proposers shall meet the following qualifications:

- (a) The proposer, its subcontractor or its key personnel must have a minimum of five (5) years' experience providing HVAC Systems Maintenance, Equipment, Parts, & Services.
- (b) The proposer, its subcontractor or its key personnel must have worked on at least three (3) comparable commercial accounts.
- (c) The proposer must have a retail or warehouse location(s) within a fifty-mile radius from the District facility located at 1221 E. KINGSBURY ST., SEGUIN, TX 78155 to accommodate District service needs.

### Sec. 4.4. PARTS.

Proposers shall provide Original Equipment Manufacturer (OEM) replacement parts that are in new condition unless written authorization has been provided by the designated Maintenance Department representative authorizing the use of other than OEM parts to include used, salvaged, rebuilt, or non-OEM replacement parts.

Sec. 4.5. WARRANTY.

Proposers shall warrant labor and new parts for a minimum of 90 calendar days. Additionally, the manufacturer's standard warranty shall also apply.

## Sec. 5. REQUIRED PROPOSAL CONTENT AND SUBMISSION.

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**Instructions to proposer:** Proposer must submit information responsive to the requirements and specifications set forth on Form C. To the degree appropriate, proposer must identify and describe any deviations and exceptions to the terms, conditions, specifications, or other requirements of the request for proposals (“RFP”).

Proposer must submit a single unbound original of the required forms of this RFP in the order indicated on Form B. Proposer must submit the original proposal in a sealed envelope, or other appropriate package adequate to conceal and contain the contents prior to the due date and time noted below, clearly marked with the RFP identification number and title and addressed as follows:

SEGUIN ISD  
ATTN.: Purchasing Department  
RFP #: 21-02, HVAC Systems Maintenance, Equipment, Parts, &  
Services  
1221 E. KINGSBURY ST.  
SEGUIN, TX 78155

Proposals for RFP #: 21-02, HVAC Systems Maintenance, Equipment, Parts, & Services will be accepted until the closing on June 30, 2023 at 2:00 PM at the following address: SEGUIN ISD ADMINISTRATION OFFICE, 1221 E. KINGSBURY ST., SEGUIN, TX 78155.

## Sec. 6. REQUIRED FORMS.

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**Instructions to proposer:** The forms included in this section must be completed legibly, either handwritten or typed. Where required, a duly authorized representative must initial and sign forms in blue ink. Failure to complete the forms pursuant to this and other instructions will disqualify the proposal.

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# Seguin

exceptional students to exceptional citizens

## INDEPENDENT SCHOOL DISTRICT

Form A: COVER SHEET.

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### PROPOSAL TO SEGUIN ISD

**RFP #:** 21-02, HVAC Systems Maintenance, Equipment, Parts, & Services

**Instructions to proposer:** This form must be completed legibly, either handwritten or typed. A duly authorized representative must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

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

Company Website: \_\_\_\_\_

Company Address: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

I certify that I am a duly authorized representative of the company identified on this form and, pursuant to said authorization, hereby submit a proposal for the request for proposals (RFP) identified above. I acknowledge that the company is solely responsible for accurately and completely preparing and submitting a timely and responsive proposal and for clarifying, in writing, any RFP requirement. I also acknowledge that SEGUIN ISD (the "District") is not responsible for accurately and completely preparing and submitting a timely and responsive proposal and, therefore, shall not take any action to this effect. In preparing the proposal, I hereby represent that none of the RFP content was altered in any respect and that, should the contrary be found to be true, the proposal shall be disqualified and removed from further consideration. I attest that the company's proposal fully conforms to the instructions and requirements set forth in the request for proposals, including the date and time by when, and no later, a responsive proposal shall be filed. Lastly, I also stipulate that the company's proposal shall provide the goods and/or services as set forth thereon and in accordance with the terms and provisions published in the above identified RFP, unless modifications or alterations are clearly identified in the proposal submitted and are accepted, in writing, by the District.

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Signature of Authorized Representative

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Date Signed

Form B: CHECKLIST.

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**Instruction to proposer:** Proposer should use this checklist to ensure that all required forms are included in the proposal in the order indicated hereon.

| Required Form Included   | Required Order | Required Forms   | Initials and/or Signature Required |
|--------------------------|----------------|--|------------------------------------|
| <input type="checkbox"/> | 1              | Form A: Cover Sheet.   | Yes                                |
| <input type="checkbox"/> | 2              | Form B: Checklist.   |                                    |
| <input type="checkbox"/> | 3              | Form C: Proposal.  | Yes                                |
| <input type="checkbox"/> | 4              | Form D: Deviations and Exceptions.   | Yes                                |
| <input type="checkbox"/> | 5              | Form E: Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying. | Yes                                |
| <input type="checkbox"/> | 6              | Form F: Conflict of Interest Questionnaire                                       | Yes                                |
| <input type="checkbox"/> | 7              | Form G: Certificate of Insurance   | Yes                                |
| <input type="checkbox"/> | 8              | Form H: Child Support Certification  | Yes                                |
| <input type="checkbox"/> | 9              | Form I: House Bill 89 Verification   | Yes                                |
| <input type="checkbox"/> | 10             | Form J: Senate Bill 252 Verification   | Yes                                |
| <input type="checkbox"/> | 11             | Form K: IRS Form W-9.  | Yes                                |

Form C: PROPOSAL.

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**Instructions to proposer:** This form, and the responsive information solicited hereon, must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must initial and sign this form in blue ink. Failure to complete this form and to provide the requisite information pursuant to this and other instruction shall disqualify the proposal.

I, the undersigned agent for \_\_\_\_\_ (“Proposer”), certify that Proposer:

- (1) Carefully examined the all sections of the request for proposals (RFP), including the Notice, General Information, Standard Terms and Conditions, and the Specific Terms and Conditions;
- (2) Hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, conditions, and specifications at the prices quoted;
- (3) Affirms that, to the best of Proposer’s knowledge, the proposal was prepared independently and submitted without colluding with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this RFP;
- (4) Understands that SEGUIN ISD (the “District”) reserves the right to accept or reject any or all proposals and alternates and waive all irregularities;
- (5) Agrees that this proposal shall be completed within the time frame set forth and at no additional cost to the District for unexpected or unforeseen circumstances;
- (6) Represents that Proposer is not indebted to the District, as this shall be basis for having its proposal disqualified and removed from further consideration; and

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

**Form C: Cost Proposal.**

**Instructions to proposer:** This section, and the responsive information solicited hereon, must be completed legibly, either handwritten or typed. Failure to complete this form and to provide the requisite information pursuant to this and other instruction shall disqualify the proposal. Please clearly indicate the specific type(s) of services and associated costs that your company is qualified to provide. The cost proposal should include but is not limited to discounts on identified parts and supplies, labor costs, and any other information as applicable. Cost proposals may be attached in response to the information provided below:







Form E: AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING.

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**Instructions to proposer:** This form must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

I, the undersigned agent for \_\_\_\_\_ (“Proposer”), certify that I am fully informed regarding the accuracy of the following statements to which I attest to on this form and that the penalties herein are applicable to the company as well as to any person signing on behalf of the company.

- (1) Neither the company nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer to receive any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) No attempt has been or will be made by this company’s officers, employees, or agents to lobby, directly or indirectly, the SEGUIN ISD (the “District”) Board of Trustees (the “Board”) between proposal submission date and award by the District Board.
- (3) No company officer or stockholder is a member of the staff, or related to any employee of the District except as noted herein below:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

Form F: CONFLICT OF INTEREST QUESTIONNAIRE.

---

**Instructions to proposer:** The Texas Ethics Commission Form CIQ, Conflict of Interest Questionnaire that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified on Form A, must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

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## CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor doing business with local governmental entity**

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
 Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

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

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

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

Form G: CERTIFICATE OF INSURANCE.

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**Instructions to proposer:** The Proposer must attach behind this form cover sheet a Certificate of Insurance (or a notarized copy of same) demonstrating that it has and maintains Workers' Compensation, General Liability, and Fidelity Bonding insurance. Failure to provide this proof pursuant to this and other instruction shall disqualify the proposal.

Note: Please see attached addendum.

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Form H: CHILD SUPPORT CERTIFICATION.

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**Instructions to proposer:** The Texas Health and Human Services Commission Form 1903, Child Support Certification, which follows this page must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified on Form A, must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

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**State of Texas  
 Health & Human Services Commission  
 Child Support Certification**

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

| Name  | Social Security # |
|-------|-------------------|
| _____ | _____             |
| _____ | _____             |
| _____ | _____             |
| _____ | _____             |

III.

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Form I: HOUSE BILL 89 VERIFICATION.

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**Instructions to proposer:** This form must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

Pursuant to House Bill 89 of the 85th Texas Legislature (Regular Session), SEGUIN ISD (the "District") is prohibited from contracting with a company for goods or services unless the District obtains a verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

As set forth in Texas Government Code Section 2270.001(1), "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I, the undersigned agent for \_\_\_\_\_ ("Proposer"), certify that Proposer:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract with the District.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

Form J: SENATE BILL 252 VERIFICATION.

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**Instructions to proposer:** This form must be completed legibly, either handwritten or typed. The duly authorized representative identified on Form A must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

Pursuant to Senate Bill 252 of the 85th Texas Legislature (Regular Session), SEGUIN ISD (the "District") is prohibited from contracting with a company that is identified on a list prepared, maintained and made available by the Texas Comptroller of Public Accounts because the company is known to have contracts with or provide supplies or services to a foreign terrorist organization. Accordingly, the District shall not contract with companies engaged in active business operations with Sudan, Iran, or a foreign terrorist organization, as designated by the United States secretary of state pursuant to Section 1189 of Title 8 of the United States Code.

I, the undersigned agent for \_\_\_\_\_ ("Proposer"), certify that Proposer is not identified on the list published by the Texas Comptroller of Public Accounts of companies with scrutinized business operations with Sudan, Iran or a foreign terrorist organization(s).

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Signature of Authorized Representative

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Date Signed

(The rest of this page was intentionally left blank.)

Form K: IRS FORM W-9.

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**Instructions to proposer:** The U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified on Form A, must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

(The rest of this page was intentionally left blank.)

