Request for Qualification

RFQ #25-072201AS

Professional Services for Construction

Date	Event
July 19/July27 &Aug 3	Issue Date/Advertise in Hays Free Press
August 4, 2022	Due Date for Questions by 12:00pm CST
August 10, 2022	**RFQ Closing/Due Date at 2:00pm CST**

- Questions regarding this bid must be submitted via e-mail to the proposal contact listed below. E-mail subject line should read: **Question—Bid # 25-072201AS Professional Services for Construction.**

- Proposals must have a cover page with vendor's name and contact information

- Proposals must be submitted to **Hays Consolidated Purchasing Department—Anston Shockley, 21003 IH 35, Kyle, TX 78640. e-mail will not be accepted.**

- Proposals must be received on or before the opening time and date noted above.

Proposal Contact:

Anston Shockley, SSYBC

Buyer

512.268.2141 ext. 46035

Anston.shockley@hayscisd.net

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Professional Services for Construction
RFP #25-072201AS
OPENING 08-10-2022 @ 2:00 P.M

1. **SCOPE**

1.1. Hays Consolidated Independent School District (HCISD) invites your firm to submit qualifications for Professional Services related to Construction and Facility Maintenance. The District is conducting a qualifications and proposal-based selection process to establish a pool of Professional Service providers. Services can include but are not limited to the following: ***Structural Engineering, Civil Engineering, Mechanical Engineering, Geotechnical Engineering, Material Testing, Surveying, Commissioning, Test and Balance, and other professional services deemed appropriate for this request.***

1.2. HCISD will accept responses either by mail or hand carried until **2:00 p.m., August 10, 2022** received after the opening date and time will not be accepted and will be returned unopened to vendor. One (1) clearly defined original and two (2) clearly defined copies (one of which is in electronic format - flash drive) of the response are required for evaluation purposes. Electronic copy must be in a Microsoft Office format (i.e. Word, Excel) or a searchable PDF document. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company's name, return address, the RFQ number and opening date and time, and addressed to: Hays Consolidated Independent School District, PURCHASING DEPARTMENT, Valerie Littrell, 21003 IH 35, Kyle, TX 78640.

2. **SUBMITTALS**
2.1. **In order to select the firm best qualified for Hays CISD the prospective Consultant shall complete and return the Statement of Qualifications Questionnaire (Attachment B) with their proposal response for consideration**
2.2. Please clearly list within your response the specific Professional Service area(s) that your firm can facilitate **Reference: (Attachment B – Statement of Qualifications Questionnaire #2)**

3. **CONTRACT PERIOD**

3.1. Initial contract period shall be for one year from the date of award.

4. **OPTION TO RENEW**

4.1. HCISD may, at its option and with the approval of the contractor, extend the period of this agreement up to four (4) additional one-year periods. This extension would contain all terms and conditions and rates of the original contract, contingent upon availability of funds. The Contractor shall be notified in writing by the Buyer of HCISD's intention to extend the contract period at least thirty (30) days prior to expiration of the original contract period.

5. **PRICE ADJUSTMENTS IN RENEWAL PERIODS**

5.1. Consumer Price Index: Price adjustments may be authorized for line items based upon the latest version of the Consumer Price Index (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

5.1.1. Methodology: Price adjustments for line items shall be calculated by applying the simple percentage method to the CPI data. This method is defined as dividing the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment) by the index value of base period (final published data of the CPI for the base period (date of award), then multiplying the sum by the base price (price at the time of award). Formula is as follows:

Index value at		price at		adjusted
Time of Calculation	X	time of award	=	price
Index value of Base period				

4.2. Price Increases: Vendor may request a price increase in accordance with the methodology outlined in item 4.1.1 after twelve (12) months from the date of award. Subsequent increases may be requested twelve (12) months from the date of the previously approved price increases.

4.3. To request a price increase the vendor must submit a letter stating the amount of the increase by line item. The letter must illustrate the methodology as outlined in this section by stating the index value of base period, index value at time of calculation, base price, adjusted price, actual dollar

4.4 difference, and percentage of the price increase. The letter must be sent to Valerie Littrell, Buyer, HCISD, 21003 IH 35, Kyle, TX 78640.

4.5 If the Buyer approves the price increase, she shall notify the Vendor in writing; no price increase will be effective until the Vendor receives this notice. If the Buyer does not approve the price increase, the Vendor may terminate its performance under the agreement upon sixty (60) days advance written notice to the HCISD Buyer. Termination of performance is the Vendor's only remedy if the HCISD Buyer does not approve the price increase.

4.6 If at any time after approving the price increase, the HCISD Buyer determines that HCISD can obtain the same item at a lower price from a different source without violating the State Purchasing law, HCISD may then purchase the item from the lower price source without any obligation to the Vendor.

5 **METHODS OF PROCUREMENT:** Bidder to indicate acceptable methods of procurement.

Method	**Yes**	**No**
Separate Purchase Orders	☐	☐
Blanket Purchase Orders	☐	☐
Procurement (Credit) Cards	☐	☐
District Check	☐	☐

6 **INDEMNIFICATION:** The contractor shall save and keep harmless and indemnify HCISD against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Vendor.

7 **INSURANCE:**

7.1. General public liability insurance covering all duties, services, or work to be performed under the contract; **for contracts up to $500,000,** insurance shall provide limits of $500,000 each occurrence, $500,000 products/completed operations aggregate, $500,000 personal injury liability, $50,000 property damage liability, $5,000 medical payments coverage, $1,000,000 policy aggregate.

Required automobile liability insurance $250,000 per person, $500,000 per accident for bodily injury, and $100,000 per accident for property damage.

The contractor must also maintain Worker's Compensation insurance providing the statutory benefits for the State of Texas and employer's liability in the amount of $500,000 for each person, $500,000 in the aggregate and $500,000 for each person for occupational disease.

Hays Consolidated Independent School District shall have no responsibility of liability for such insurance coverage.

Vendors must provide proof of insurability with the response. Acceptable proof of insurability will be a certificate of insurance or a letter from the insurance carrier (not the insurance agent). The awarded vendor must provide a certificate of insurance compliance within 15 calendar days after notification of the award.

Each policy of required insurance shall provide for 30 days notice of cancellation to Hays Consolidated Independent School District and shall name its Board of Trustees as additional insured and include the following provision:

"It is a condition of this policy that the insurance carrier shall furnish written notice to the HCISD Purchasing Department Office, 21003 IH 35, Kyle, TX 78640, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy."

8. **TERMINATION**

8.1. **FOR DEFAULT:** The performance of work under the contract may be terminated by HCISD in accordance with this clause, in whole or in part, in writing, whenever HCISD shall have determined that the Vendor has failed to meet the performance requirements of the contract. HCISD has the right to terminate for default if the Vendor fails to make delivery of the goods or perform the work, or if the Vendor fails to perform the work within the time specified in the contract, or if the Vendor fails to perform any other provisions of the contract.

8.2. **FOR CONVENIENCE**: HCISD may terminate the contract at its convenience with thirty (30) day advance written notice to the Vendor. In the event of such a termination by HCISD, HCISD shall be liable for the payment of all approved work performed prior to the termination.

8.3. In the event of termination, HCISD reserves the right to re-award this contract to the next low responsive bidder.

9. **BOND REQUIREMENTS**

9.1. Performance bond in the amount of the contract is required in the event that the contract is in excess of $100,000.

9.2. Payment bond in the amount of the contract is required in the event that the contract is in excess of $25,000.

10. **GENERAL TERMS AND CONDITIONS**

10.1. Inquiries and requests for information affecting the RFQ must be in writing and shall be directed to Anston Shockley via email (anston.shockley@hayscisd.net). **To provide HCISD sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by 08-02-2022 by 12:00pm. CST.** Contact with HCISD personnel other than Anston Shockley or his designee regarding this solicitation may be reason for elimination from the selection process. Any prospective respondent detecting a conflict or ambiguity in the RFQ should notify the Buyer, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum. If HCISD believes that clarification is necessary or proper, a clarifying addendum will be distributed to all prospective vendors. HCISD will not be bound by any oral or other informal explanation of the requirements of the RFQ documents.

10.2. Provide detailed explanations of any variances or exceptions the respondent has with any requirement or term specified in this RFQ and thoroughly explain any alternate service offered.

10.3. Delivery dates – Bidders must specify the projected delivery date as part of the RFQ response. Delivery of supplies must be in compliance with the Bid specifications.

10.4. HCISD is not responsible for any costs incurred by the Vendor for the preparation or distribution of the RFQ.

10.5. Bidders or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the respondent's own risk.

10.6. **PROPRIETARY INFORMATION**: Proprietary information if any submitted to HCISD in response to this RFQ should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.

10.7. HCISD reserves the right to negotiate all elements, which comprise the Respondent's offer to ensure the best possible consideration, be afforded to all concerned and to reject any and all offers and to re-solicit for offers in such an event.

10.8. **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance**

11.8.1 A. *Membership*. Hays CISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

11.8.2 B. *Adoption of Awarded Contracts*. In support of this collaborative effort, all awards made by Hays CISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to

accommodate the adopting district's needs, as long as such modifications are directly related in nature to the original contract.

11.8.3 C. *Document Sharing between Members.* To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.

11.8.4 D. *Adopted Contract Management*. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

11.9 **Assignment**: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of HCISD.

11.10 **Disclosure of Criminal Histories:** Pursuant to Texas Education Code Section 22.083, as passed during the 80th(R) Texas Legislative Session as Senate Bill No. 9, individuals that come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. "National criminal history record information" means criminal history record information obtained from the Texas Department of Education under Subchapter F, Chapter 411, of the Texas Government Code (TGC), and from the Federal Bureau of Investigation under Section 411.087, TGC.

11.11 Prior to commencement of any work under this Contract, the Contractor shall provide HCISD with a list of all Contractor employees and subcontractor employees who have been arrested for, convicted of, or received deferred adjudication for any criminal conduct, except misdemeanor traffic violations. The Contractor shall ensure that no worker with a criminal history performs work for the District without first notifying the District. HCISD reserves the right of first refusal to prohibit such persons from entering District premises.

11.11.1 **Criminal Background Checks:** The Contractor acknowledges and agrees that the HCISD reserves the right to subject all persons entering District premises to background screening checks prior to granting access to areas frequented by students. Background checks may require surrendering a driver's license or submitting fingerprints for inspection. If any of the Contractor's employees, representatives or subcontractors refuse to submit to a background check, or if a background check reveals a criminal history, such persons may be refused access to District premises; however such refusal shall not relieve the Contractor of its obligations as specified in this Contract.

11.12 **Requirements of Texas Senate Bill 9:** Any company that contracts with school districts or charters may be subject to the requirements of Senate Bill 9 as codified in Texas Education Code §22.0834, a copy of which is included as **Attachment A** of this solicitation.

11.13 **Subcontract Agreements:** If subcontractors are utilized by the Contractor, each subcontract agreement must preserve and protect the rights of HCISD with respect to the terms and conditions of this Contract.

11.14 Evaluation Criteria:
The responses will be evaluated on the following criteria and will be based upon the combination of criteria that offer the greatest value. The order of the following criteria in no way indicates the order of importance of the criteria.

- Purchase Price
- The reputation of the vendor and of the vendor's goods and services
- The quality of the vendor's goods or services
- The extent to which the goods or services meet the district's needs
- The vendor's past relationship with the district
- The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
- The total long-term cost to the district to acquire the vendor's goods or services
- The location of the parent company or how many employees they have in the state of Texas
- Any other relevant factor specifically listed in the request for bids or proposals

11.15 The District reserves the right to award the contract to one (1) single Vendor or Multiple Vendors.

11.16 Invoices: In order to receive payment for goods or services furnished to HCISD, invoices for each purchase order must be submitted to the HCISD Business Office, Attn: Accounts Payable, at 21003 IH 35, Kyle, TX 78640.

11.16.1 All invoices must clearly indicate the following information:

- originating purchase order number
- complete description of goods or services furnished, including unit prices, extended prices and quantities delivered
- project name
- date of issuance
- delivery destination
- all applicable prompt payment discount terms

11.16.2 HCISD may require individual invoices per campus to facilitate ease in the payment process.

11.17 The Contractor shall not bill more than one purchase order on a single invoice. The purpose of this requirement is to reduce the administrative burden associated with verifying charges and remitting invoices. Failure to comply with these requirements may result in delayed payments.

11.18 Payment terms: HCISD will make payment on a Net 30-day basis. The payment term shall begin on the date the deliverables are inspected, delivered and accepted by HCISD, or on the date a correct invoice is received by HCISD, whichever is later. Bidders are welcome to quote a discount for early payment; however, prompt payment discounts will not be considered as an evaluation criterion. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term.

11.19 Hays CISD is not liable for orders accepted without a purchase order.

12 **SPECIFICATIONS**

Foundations

- Recommendations for drilled piers will include the following:
- Minimum penetration
- Minimum and maximum pier diameter.
- Allowable bearing and side shear for straight shaft compression piers.
- Pullout resistance for piers with tension loads
- Pier belling requirements, including maximum bell sizes and bell to shaft ratios, if applicable.
- Special shaft preparation, if any, required to develop side shear.
- Time limit allowed between completion of drilling and concreting of the pier.
- Temporary casing requirements.
- Dewatering of pier excavations.
- Installing piers using Slurry Method, if applicable.
- Minimum spacing and group effects.
- Uplift equations for drilled piers in expansive clay and recommendations for resisting this uplift.
- Data for resistance to lateral loads including input values for use in the "LPILE" program by
- Alternative recommendations for a structural suspended floor slab supported by drilled piers will be provided, if appropriate.
-

Recommendations for shallow spread footings will include the following:

- Minimum bearing depth.
- Minimum footing size.
- Allowable bearing pressures.
- Sliding resistance.
- Time limit allowed between completion of excavating and concreting of the footing.
- Dewatering or sheet-piling requirements, if necessary.
- Calculated value of total foundation settlement as well as potential differential settlement between adjacent foundation elements.
- Depth to groundwater from existing grade, if applicable.
- Foundation recommendations based on the sites existing estimated Potential Vertical Movement (PVM). Site preparation recommendations to achieve an acceptable PVM that is acceptable to the Client for this project.
- Calculated value of total foundation settlement as well as potential differential settlement between adjacent foundation elements.

Retaining/Below Grade Walls

· Recommended backfill materials.
· Backfill compaction requirements.
· Drainage requirements.
· Lateral pressures for design, including factors for surcharge loads.
· Equivalent Fluid Pressure for site retaining walls.

Pavements

· Recommendations for both asphalt and concrete paving, including subgrade preparation and pavement
sections.
· Conduct sulfate testing on pavement subgrade.

Excavations

·Maximum safe slope for sides of temporary and permanently unprotected excavations.
·Maximum safe slope for sides of crawlspace grading, if a crawlspace is recommended.
·Dewatering recommendations.

Other Geotechnical Considerations
·Geotechnical review of the structural foundation plans before construction.
·Discussion of grade beam construction methods and uplift pressures that will be experienced by the beams
due to the expansive clay.
·Recommendations for subgrade preparation for site flatwork and pavement.
·Discussion on Karst features and recommendations during construction to locate them (Pilot holes and geophysical surveys).
·The seismic soil profile type as detailed in the International Building Code. Recommendation for additional seismic studies will be provided, if necessary.
·Special construction details or materials, including special cements, required in corrosive soil conditions, based on saturated resistivity (Miller Box), Redox, pH, sulfate, alkali, and chloride test results.

13 CERTIFICATION

By my signature below, I certify that this offer meets or exceeds the specifications of this Bid.

AUTHORIZED SIGNATURE_____ **DATE**_____

PRINTED NAME_____**TITLE**_____

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Professional Services for Construction
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VENDOR INFORMATION

Vendor Identification and Contact Information (Attach additional information as needed)

Company Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact Person: _____

Title: _____

Email: _____

Company Profile:

_____ Year Incorporated/Organized/Started

_____ Corporation

_____ Partnership

_____ Sole Proprietorship

_____ Other: _____

_____ HUB/MBE/WBE (#_____)

_____ Total Number of Employees

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REFERENCES

List references (minimum of three) where you have similar contracts in place. Special attention should be given to references from similar institutions as Hays CISD. List company name, contact person, address, phone number, fax number, email address, and completion date for each reference.

Company: _____

Contact:_____

Address:_____

Phone:_____

Fax:_____

Email:_____

Dates of Contract:_____

Company: _____

Contact:_____

Address:_____

Phone:_____

Fax:_____

Email:_____

Dates of Contract:_____

Company: _____

Contact:_____

Address:_____

Phone:_____

Fax:_____

Email:_____

Dates of Contract:_____

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SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $100,000 and all non-procurement transactions (e.g., sub awards to sub recipients).

Contractors receiving individual awards of $100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____

Signature of Company Official: _____

Date Signed: _____

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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) **does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov't Code Ch. 2270)**

"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 Israel-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code 808.00 (1).

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, **Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization** – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code 806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

BY SIGNATURE BELOW, I, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

_____ Yes, we acknowledge and comply with both the following:

- **NO ISRAEL BOYCOTT CERTIFICATION**
- **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

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CERTIFICATION OF RESIDENCY

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for HAYS CISD to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident Bidder" refers to a person who is not a resident. "Resident Bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non-resident Bidder unless the nonresident Bidder the lowest proposal submitted by a resident Bidder by an amount that is not less than the amount by which a resident Bidder would be required to under Bid the nonresident Bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting proposal is a resident Bidder: ☐ Yes
☐ No City

and state of Vendor's principal place of business: _____

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Proposal Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating ☐ Yes ☐ No

Vendor certifies that this firm is a HUB (Required by some participating ☐ Yes ☐ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: ___
_____

Address, City, State, and Zip Code: _____

Phone Number:_____Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S FEDERAL GRANT

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by HAYS CISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by HAYS CISD and Hays CISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Hays CISD, Hays CISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Hays CISD also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if Hays CISD believes, in its sole discretion that it is in the best interest of Hays CISD to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Hays CISD as of the termination date if the contract is terminated for convenience of Hays CISD. Any award under this procurement process is not exclusive and Hays CISD reserves the right to purchase goods and services from other Vendors when it is in the best interest of Hays CISD.

Does Vendor agree to sale by the above?

YES _____ Initials of Authorized Representative of Vendor

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(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 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 Part, 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 part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by Hays CISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of Vendor

(D) All Contractors must comply with all federal, state, and local labor laws including Article 5159a, Vernon's Annotated Revised Civil Statues of the State of Texas which requires that the contractor pay not less that the Prevailing Wage Scale. Contractors shall comply with all aspects of Article 5159a, Vernon's Civil Statue, including keeping records on each laborer, workman, or mechanic employed for each calendar day or portion. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Hays CISD, during the term of an award for all contracts and subgrants for construction or repair, the Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Hays CISD, the Vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Hays CISD, the Vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Hays CISD, the Vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Hays CISD, the Vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Hays CISD, the Vendor certifies that during the term and after the awarded term of an award for all contracts by Hays CISD resulting from this procurement process, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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(J) Procurement of Recovered Materials – When federal funds are expended by, HAYS CISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended Hays CISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by Hays CISD for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.321

When federal funds are expended by Hays CISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by Hays CISD for any contract resulting from this procurement process in excess of $100,000, the Vendor certifies that the Vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Hays CISD for any contract resulting from this procurement process, the Vendor certifies that the Vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Hays CISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it will either (1) supply HAYS CISD with domestic end products that are in compliance with all applicable provisions of the Buy America Act; or (2) notify Hays CISD that the products it is requesting to be installed is not in compliance with the applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by HAYS CISD; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by HAYS CISD in a fiscal year of HAYS CISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or Vendor agrees that the contract can be terminated if the contractor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to HAYS CISD for the duration of the Agreement; (2) promptly provide to HAYS CISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of HAYS CISD; and (3) on completion of the Agreement, either (a) provide at no cost to HAYS CISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to HAYS CISD.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID #_____

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CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO HAYS CISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, HAYS CISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to HAYS CISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If HAYS CISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," HAYS CISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that HAYS CISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.02222, "contracting information"[1] is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

(1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or

(2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

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[1] "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or proposal documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including proposal tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

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HAYS CISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability HAYS CISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or HAYS CISD and determined by HAYS CISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act**. Further, even if Vendor marks information as "CONFIDENTIAL," **Vendor expressly agrees that HAYS CISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.**

Please check **ONLY ONE** of the following options:

- ☐ **Declaration of Confidentiality – Vendor HAS clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.**

- ☐ **Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to HAYS CISD and that its proposal and all other information—including any pricing information—submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to HAYS CISD in connection with this procurement solicitation or the Agreement.**

_____
Vendor Name

_____
Printed Name of Authorized Officer/Representative of Vendor

_____
Title

_____ _____
Signature **Date**

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HAYS CONSOLIDATED SCHOOL DISTRICT ANTITRUST

CERTIFICATION STATEMENT

(Tex. Government Code § 2155.005)

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 representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have 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.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Bidder Signature: _____

Printed Name: _____

Title:_____

Date Signed: _____

Signature of Company Official Authorizing RFP: _____

Printed Name of Company Official: _____

Official Position:_____

Date Signed: _____

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PLEASE SELECT ANY COOPERATIVES YOUR ORGANIZATION IS A PART OF

COOOPERATIVE NAME	CONTRACT NUMBER	CONTRACT EXPIRATION DATE
☐ HCDE (Choice Partners)		
☐ TASB (BuyBoard)		
☐ The Cooperative Purchasing Network (TCPN)		
☐ Houston Galveston Council of Governments Cooperative (H-GAC)		
☐ ESC Region 8 Cooperative (TIPS)		
☐ ESC Region 5 Cooperative		
☐ U.S. Communities		
☐ State of Texas (TXMAS)		
☐ Department of Information Resources (DIR)		
☐ GSA (Schedule 70 and 84 ONLY)		
☐ Purchasing Solutions Alliance (PSA)		
☐ Santa Fe HAYS CISD (SPA)		
☐ State of Texas (TPASS)		
☐ National Joint Powers Alliance (NJPA)		
☐ None		

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

The forms at the following link (https://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) must be completed annually and sent to purchasing@hayscisd.net. For purposes of the forms, the officers are listed below.

Dr. Eric Wright
Superintendent of Schools

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ATTACHMENT A

Texas Education Code §22.0834.
Criminal History Record Information Review of Certain Contract Employees.

(a) This subsection applies to a person who is not an applicant for or holder of a certificate under Subchapter B, Chapter 21, and who on or after January 1, 2008, is offered employment by an entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services, if:

(1) the employee or applicant has or will have continuing duties related to the contracted services; and

(2) the employee or applicant has or will have direct contact with students.

(b) A person to whom Subsection (a) applies must submit to a national criminal history record information review under this section before being employed or serving in a capacity described by that subsection.

(c) Before or immediately after employing or securing the services of a person to whom Subsection (a) applies, the entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall send or ensure that the person sends to the department information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs. The department shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Bidder's Disclaimer Statement

The undersigned Bidder, by signing and executing this BID, certifies and represents to Hays CISD that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by section 36.01(5) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this BID; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this BID; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Hays CISD concerning this BID on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other Bidders so further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Hays CISD in return for the person having exercised the person's official discretion, power or duty with respect to this BID; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Hays CISD in connection with information regarding this BID, the submission of this BID, the award of this BID or the performance, delivery or sale pursuant to this BID.

FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

COMPANY VENDOR NAME (PRINTED): _____

ADDRESS: _____

CITY, STATE, ZIP: _____ **PHONE**: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

TITLE: _____ **DATE**: _____

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

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

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

Name of Felon(s): _____

Details of Conviction(s): _____

Are you a certified Historically Underutilized Business (HUB)?

☐ Yes ☐ No

If yes, with whom are you certified? _____

Enter 5-digit certification number _____

Please check corresponding box:

☐ Hispanic American ☐ Male ☐ Female
☐ Black American ☐ Male ☐ Female
☐ Asian Pacific American ☐ Male ☐ Female
☐ Native American (Indian) ☐ Male ☐ Female
☐ Woman (of any ethnicity)

CONFLICT OF INTEREST: Neither HCISD trustees nor employees shall accept gifts or entertainment from vendors to the District. The District shall not do business with any of its trustees or employees.

MUST BE RETURNED WITH BID