

COMPANY \_\_\_\_\_

Bid #18-121802VL

**HVAC Portable Bard Units  
OPENING 01-14-19 @ 2:00 P.M.**

**1. SCOPE**

- 1.1. Hays Consolidated Independent School District (HCISD) requests bids for Portable Bard Package Units - Multiple Campuses.
- 1.2. HCISD will accept responses either by mail or hand carried until **2:00 p.m., January 14, 2019**. Bids received after the opening date and time will not be accepted and will be returned unopened to vendor. One (1) clearly defined original, Two (2) clearly defined copies, One (1) electronic copy – flash drive. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company's name, return address, the Bid number and opening date and time, and addressed to: Hays Consolidated Independent School District, PURCHASING DEPARTMENT, Valerie Littrell, Buyer, 21003 IH 35, Kyle, TX 78640.

**2. Pre-Bid Conference:**

**A Mandatory Pre-Bid Conference will be held on Monday, December 17<sup>th</sup> at 10:00 a.m. and will be held at the Hays CISD Central Administration Building, 21003 IH 35, Kyle, Texas.** Job site inspections will follow at each facility. Please allow at least 2 hours for this pre-bid meeting. Access to the facilities following the pre-bid will be limited and will require coordination with the Hays CISD maintenance department. Additional visits will require a maintenance department staff member to escort those wanting to revisit the site. This will be available on a very limited basis if at all.

**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.

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

<b>Method</b>	<b>Yes</b>	<b>No</b>
Separate Purchase Orders	<input type="checkbox"/>	<input type="checkbox"/>
Blanket Purchase Orders	<input type="checkbox"/>	<input type="checkbox"/>
Procurement (Credit) Cards	<input type="checkbox"/>	<input type="checkbox"/>
District Check	<input type="checkbox"/>	<input type="checkbox"/>

**5. 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

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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.

**6. INSURANCE:**

6.1 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."

**7. TERMINATION**

7.1. **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.

7.2. **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.

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

**8. GENERAL TERMS AND CONDITIONS**

8.1. Inquiries and requests for information affecting the Bid must be in writing and shall be directed to Valerie Littrell, Buyer, via email ([valerie.littrell@hayscisd.net](mailto:valerie.littrell@hayscisd.net)). **To provide HCISD sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by January 09, 2019. Please note the Hays District administration office will be closed Dec 24, 2017 - Jan 08, 2018.** Contact with HCISD personnel other than Valerie Littrell or her designee regarding this solicitation may be reason for elimination from the selection process. Any prospective respondent detecting a conflict or ambiguity in the Bid 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 Bid documents.

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

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

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

8.5. 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.

8.6. **PROPRIETARY INFORMATION:** Proprietary information if any submitted to HCISD in response to this *Bid* 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.

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

8.7.1. **Membership.** Hays CISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / [txctpa.org](http://txctpa.org)), an alliance of over 40 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.

8.7.2. **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

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by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

- 8.7.3. **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.
- 8.8. **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.
- 8.9. **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.
- 8.10. 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.
- 8.10.1. **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.
- 8.11. **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.
- 8.12. **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.
- 8.13. **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

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- 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

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

8.15. 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.

8.15.1. 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

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

8.16. 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.

8.17. 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.

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

## 9. SPECIFICATIONS:

9.1 Contractor must verify tonnage of all identified units and electrical amps on all units.

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**9.2 Fuentes Elementary School**

Portable HP-20, HP-19, HP-17: replacing (6) 3-ton **Bard wall hung package** unit with 410a 9.0 SEER heat pumps with 10 kW emergency electric heat. Contractor to install new supply grills, return grills, disconnects and whips. The old unit to be removed from the wall and reinstall the new unit. Contractor will be responsible to dispose of unit. Thermostats will be repurpose.

**9.3 Chapa Middle School**

Portable HP-03: replacing (2) 2.5-ton **Bard wall hung package** unit with 410a 9.0 SEER heat pumps with 10 kW emergency electric heat. Contractor to install new supply grills, return grills, disconnects and whips. The old unit to be removed from the wall and reinstall the new unit. Contractor will be responsible to dispose of unit. Thermostats will be repurpose.

**9.4 Camino Real Elementary School**

Portable HP-04: replacing (2) 2.5-ton **Bard wall hung package** units with 410a 9.0 SEER heat pumps with 10 kW emergency electric heat. Contractor to install new supply grills, return grills, disconnects and whips. The old unit to be removed from the wall and reinstall the new unit. Contractor will be responsible to dispose of unit. Thermostats will be repurpose.

**9.5 Live Oak Academy**

Book Room: Replacing (1) 1.5-ton **Bard wall hung package** unit with 410a 9.0 SEER heat pumps with 10 kW emergency electric heat. Contractor to install new supply grills, return grills, disconnects and whips. The old unit to be removed from the wall and reinstall the new unit. Contractor will be responsible to dispose of unit. Thermostats will be repurpose.

10. **BID PRICING:** Bidders shall submit bid pricing, delivery schedules, and warranty information, as applicable, in Table 1 below. Prices shall be inclusive of delivery, assembly, and all other applicable fees. If calculation errors produce an inaccurate total price for any item in the Vendor’s response (e.g., multiplying the unit price by an incorrect quantity), the unit price shall prevail.

**TABLE 1 – BID PRICES**

PORTABLES	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
HP-20	2	Replace 3 Ton Bard Unit		
HP-19	2	Replace 3 Ton Bard Unit		
HP-17	2	Replace 3 Ton Bard Unit		
HP-03	2	Replace 2.5 Ton Bard Unit		
HP-04	2	Replace 2.5 Ton Bard Unit		
Live Oak Academy	1	Replace 1.5 Ton Bard Unit		

**11. CERTIFICATION**

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

**AUTHORIZED SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_

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**Bidder's Disclaimer Statement (MUST BE RETURNED WITH BID)**

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**

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:

- |   |                               |                                 |
|---|-------------------------------|---------------------------------|
| <input type="checkbox"/> Hispanic American        | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Black American           | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian Pacific American   | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Native American (Indian) | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> 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.

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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 HCISD. 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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**Hays Consolidated Independent School District  
District & Edgar Certifications and Representations  
(Education Department General Administrative Guidelines)**

*All forms must be completed and included with the proposal*

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**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION**

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Pursuant To Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

**NOTE: OWNERS NOT OWNING AT LEAST TWENTY-FIVE PERCENT (25%) OF THE BUSINESS ENTITY SUBMITTING THIS PROPOSAL NEED NOT EXECUTE THIS CERTIFICATION AND ACKNOWLEDGEMENT**

Pursuant to Section 231.006, the vendor hereby 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 may be withheld if this certification is inaccurate.

Initials of Authorized Representative/ Vendor: \_\_\_\_\_

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**CERTIFICATE OF RESIDENCY**

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The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for Hays CISD to determine residency. **Section: 2252-001** (3) 'Non- resident bidder' refers to a person who in not a resident. (4) 'Resident bidder' refers to a person whose principal place of business in this state, including a contractor 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 nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's place of business is located.

I certify that

(Name of Company Bidding)

Is, under Section 2252.001 (3) and (4), a resident Bidder                      Non-resident Bidder

My or Our principals place of business under Section: 2252.001 (3) and 94), is in the city of

\_\_\_\_\_ In the state of

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Signature of Authorized Company Representative

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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**

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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 \$150,000, 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 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 sub grantee including the manner by which it will be effected 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 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 reserve 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? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(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

**HVAC PORTABLE BARD UNITS  
OPENING 01-14-19 @ 2:00 P.M.**

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). 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 sub recipient 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 sub grants 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

**(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

**HVAC PORTABLE BARD UNITS  
OPENING 01-14-19 @ 2:00 P.M.**

**(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 sub recipient 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 sub recipient 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

**(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 sub grants 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 government wide 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

**HVAC PORTABLE BARD UNITS  
OPENING 01-14-19 @ 2:00 P.M.**

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid 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 sub recipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**HVAC PORTABLE BARD UNITS  
OPENING 01-14-19 @ 2:00 P.M.**

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

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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 sub grantees 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

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

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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**

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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

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

COMPANY \_\_\_\_\_

BID #18-121802VL

**HVAC PORTABLE BARD UNITS  
OPENING 01-14-19 @ 2:00 P.M.**

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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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

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**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: \_\_\_\_\_

Email Address: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Date: \_\_\_\_\_

**HVAC PORTABLE BARD UNITS  
OPENING 01-14-19 @ 2:00 P.M.**

**Central Texas Purchasing Alliance**

**Adoption Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA).

- A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, <http://209.184.141.5/ctpa/members.htm>.
- C. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_ YES, with the exception of the following districts:

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Vendor Name: \_\_\_\_\_

Printed Name of Authorized Company Official: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY \_\_\_\_\_

**BID #18-121802VL**

**HVAC PORTABLE BARD UNITS  
OPENING 01-14-19 @ 2:00 P.M.**

The forms at the following link ([http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)) must be completed annually and emailed to [purchasing@hayscisd.net](mailto:purchasing@hayscisd.net). For purposes of the forms, the officers are listed below.

Dr. Eric Wright  
Superintendent of Schools

**Board of Trustees**

Ms. Merideth Keller  
President

Ms. Esperanza Orosco  
Vice President

Ms. Vanessa Petrea  
Secretary

Mr. Will McManus

Ms. Teresa Tobias

Mr. Willie Tenorio, Jr.

Dr. Michael Sanchez

**HVAC PORTABLE BARD UNITS  
OPENING 01-14-19 @ 2:00 P.M.**

**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.