

**San Angelo Independent School District
Child Nutrition Department
Michelle Helms, Director
305 Baker, San Angelo, Texas 76903-7030
Phone (325) 659-3615 Fax (325) 658-4353**

**Refrigeration System Supplies, Equipment and Services
RFP #19-5**

March 29, 2019

Dear Bidder:

The San Angelo Independent School District will receive Request for Proposals for Refrigeration System Supplies, Equipment and Services for the 2018-19 School Year. Period May 21, 2019 to July 31, 2019.

This will be an all or none proposal. Awarded company must be able to provide all products and services.

All awards may be renewed for up to three additional twelve (12) month periods by written agreement between the District and the bidder.

All proposals will be received until **1:00 PM, Tuesday, April 16, 2019**. Any proposal received after that time and date will be returned unopened and not considered. The District invites bidders to be present at the opening. Please mail or deliver all proposals to:

**Child Nutrition Department
Attn: Brenda Fulks
San Angelo Independent School District
305 Baker
San Angelo, Texas 76903-7030**

Please mark your envelope as follows: **SEALED PROPOSAL – Refrigeration System Supplies, Equipment and Services #19-5; OPEN 1:00 PM, April 16, 2019**. All proposals must be submitted on the "Bid Sheet" provided.

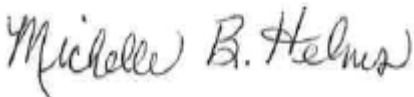
The District reserves the right to reject any and/or all proposals. To make awards as they may appear to be advantageous to the District and to waive all formalities in bidding.

Proposals received without proper signature will not be accepted.

Your proposal will be appreciated.

Sincerely,

Sincerely,



Michelle Helms
Child Nutrition Director



Brenda Fulks
Child Nutrition Coordinator

Signature Page

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company _____

Address _____

City _____ State _____ Zip Code _____

Telephone _ (____) _____ 1-800- _____

Fax _ (____) _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____

Position with Company _____

E-mail Address of Bidder _____

Signature of Company

Official Authorizing this Bid _____

Company Official (Print Name) _____

Official Position _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND
RETURNED IN SEALED PROPOSAL PACKAGE**



******* IMPORTANT SUBMITTAL INFORMATION *******

Please duplicate the appropriate label and affix to the outside of your sealed bid envelope or sample case/envelope. Vendor's name and return address should be printed on the sealed bid envelope or sample case/envelope.

FOR SEALED PROPOSALS

S E A L E D B I D	San Angelo ISD Child Nutrition Department	S E A L E D B I D
	305 Baker Street	
	San Angelo, TX 76903	
	<u>RFP:</u> Refrigeration System Supplies RFP #19-5	
	<u>Deadline:</u> OPEN 1:00 PM, April 16, 2019	
	Attn: Michelle Helms, Child Nutrition Director	

It is your responsibility to meet the submittal requirements. We recommend that you verify the label data with the title page; the latter prevails.

SAN ANGELO INDEPENDENT SCHOOL DISTRICT
Child Nutrition Department
Michelle Helms, Director
305 Baker, San Angelo, Texas 76903-7030
Phone (325) 659-3615 Fax (325) 658-4353

Refrigeration System Supplies, Equipment and Services RFP #19-5
Forms Checklist

- ☐ Page 2 – Signature page
- ☐ Page 4 – Check List
- ☐ Page 14 - 20 – Vendor Acknowledgment Forms and Certifications
- ☐ Page 22 – Disclosure of Lobbying Activities – *Signature box*
- ☐ Page 23 – Conflict of Interest Questionnaire
- ☐ Page 25 & 26 –Conflict Disclosure Statement
- ☐ Page 27 – W-9
- ☐ Page 28 – 2017 Texas House Bill 89 Verification
- ☐ Page 29 – No Bid Notification
- ☐ Page 30 – **Notarized** Statement
- ☐ Page 31 – Bid Questionare
- ☐ Page 32 - 33 – Bid Forms

Company

Signature

Printed Name

Date

Mandatory Forms For Bid Acceptance
Failure To Complete, Sign & Return Will
Result In Rejection Of Proposal

General Conditions

1. **APPLICABILITY** – These conditions are applicable and form a part of the contract documents for each purchase order and a part of the terms of each purchase order for items included in the specifications and bid forms issued herein.
2. **PROPOSALS SHALL BE SUBMITTED ON THESE FORMS.** Failure to supply all required forms in this packet will prevent the proposal from being considered for award. Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included with the proposal.
3. **ALTERNATE** - If necessary, shall be written on a separate sheet and attached to the proposal form provided. Each alternate must be clearly marked and variance from specifications noted.
4. **RIGHT TO REMEDY** Failure to notify SAISD Child Nutrition Office of deviations in schedules or quantities will allow SAISD the option to purchase product from another source. If a company defaults on any item, the item will be awarded to the next lowest bidder meeting specifications. Any increases in prices that are incurred by SAISD to secure these products may be charged to the defaulting company that received the original bid award.
5. **VENDORS WHO DO NOT RESPOND** are requested to notify the San Angelo Independent School District Child Nutrition Department in writing if they wish to receive future proposals. Failure to do so may result in their being deleted from our vendor list.
6. **CONTRACTS** (except those of \$10,000 or less) awarded by School Food Authorities shall include a provision to the effect that the State agency or School Food Authority, the Department, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the Program for the purpose of making audits, examination, excerpts, and transcriptions.
7. **TAX EXEMPT** - No charge will be allowed for Federal, State, or City taxes for which the Board of Education is exempt. The price shall be net and shall not include the amount of any such tax. Exemption certificate, if required, will be furnished on forms provided by the vendor.
8. **FAX or EMAILED PROPOSALS** - Will not be accepted.
9. **FELONY CONVICTION NOTICE** must be completed and returned with this proposal.
10. **ALL SMALL BUSINESS** and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit Proposals.
11. **QUESTIONS** concerning this proposal shall be addressed to the San Angelo I.S.D. Child Nutrition Department.

General Conditions

12. **PERIOD** – Proposals received after the time and date specified, regardless of cause, will not be considered. Such late bids will be returned to the bidder upon the submission of a written request. PLEASE complete all blanks for each item number. Prices submitted must remain firm for the entire period. Period May 21, 2019 thru July 31, 2019.

Proposals must be submitted in a sealed envelope, plainly marked with bidder's name, product, opening date and time. Proposals received without proper signature will not be accepted.

The District reserves the right to waive formalities and irregularities and to accept or reject each item separate or as a whole.

13. **PRICES** – shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. SAISD Warehouse. All prices must be typed or written in ink. Proposals written in pencil will not be accepted. The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the bidder.
14. **WARRANTY CONDITIONS** for all products shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.
17. **FEDERAL FOOD, DRUG AND COSMETIC ACT COMPLIANCE** – Bidder hereby agrees that the detergents and equipment proposed to be furnished by the bidder are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or is an article which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce. Bidder further guarantees that the detergents and equipment proposed to be furnished will meet the minimum requirements required under State and Federal laws.

The Texas Hazard Communication Act (Art 5132b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDS) for hazardous materials sold. Each product bid covered by this Act must be accompanied by an MSDS and such product labeled in compliance with the law. If the product is not covered under the Act, a Statement of Exemption must be provided with the bid. Your failure to submit with your bid the MSDS or Exemption Statement will void your bid.

Bidder shall provide and maintain during the life of this agreement, insurance acceptable to the SAISD for Workman's Compensation Insurance, Public Liability and Property Damage Insurance, Products Liability Insurance.

15. **EVALUATION OF PROPOSALS** – It is not the policy of the San Angelo I.S.D. to purchase on the basis of low price alone. The following criteria will be used to award the proposal based on the best value for the District:

Best Value Points Assignment – The evaluation criteria below indicates the points that are assigned for each section. The District will determine the score for each section on a scale starting with zero (0), with the best score being the assigned number with:

1. Purchase Price: 35 points
2. Reputation of the vendor & vendor's goods and services: 10 points
3. Quality of vendor's goods and services: 10 points

4. Extent to which the goods/services meet the District's specifications, nutritionals, and needs: 20 points
5. Vendor's past relationship with the District: 10 points
6. HUB: 1 point
7. Long term cost to the district to acquire the goods: 0 points
8. Any other relevant factors listed in the request for proposal: 4 points
9. Location of the vendor & vendor's goods and services; 10 points

This bid will be awarded on an all or none basis.

16. SPECIFICATIONS

The San Angelo ISD is accepting proposals from qualified firms to provide Refrigeration System Supplies, Equipment And Services on an as-needed basis. The term of the agreement shall be a one (1) year agreement with three (3) additional one (1) year renewal options. All fees for items required in the Specification and/or Scope of Work/Services, or other reimbursement arrangements must be disclosed. The terms and conditions of this RFP will become part of any sub-sequent contract and in case of conflict; the terms/conditions of the RFP take precedence over the "standard" contract or binder regardless of any language to the contrary in the "standard" contract or binder.

17. SCOPE OF WORK

- A. The San Angelo ISD is seeking to establish a business relationship with multiple vendors who provide services relating to Refrigeration System Supplies, Equipment and Services.
- B. No quantities are guaranteed as items will be purchased on an "as needed" basis.
- C. The successful vendor shall be available to respond to repair service calls twenty-four (24) hours per day, seven (7) days per week including holidays and weekends.
- D. No work shall be performed at the discretion of the technician or service company. Regular communication and pre-approval must be obtained from the District's Child Nutrition Services Director.
- E. Respondents are requested to submit a set price for each of the following: one labor rate for evaluation and repair during normal business hours (defined as 7:30am to 4:30pm); one labor rate for evaluation and repair at any time other than defined as normal business hours but not holidays; one set labor rate for evaluation and repair on holidays; percentage mark-up to parts and materials utilized to make a repair. This includes parts or equipment ordered to replace existing. The mark-up shall be to the manufacturer's price to the service company. **PLEASE NOTE THAT THE TIME SPENT TO LOCATE PARTS AND/OR EQUIPMENT OR ESTIMATE ITS AVAILABILITY WILL NOT BE PAID AS A SEPARATE CHARGE.**
- F. The vendor is responsible for having all work, requiring an inspection, inspected by city officials upon completion. The cost of this shall be covered in the vendor's time and materials pricing.
- G. The vendor is required to register with the Building Inspection Department of the city of San Angelo.
- H. The successful vendor(s) will obtain criminal history record information that relates to an employee, if the employee has or will have continuing responsibilities related to Refrigeration System Supplies, Equipment & Service. The vendor(s) shall certify to the District, prior to the employee beginning work that criminal history record information has been obtained.

If the vendor is the owner or sole operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review.

- I. Work Included:

The vendor shall furnish all labor, materials, equipment, supplies and transportation and incidentals necessary to perform the work, all in compliance with State and Federal regulatory requirements as well as local ordinances and procedures of governmental agencies having jurisdiction over the work to make the project completely operational.

The vendor shall use all asbestos-free materials.

The vendor shall supply the District's Facilities & Nutritional Services Departments with Material Safety Data Sheets on all products used in repairs or new installations. These shall be submitted within two (2) weeks after any repair or new installation.

The results of the completed inspection by the District will form the basis of requirements for final acceptance.

J. Demolition:

Furnish labor, material, equipment and incidentals necessary for every type of required demolition.

Furnish equipment of every type required to transport project debris away from the site.

Stockpile project debris at the site only as long as necessary to haul to a disposal site. Stack materials neatly and handle in an orderly manner until removed from site.

Repair to walls, floors and any surrounding areas damaged and/or defaced during demolition is the responsibility of the vendor at his sole expense.

K. Job Conditions

All projects performed within buildings or structures shall comply with all applicable state and local codes and regulations pertaining to the nature and character of the work being performed.

Do not disconnect fire safety devices without approval of the District. The District will coordinate the disconnection with the appropriate City Fire Department and alarm company.

The vendor shall limit operations to the minimal amount of space needed to complete the specified operation. Do not store materials inside buildings, unless specifically permitted by District.

Erect construction barriers between areas where replacement is performed. Construction barriers will comply with life safety standards, maintaining exit paths and clearances.

Keep driveways, fire lanes, sidewalks, and entrances serving the building clear and available to the District and its employees at all times.

Maintain the existing building security and weather tight condition.

L. Project Coordination: The vendor shall coordinate activities to assure efficient and orderly installation of each part of the work and coordinate activities that are dependent upon each other for proper installation, connection and operation.

M. Work by Others:

The District does not plan to contract other work to be performed by others in the area of a project unless it is a part of a new school construction project or major renovation to an existing site.

The District reserves the right to perform construction or operations related to the work in the area of this project either to prepare the site for work (moving utilities, etc.) or to maintain/repair District operations.

Public utility companies have the right to work in the area of this project so as to either prepare the site for work (moving or exposing cables, accessories, etc.) or to maintain/repair their respective facilities.

JOB MANAGEMENT

Workmanship

These specifications contain instructions and descriptions covering the major items of construction and workmanship necessary for constructing and completing the various units or elements of the work. The specifications are intended to be written that only first class workmanship and finish of the best grade and quality will result. The act that these specifications may fail to be so complete as to omit one or more details will not relieve the vendor of any responsibility for providing a completed project of high quality, first class finish conditions and specifications.

The vendor's work shall be guaranteed against defect for no less than one year from the date the work is accepted by the District. The vendor shall remedy, at the vendor's expense, any non-conforming or defective work or projects and any damage to real or property owned by the District, when that damage is the result of defective work or products. The vendor shall remedy any failure, defect or damage within a reasonable period of time after receiving notice by a school district representative. If the vendor fails to remedy any failure, defect or damage within the period, the school district shall have the right to replace, repair or otherwise remedy the failure, defect or damage at the vendor's expense.

Field Measurements: the vendor is responsible for making complete field measurements. Check all dimensions at the job site for components requiring fit to surrounding conditions.

Delivery, Handling and Storage

The delivery of materials shall be in accordance with the vendor's schedule of work. Material shall be delivered to the site in sequence with the work being performed to prevent delays.

The vendor shall furnish and maintain dollies, lifts and hoists and other equipment as necessary to unload and handle materials and equipment at the project site. Equipment shall be maintained in a safe and substantial manner and shall meet the requirements of State and Local authorities and be approved by vendor's insurance carrier.

Equipment shall be stored in a manner not to interface with the timely or safe execution of the work or with the instructional efforts of the District.

Flammable materials, or other hazardous materials will not be stored inside the building or within seventy-five (75) feet of the building at any time.

Vendor's Use of Project Site

The vendor shall limit the use of the site for work and storage to those areas designated for his use. He shall coordinate the designated space as directed by the District and shall assign areas for material storage for his sub-vendors.

Parking for equipment and employees vehicles shall be in designated areas only. Vendor shall instruct employees of travel routes and parking requirements. Do not block entrances, driveways, loading docks or other access areas. Do not block or otherwise interfere with pathways to building entrances or exits.

Any damage to the existing facilities, including contamination, caused by the vendor or his sub-vendor, suppliers materials, equipment or employees shall be repaired or corrected at his vendor's expense, to a condition that existed prior to his occupancy of the site.

The vendor shall not permit any alcoholic beverages, tobacco products, e-cigarettes or illegal substances on the site at any time. The vendor shall require adequate dress of employees consistent with the nature of the work being performed.

Safety Requirements: Vendor is solely responsible for the safety and welfare of workmen on the project and the general public around the work site and is to take precautions to adequately safeguard the safety of all persons on or near the site.

PRODUCTS

Materials

Materials shall be in accordance with the requirements of the individual projects. All materials shall be new and of the quality intended.

Materials found to be damaged, or not acceptable to the District, shall be removed. Inspection before installation shall not relieve the Vendor from any responsibility to furnish quality materials.

The vendor warrants that the materials furnished will conform to an area suitable for the purpose for which they are used.

The vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District.

Matching Materials: Materials: As all work is to be performed inside or in conjunction with existing structures, materials shall be selected to match existing.

EXECUTION

Protection of Property

The vendor shall assume responsibility for the protection of all areas of work and shall provide and maintain all protections required. The vendor shall protect existing surfaces of the building and equipment as required during the project period. Provide necessary dust screens, drop cloths and temporary walls and/or coverings as may be required for protection. Existing surfaces that are damaged due to the work shall be patched or replaced to original condition.

The vendor shall salvage, relocate and reinstall certain items. Existing items so designated shall be properly installed, securely fastened as required, set plumb and level and left complete and operational. Exercise extensive care in relocating such items so as to prevent damage. All other existing building materials indicated to be removed or demolished, unless noted otherwise or claimed by the District shall become property of the Vendor and shall be removed from the site immediately.

The vendor shall be responsible for any loss or damage caused by him or his workmen to the property of the District or to the work or materials installed, and shall make good any loss, damage or injury without cost to the District.

Finished floors shall be protected against damage by workmen and equipment during the work. Where materials are carried into the building, the building floors shall be covered to protect the work against dirt or grit being ground in.

If necessary, where work is being done, the furniture, fixtures and equipment in the building shall be covered with heavy plastic sheeting or clean tarpaulins to protect the property against damage and stains. The furniture and equipment will not be removed from the building.

While school or offices are occupied, the vendor shall provide appropriate and effective measures to control the migration of dust and odors into the occupied areas.

Access to the Site

Maintain streets and thoroughfares accessible at all times. Do not block entrances, fire lanes, sidewalks, driveways, loading docks or other access areas. Do not block or otherwise interfere with pathways to building entrances or exits.

The vendor shall maintain accessible all building exits required by all applicable City, State or Federal codes, laws or regulations during all phases of the project.

During school hours, the vendor's employees shall check in and out with designated personnel in the Facility Services Department, Nutrition Services Department and with the secretary at the campus office of building before proceeding in the building to work.

Utilities: In the event that utility piping of an unknown nature is discovered during the work, the vendor shall take precautions to prevent damage to the piping, mark the location of the utility and notify the District. Should the utility in question be damaged, the vendor shall take immediate steps to protect workmen and the public, notify the proper authorities and utility company of the damage, and restore the utility to service as soon as possible. The vendor shall, at his own expense, repair and/or replace any damaged or disrupted utility service, the location of which was readily ascertainable at the time of the damage.

Excess Materials

The vendor shall remove and dispose of materials designated for demolition unless otherwise indicated or specified.

Furnishings and equipment items to remain the District's property will be removed by the District prior to the start of demolition or will be designated to be removed and transported to on-site storage by the vendor. Items not so designated shall be considered debris and shall be removed and disposed of accordingly.

Carefully disconnect, remove and protect items directed by the District to be salvaged. Transport salvaged items to on-site storage areas designated by the District.

Security of Project Site: Security of the work area shall be the responsibility of the vendors. If necessary the vendor may be required by the district to provide a construction barrier to maintain a safe area that may not be accessed by school children or others who may be in the area.

REGULATION REQUIREMENTS

Work Included

The vendor shall furnish all labor and materials, equipment of incidentals necessary to comply with City, State and Federal regulatory requirements as well as local ordinances and procedures of governmental agencies having jurisdiction over the work.

The vendor is solely responsible for identifying laws, ordinances, regulations and procedures necessary for the work. The vendor shall, if necessary, acquire written copies of such laws, ordinances and regulations and determine how requirements will affect the conduct of work and include the cost of compliance as part of the invoice amount.

Standards and References: Any references to the standards of any technical society, organization or association, or to codes of local and state authorities, shall mean the latest standard, code, specification or tentative specification adopted and published at the date of taking proposals, unless specifically stated otherwise.

Elimination of Architectural Barriers: The vendor shall comply with the provisions of the Elimination of Architectural Barriers Act of Texas; Texas Revised Civil Statutes as governed by the State Purchasing and General Service Commission, as well as the "American's with Disabilities Act" (ADA).

Sanitation and Cleanup

During the project, the vendor shall maintain the work site in a clean condition at all times. At the end of each work day the vendor shall gather all loose trash and debris from around the site and place in trash containers or remove from site. Vendor shall not stack trash or other debris on the ground or in the open. Trash must be placed enclosed containers. In no event shall trash or debris be allowed to become airborne or be allowed to low around or off site.

- a. Remove construction debris, boxes, and trash from the site.
- b. Clean wall surfaces to remove residue from installation.

Project Closeout: The following closeout requirements are for project completion, including but not limited to:

- 1 Inspection
- 2 Submittal of warranties
- 3 Final Cleaning

18. **SUB CONTRACTS** – The company awarded this RFP **will not** sub-contract out the Refrigeration repair/replacement.

19. **NONPERFORMANCE OF CONTRACT** - The District reserves the right to cancel the entire contract with a ten (10) day notice in the event:

- a. any item is not delivered according to the specifications and/or bid price
- b. delivery is not made within the specified time period.
- c. product quality is not acceptable.

20. **CONTRACTS FOR PURCHASE** will be put into effect by a purchase order(s) executed by the Child Nutrition Director after bids have been awarded. This proposal will be submitted to the School Board on **May 20, 2019**. Purchase Orders will be mailed thereafter.

A summary of this proposal may be found after the School Board approval on the SAISD website.

<http://www.saisd.org/Departments/Food%20Services/bids.asp>

Purchase Orders will be issued to the awarded company as needed.

21. **INVOICES** shall have all items received listed. We must have a **separate** invoice for each Purchase Order Number. Invoices will be verified and signed by the receiving department.

22. **STATEMENTS** are to be mailed monthly to:

San Angelo Independent School District
Child Nutrition Department
305 Baker Street
San Angelo, Texas 76903-7030

23. **EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of

communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

VENDOR ACKNOWLEDGMENT FORM

BIDDER PREFERENCE CERTIFICATION

Please answer the following questions and return them with this Bid:

Is your principal place of business in Texas? (Circle One) Yes No

If no, in which state is your principal place of business?

If your principal place of business is not Texas, does your state favor resident Bidders in your state by some dollar increment or percentage? (Circle one) Yes No

If yes, what is that dollar increment or percentage?

For information regarding this series of questions, see Article 601g of the Texas Civil Statutes.

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 notices 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

Check One:

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

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

☐ 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): _____

CERTIFICATION REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following required affidavit:

I, the undersigned authorized bidder, do hereby acknowledge that *NO* sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of an other business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this code, a sole proprietorship, partnership, corporation, or other entity in which a sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is *NOT* eligible to bid or receive a state contract.

I, the undersigned agent for the firm named below, certify that the information concerning notifications and certifications listed above has been reviewed by me and the information furnished is true to the best of my knowledge.

Organization Name

Printed Name of Authorized Representative

Address

Title of Authorized Representative

Signature

Date

VENDOR ACKNOWLEDGMENT FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before completing certification, read attached instructions)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

Submissions of the certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more the \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence 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.

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

I, the vendor, am in compliance with all applicable standards, orders or regulation 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 as required under OMB Circular A-102, Attachment O, Paragraph 12 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Vendor Certifications

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 31463148) 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 above, when federal funds are expended by SAISD 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

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 the Federal Rule above, when federal funds are expended by San Angelo ISD, the vendor certifies that during the term of an award for all contracts by San Angelo ISD, 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

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 the Federal Rule above, when federal funds are expended by San Angelo ISD, the vendor certifies that during the term of an award for all contracts by San Angelo ISD, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in the Federal Rule above.

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

Vendor Certifications

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 the Federal Rule above, when federal funds are expended by San Angelo ISD, the vendor certifies that during the term of an award for all contracts by San Angelo ISD, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in the Federal Rule above.

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

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 the Federal Rule above, when federal funds are expended by San Angelo ISD, the vendor certifies that during the term of an award for all contracts by San Angelo ISD, 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

EMPLOYMENT VERIFICATION (FAR 22.18) As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –

(2 CFR § 200.333) When federal funds are expended by San Angelo ISD, 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

Vendor Certifications

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – All Contractors that apply or bid for an award exceeding \$100,000 must file the required Lobbying 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 San Angelo ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Angelo ISD, 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:
<https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>.
- (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

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS

APPLICABLE TO GRANTS, SUB GRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

IN EXCESS OF \$100,000 OF FEDERAL FUNDS When federal funds are expended by San Angelo ISD, 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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT When federal funds are expended by San Angelo ISD, 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

Vendor Certifications

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. **Please attach a copy of HUB certification.**

____ I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)

____ **Minority Owned Business**

____ **Small Business**

____ **Women Owned Business**

____ My Company has **NOT** been certified as a Historically Underutilized Business (HUB).

Company Name _____

Signature of Authorized Company Official _____

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND
RETURNED IN SEALED PROPOSAL PACKAGE**

Texas Department of
Agriculture

February 2017
H2048

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

Name of Business (Contractor)

Vendor ID No. or Social Security No.

(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND
RETURNED IN SEALED PROPOSAL PACKAGE**

Procurement

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application Proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if Known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
11. Amount of payment (check all that apply): \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. Other, specify: _____			
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performs and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>(Instructions for completing and filing this form are provided on the next page.)</p>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	OFFICE USE ONLY	
<p>1 Name of Local Government Officer</p>	<p>Date Received _____</p>	
<p>2 Office Held</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>		

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(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.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																																						
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																							
	2 Business name/disregarded entity name, if different from above																																																																							
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																																																							
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																																							
	5 Address (number, street, and apt. or suite no.) See instructions.																																																																							
6 City, state, and ZIP code																																																																								
7 List account number(s) here (optional)																																																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																								
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶ _____</td><td style="width: 25%;">Date ▶ _____</td></tr></table>			Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																																																			
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none">• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																																																																								

San Angelo Independent School District

2017 Texas House Bill 89 Verification

I, _____, the undersigned representative of

(hereafter referred to as company) do hereby depose and verify that the aforementioned company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and Chapter, 2252 Subchapter F of the Texas Government Code:

- I. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of patronage by SAISD
3. Does not engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or In an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership liability partnership or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Pursuant to Section 2252.152-2252.153, Texas Government Code:

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR

FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or [2252.153](#).

Sec. 2252.153. LISTED COMPAN/ES. The comptroller shall prepare and maintain , and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan. its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

Signature

Date

NO BID NOTIFICATION

VENDOR NAME _____ AGENT'S NAME _____

ADDRESS _____ BID NUMBER _____

_____ DESCRIPTION _____

The San Angelo Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product
- _____ Quantities offered are too small or too large to be supplied by my company.
(please circle one of the underlined)
- _____ Specifications are “too tight” or written around a particular product.
(Please elaborate on this item) _____
- _____ Cannot bid against manufacturer or jobber on this item.
(please circle one of the underlined)
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a contract by SAISD when you felt you were low bidder.
- _____ Other... _____

Please indicate your choice for remaining on San Angelo ISD's bid list.

_____ I wish to remain on bid list.

_____ I do not wish to remain on bid list.

VENDOR'S SIGNATURE

DATE

**NOTARIZED STATEMENT VALIDATING PROPOSAL CONTENTS
NON COLLUSION STATEMENT**

Vendor shall not prepare this Proposal in collusion with any other *Vendors* and the contents of this Proposal as to prices, terms or conditions may not be communicated by this organization nor by an employee or agent of this organization to any other *Vendor* or to any other persons engaged in this type of business activity prior to the official Proposal due date. However, the authorized agent or officer signing this Proposal is not and has not been, for six months, directly or indirectly concerned in any agreement to control the conditions and/ or a price of services proposed, or has not influenced any person to propose or not purpose thereon.

I have read the complete Proposal for **Refrigeration System Supplies, Equipment and Services RFP #19-5** and verify the accuracy of all information contained in the Proposal.

Authorized Vendor Officer

Signature

Typed name

Date

NOTARY PUBLIC

Name

Date

My commission expires on the _____ day of _____, _____.

COMPANY _____

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND
RETURNED IN SEALED PROPOSAL PACKAGE**

Bid Questionnaire	
1. Will you be adding additional warranty above the standard manufacturer's warranty? If yes, attach or state your warranty you will be adding.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<hr/>	
<hr/>	
2. Will you be able to make service calls within 24 hours? If no, state your normal service lead time.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<hr/>	
3. Will you be using a third party to do your install? If yes, who will you be using?_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<hr/>	
<hr/>	

COMPANY _____

San Angelo Independent School District
Child Nutrition Department
Michelle Helms, Director
305 Baker, San Angelo, Texas 76903-7030
Phone (325) 659-3615 Fax (325) 658-4353

Refrigeration System Supplies, Equipment & Services
Request for Proposal #19-5

SAISD Child Nutrition Department Estimates:

Skilled Labor Hours per year - 800 hours
Helper Labor Hours per year - 250 hours
Parts - \$12,000 per year

Item #	Description	Unit Price
1	NORMAL BUSINESS HOURS - Labor Rate Total price per hour, per man, per job site for evaluation and repairs for Technician	
	a. Trade/Skilled - Hourly Rate	
	b. Manual or Helper - Unskilled - Hourly Rate	
2	EVENING HOURS - Labor Rate Total price per hour, per man, per job site for evaluation and repairs for Technician	
	a. Trade/Skilled - Hourly Rate	
	b. Manual or Helper - Unskilled - Hourly Rate	
3	WEEKEND HOURS - Labor Rate Total price per hour, per man, per job site for evaluation and repairs for Technician	
	a. Trade/Skilled - Hourly Rate	
	b. Manual or Helper - Unskilled - Hourly Rate	
4	HOLIDAY HOURS - Labor Rate Total price per hour, per man, per job site for evaluation and repairs for Technician	
	a. Trade/Skilled - Hourly Rate	
	b. Manual or Helper - Unskilled - Hourly Rate	

COMPANY _____

Item #	Description	Unit Price
5	Identify any <u>other charges or fees not listed</u> - Please be specific - - -	
6	Total Vendor Mark-up of all materials and Parts needed for repairs	
7	Percentage Discount for supplies -	
8	Percentage Discount for new equipment -	
9	Contractor's Service Response Time List maximum response time for service work performed by Contractor after phone notification by the District	
	Priority #1 - Emergency Calls - Recommend Response Time - 2 hours	
	Priority #2 - Moderate Priority Calls - Recommend Response Time - 8 hours	
	Priority #3 - Low Priority Calls - Recommend Response Time - 2 business days	

COMPANY _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED AND RETURNED IN SEALED PROPOSAL PACKAGE

Campus	Address
Central	655 Caddo
Lake View	900 E 43rd
CFC	218 N Oakes
Glenn	2210 University
Lee	2500 Sherwood Way
Lincoln	255 Lake View Heroes Dr
Alta Loma	1700 N Garfield
Austin	700 N Van Buren
Belaire	700 Stephens
Bonham	4630 Southland
Bowie	3700 Forest Trl
Bradford	1202 East 22nd
Carver	301 W 9th
Crockett	2104 Johnson
Fannin	1702 Wilson
Ft. Concho	310 Washington Dr
Glenmore	323 Penrose
Goliad	120 E 39th
Holiman	1900 Ricks Drive
Lamar	3444 School House Rd
McGill	201 Millspaugh
Reagan	1600 Volney
San Jacinto	800 Spaulding
Santa Rita	615 S Madison
Warehouse	305 Baker Street