

July 8, 2025

Brooks County High School Field House HVAC upgrades.

GOMEZ MENDEZ SAENZ, INC.
1150 PAREDES LINE RD.
BROWNSVILLE, TEXAS 78526
(956) 546-0110



ADDENDUM NO. 2

A. PURPOSE AND INTENT

This addendum is issued for the purpose of modifying the plans and specifications for the *Brooks County High School Field House HVAC upgrades*.

This addendum shall become part of the contract, and all CONTRACTORS shall be bound by its content. All aspects of the specifications and drawings not covered herein shall remain the same. The General Conditions and the Special Conditions of the specifications shall govern all parts of the work and apply in full force to this Addendum.

B. SCOPE

I. RFR Requirements:

1. Refer to the attached revised Request for Proposals front end documents.

End of Addendum 2



REQUEST FOR PROPOSALS

FOR

FOR HVAC INSTALLATION SERVICES FOR

HIGH SCHOOL FIELD HOUSE HVAC UPGRADES

RFP No. 24-25-001 High School Field House

HVAC Upgrades

**BROOKS COUNTY INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS #24-25-001
BROOKS COUNTY HIGH SCHOOL FIELD HOUSE HVAC UPGRADES**

Brooks County Independent School District (“Owner” or “BCISD” or “Brooks County ISD”) is soliciting Proposals from qualified vendors, for HVAC installation services for Brooks County High School Field House in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (“RFP”). The Owner reserves the right to award portions of the work to different Vendors, to make an award to a single Vendor or to make no award in connection with this solicitation.

**REQUEST FOR PROPOSALS: #24-25-001
FOR BROOKS COUNTY HIGH SCHOOL FIELD HOUSE HVAC UPGRADES
DUE NO LATER THAN 1 P.M. (CST)
ON JULY 23, 2025**

BROOKS COUNTY INDEPENDENT SCHOOL DISTRICT
Scott Rogers, Superintendent
Attn: Alissa Sanchez, Director of Business and Finance
Brooks County Independent School District
P.O. Box 589
200 W. Adams Street
Falfurrias, Texas 78355
E-Mail: asanchez@bcisd.net

**ANY SUBMITTAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT
BE CONSIDERED.**

**FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN THE
DISQUALIFICATION OF YOUR SUBMITTAL.**

The original Proposal must be labeled “ORIGINAL” and MUST contain original signatures. The copies of the original must be labeled “COPY.” Each Proposal and copy must be labeled on the outside with the Proposer’s name, address, the RFP number and the RFP name (“**RFP#24-25-001** BROOKS COUNTY HIGH SCHOOL FIELD HOUSE HVAC UPGRADES”). In addition to the paper copies, please provide responses in an electronic version in word or excel (i.e. CD or USB drive) and include the electronic version with the original bid response.

Proposals will be received at the above address until **July 23, 2025 at 1 PM, CST**. A more detailed timeline is set out in Section 1—Instructions, Submission Requirements and Procedures of the RFP. Proposals will remain sealed until the due date and time to avoid disclosure to competing Proposals. Contents of Proposals will remain confidential during the negotiations period, if applicable. Only the Proposal number and the identity of the Proposer(s) submitting the Proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered.

Faxed Proposals **will not** be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the Proposal due date and time. BCISD will not be responsible for Proposals delivered late by the United States Postal Service, or any other delivery or courier

services. All Proposals and pricing must remain valid for one hundred-twenty (120) days from the Proposal due date pending acceptance by BCISD Board of Trustees.

This RFP is issued pursuant to Texas Education Code section 44.031 and Brooks County ISD Board Policy CH. This RFP provides the information necessary to prepare and submit a Proposal for consideration by the Owner. By submitting a Proposal, the Proposer agrees to provide the goods/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets conditions. The Owner reserves the right to award portions of the work to different Vendors, to make an award to a single Vendor based which provides the best value to the Owner upon the evaluation of all Proposals received. More details regarding evaluation of Proposals are included in Section 3—Scope of Work and Specific Conditions of this RFP.

SECTION 1—INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

GENERAL INFORMATION: The following instructions by the Owner are intended to afford Proposer(s) an equal opportunity to participate in the Proposal process and provide a predetermined set of criteria representing the Owner’s business and service requirements. This RFP is governed by Texas Education Code (TEC), other applicable Texas state statutes, and all local Board of Trustees policies.

By submitting a Proposal, the Proposer agrees to provide the goods/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets conditions.

POINTS-OF-CONTACT:

- a. The Owner designates the following person, as its Owner representative with regard to this RFP.
Ms. Alissa Sanchez
Director of Business & Finance
Brooks County Independent School District
200 W. Adams Street
Falfurrias, Texas 78355
Telephone: 361-325-8000
E-Mail: asanchez@bcisd.us

Questions concerning the RFP will be answered only if sent in writing via email to asanchez@bcisd.us, on or before **July 18, 2025**. If there is a pre-proposal conference, responses to written questions submitted prior to the pre-proposal conference will be read at the pre-proposal conference and included in the first addendum along with additional information including questions and responses from the pre-proposal conference. All questions submitted in writing to the Bid Specialist prior to the deadline will be answered in the form of addenda. All addenda will be posted on the BCISD website, under the heading of this Proposal.

Issuance of this RFP does not commit BCISD, in any way, to pay any costs associated with the preparation and submission of a Respondent’s Proposal. Nor does the issuance of the RFP obligate BCISD to award, enter into an agreement, or purchase any goods and services stated in the RFP.

WAIVER. BY SUBMITTING A PROPOSAL, EACH PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST THE OWNER, ANY OWNER’S CONSULTANTS, AND THEIR RESPECTIVE TRUSTEES, DIRECTORS, AGENTS AND EMPLOYEES, AND ANY REFERENCE SOURCES, ARISING OUT OF OR IN CONNECTION WITH THE

ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; WAIVER OF ANY REQUIREMENTS UNDER THE RFP DOCUMENTS; ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND AWARD OF THE CONTRACT EITHER BEEN SO FULFILLED BY THE PROPOSER.

DEFINITIONS AND TERMS: In this RFP, terms are used as follows:

“Agreement” is defined in Section 2—General Terms and Conditions.

“Proposer” or “Respondent” refers to the person/firm that submits a Proposal to this RFP.

“Project” means the Scope of Work for furnishing goods and services.

“Proposal” refers to the document submitted by an entity that addresses the scope and requirements of this RFP.

“RFP” refers to this Request for Proposal.

“Scope of Work” is set forth in Section 3—Scope of Work and Specific Conditions.

“Contractor” and/or “Vendor” refer to the person(s)/firm(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.

SPECIFICATIONS: Proposer(s) are expected to examine and be familiar with all requirements and obligations of this entire RFP. Failure to do so will be at the Proposer(s) risk. The evaluation criteria for the award of this RFP are set forth in Section 3—Scope of Work and Specific Conditions of this RFP at paragraph.

PROPOSAL INFORMATION REQUIRED: The Proposal shall be submitted in the order set forth below. Each section should be separated by a tab or divider of some kind to indicate the response to the individual request for information:

- A. Monetary Price Proposal. Provide a Price Proposal for all labor, services, materials, tools, equipment, and supervision necessary for final completion of construction of the Project in accordance with the Project Schedule, Contract Documents (including General, Supplementary and other Conditions of the Contract), Drawings and Specifications, Addenda and other Construction Documents provided. Proposer’s Offer shall include no amount for sales or use taxes for which Owner is exempt. Such taxes shall not be reimbursable costs. Proposer’s Monetary Proposal shall be prepared on the form attached hereto as **RFP Attachment A.**
- B. Proposer Qualification General Questionnaire. Complete and submit the Proposer Qualification General Questionnaire, **RFP Attachment B.**
- C. Felony Conviction Notification. Complete, sign and submit the Felony Conviction Notification Form, attached as **RFP Attachment C.**
- D. Non-Collusion Affidavit. Complete and submit the Non-Collusion Affidavit of Prime Proposer, attached as **RFP Attachment D.**
- E. Bid Security. Submit Bid Security documents as required by Section 2 of this Request for Competitive Sealed Proposals.
- F. Conflict Of Interest Questionnaire. (CIQ). Complete, sign and submit the Conflict of Interest Questionnaire, attached as **RFP Attachment E.**
- G. Acknowledgement Of Addenda. Complete, sign and submit the Acknowledgement of Addenda form, attached as **RFP Attachment F.**

- H. **Signature Page.** Complete, sign and submit Signature Page, **RFP Attachment G.** The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the Proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
- I. **Certificate of Interested Parties.** Texas Government Code, Section 2252.908 requires the Disclosure of Interested Parties, by a firm contracting with the District, using the form and procedure established by the Texas Ethics Commission, at the same time it submits a signed contract, if the contract award requires action or a vote by the Board of Trustees **or** the value of the Contract awarded as a result of the solicitation is at least One Million Dollars (\$1,000,000.00). The form requires disclosure of any “interested party” to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury. A copy of Form 1295 and further information about the process is available on the Texas Ethics Commission website. By submission of its Response to the RFQ, Respondent agrees that upon contract award and notification by the District of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code. Please consult your own legal advisor if you have questions regarding the statute or form.

SUBMISSION OF PROPOSALS: The Proposer(s) should propose their lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP.

All costs associated with the project must be enumerated in the Proposal. Any costs associated with the project not explicitly enumerated and discussed in the Proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project, if applicable. Travel expenses associated with the project must conform to Travel Reimbursement Rates posted on the Texas Comptroller of Public Accounts website for travel expenditures associated with governmental travel and must be pre-approved by the Owner before being incurred.

Owner reserves the right to request supplemental information of any and all Proposers to aid the Owner in the evaluation process.

SCHEDULE: The following schedule and timelines apply to this RFP, and is subject to change at the discretion of the Owner.

Timeline	
RFP Due	July 23, 2025 at 1 PM
Pre-Proposal Conference	July 15, 2025 at 10 AM at Falfurrias High School 100 Jersey Dr. Falfurrias, Texas 78355
Questions Due	July 18, 2025
Selected Proposal(s) Approved	August 6, 2025

Timelines set forth herein may be strictly enforced by the Owner. The Owner, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the Owner.

Proposer(s) are strongly encouraged to attend the pre-proposal conference, if applicable. The conference will start promptly **10 AM on July 15, 2025 at Falfurrias High School 100 Jersey Dr. Falfurrias, Texas 78355**. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the pre-proposal conference will be required to sign an attendance roster. In addition to their name and company name, each person will be asked to supply an email address, telephone number and a fax number for facsimile transmissions, if needed.

Award of the Project to Proposer(s) will be confirmed by an Award Letter, and/or Purchase Order.

LATE PROPOSALS: Responses submitted after the due date and time noted in this RFP shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The Owner is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. **There shall be no exceptions to these requirements.**

RETENTION OF PROPOSAL DOCUMENTATION: All Proposal materials and supporting documentation that are submitted in response to this Proposal becomes the permanent property of BCISD.

RESERVATION OF RIGHTS: The Owner reserves the right to reject any and all Proposals. The Owner reserves the right in its sole discretion to accept the Proposal(s) it considers the best value for the Owner, and the right to waive any and all minor irregularities in the Proposal(s). Additionally, the Owner reserves the right to waive any requirements of the RFP. The Owner further reserves the right to reject all Proposals and seek new Proposals when such action would be deemed in the best interests of the Owner.

THE PROCESS FOR AWARDING THE CONTRACT shall be conducted in accordance with Chapter 2269, Subchapter D of the Texas Government Code:

1. On the Proposal due date, the Owner will receive publicly open, and read aloud the names of the Proposers and all prices stated in each Proposal. Within a reasonable time, a committee to which the Board of Trustees has delegated this duty, will evaluate and rank each Proposal submitted in relation to the criteria and weight of criteria set out herein. Based on this evaluation, ranking, and recommendation by the Evaluation Committee, the Board of Trustees will select the Proposer that offers the best value for the Owner. In determining best value, the Owner is not restricted to price alone, but may consider any other factors stated in the selection criteria indicated herein.
2. Utilizing this ranking, the Owner will attempt to negotiate an agreement with the selected Proposer. During such negotiation, the Owner and its engineer or architect may discuss with the selected Proposer options for a scope or time modification and any price change associated with the modification. If the Owner is unable to negotiate an agreement with the first selected Proposer, the Owner will, formally, in writing, end negotiations with that Proposer and proceed to the next Proposer in the order of the selection ranking until an agreement is reached or all Proposals are rejected.
3. If an agreement is reached the selected Proposer shall, within ten (10) days after notice that its Proposal has been accepted, execute the negotiated contract for construction with the Owner and shall furnish the Performance and Payment Bonds in forms acceptable to the Owner.

SECTION 2—GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this RFP and incorporated into any formal written agreement between BCISD and the successful Proposer(s).

AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS: The Request for Proposals, with all Addenda, those provisions in the Proposal that are satisfactory to the Owner, and the Owner’s Agreement form(s), which may include, but are not limited to a written contract, agreement letter or Purchase Order constitute the Agreement between the Contractor and the Owner (collectively, the “Agreement”). **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY CONTRACTOR FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.** To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) Owner’s Agreement forms (written contract, agreement letter or Purchase Order as applicable), and (ii) RFP as provided by the Owner, to include all Addenda, and (iii) any Proposal provisions agreed to by the Owner. In the event that a project is awarded to a Contractor and the Contractor requests changes to the Agreement, the Owner reserves the right to cancel the award and re-award the project to an alternate Contractor(s).

In the event of a license agreement or other contract document requested by the Contractor for execution, the Owner reserves the right to review and amend such document at the Owner’s discretion.

A proposed Form of Contract showing the general form, terms and provisions of the contract for the services requested is attached as *Appendix A*. By responding to this RFP, the Respondent agrees to these standard provisions. **Respondent must delineate any comments and include an explanation for the change in a separate document attached to its Bid Proposal; otherwise Respondent is deemed to have accepted the form of the Agreement as written.** The final Agreement is subject to review and approval of the Owner’s legal counsel.

QUANTITY: There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by BCISD. However, the Contractor shall furnish all required goods and/or services to the Owner at the stated price, as required.

NON-ASSIGNMENT: The Contractor may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the Owner. The Contractor shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Contractor pursuant to this RFP.

USE OF OWNER’S NAME OR LOGO(S): Contractor may not use the Owner’s official name or logo, or any phrase associated with the Owner, without the written permission from the Owner’s representative.

AUTHORIZATION/PERMITS: The Contractor must have and maintain during the term of the Agreement current licenses, permits, fees and similar authorizations required by the City of Falfurrias, Brooks County and the State of Texas, where applicable, to conduct business and provide awarded goods and/or services to the Owner. Upon the request of the Owner, Contractor must provide copies of all such licenses, permits and fees as being paid for type of business they are seeking to provide to the Owner.

CRIMINAL HISTORY RECORDS CHECKS

For purposes of this Section (and all subsections), the following definitions shall be applicable:

1. “*Continuing Duties*” shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
2. “*Covered Employees*” shall mean, all employees of Contractor, as well as employees of Contractor’s subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee’s Continuing Duties.

Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the “Statute”), the Contractor agrees, that prior to commencement of work under the Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information (“CHRI”) required pursuant to the Statute on all of Contractor’s employees, independent contractors, agents, or subcontractors, contractor’s subcontractors of every tier (“Subcontractors”), Subcontractors’ employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a “Covered Employee” and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

A person does not have the opportunity for direct contact with students if:

1. the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code (“Instructional Facility);
2. for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
3. for a public work that involves an existing Instructional Facility:
 - a. the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six (6) feet in height; and
 - b. the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state (“Disqualifying Criminal History Offense”) shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner’s review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in the Agreement (including all subparts), as of that date, and that it:

1. has requested a Criminal History Records Check through the Owner on all Covered Employees, if any, of every tier, has provided the required information to the Owner to do so and reimbursed the Owner for same;
2. has obtained written certification from its independent contractors, and Subcontractors (of any tier) that they have provided the required information to the Contractor, necessary to secure the information from the Owner and reimbursed the Contractor for same; and
3. have excluded any Covered Employee reported by the Owner to have a Disqualifying Criminal History from assignment to the Project.

Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Project, Contractor will immediately remove the Covered Employee from Owner's property or other location where students are regularly present, and notify the Owner of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination.

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the Owner 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.

The Owner may terminate the Agreement if the Owner determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The Owner will compensate the person or business entity for services performed before the termination of the contract.

CONFLICT OF INTEREST DISCLOSURE: pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Brooks County ISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code. The Owner's electronic Conflict of Interest Disclosure form can be found on Owner web site and is attached herein as RFP Attachment E.

CERTIFICATE OF INTERESTED PARTIES: All contracts executed by the BCISD Board of Trustees, regardless of the dollar amount, require completion of Form 1295 "Certificate of Interested Parties", per Texas Government Code Section 2252.908. All vendors submitting a response to a formal Bid, RFP, Statement of Qualifications (SOQ), or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Additional information can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

BROOKS COUNTY INDEPENDENT SCHOOL DISTRICT VENDOR VERIFICATION FORMS: All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Vendor Verification Forms within this document.

CONTRACTOR DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION: The Owner reserves the right to audit various Contractor documents as requested by the Owner. From time to time, the Owner may desire to audit certain Contractor documents to ensure compliance with the Agreement and/or Proposal response. Some audits may include but are not limited to: checking Contractor's invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar

types of documents. The Contractor agrees to furnish the Owner, in a reasonable time at a mutually agreeable place, documents requested by the Owner to perform any such reviews or audits.

BCISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Contractor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Contractor shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U.S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

CONFIDENTIAL AND PROPRIETARY INFORMATION: The Owner and the Contractor may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within ten (10) working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

TEXAS PUBLIC INFORMATION ACT (TPIA): Proposers acknowledge that Owner is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the Owner is required to comply with TPIA requirements. Proposers must clearly and conspicuously mark any pages of their RFP response which they feel are "PROPRIETARY AND CONFIDENTIAL." In the event that the request involves documentation the Proposer has clearly marked as confidential and/or proprietary, the Owner will provide the Proposer with the notices under the TPIA. Proposer acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Proposer further acknowledges that pages of their RFP response not clearly marked as "PROPRIETARY AND CONFIDENTIAL" may be released as part of a TPIA request without notice to Proposer

WORK MADE FOR HIRE: All work resulting from this project shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and BCISD retains sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Contractor's personnel in the course of performing the work.

STUDENT CONFIDENTIALITY: Contractor acknowledges that the Owner has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Any student information provided to Contractor shall be provided in compliance with the requirements and exceptions outlined in FERPA. Contractor must comply with said law and regulations and safeguard student information. Contractor may not disclose student information to a third party without prior written consent from the parent or eligible student. Contractor must destroy any student information received from the Owner when no longer needed for the purposes of the Agreement.

INSURANCE: Unless otherwise agreed to by BCISD, the Contractor shall carry insurance with responsible carriers acceptable to BCISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Contractor shall furnish certificates of insurance (Acord Form) to BCISD indicating compliance with this paragraph. With no intent to limit Contractor(s) liability or the indemnification provision set forth herein, the Contractor(s) shall provide and maintain certain insurance in full force and effect at all times during the term of the Agreement and any extensions thereto.

The insurance, at a minimum, must include the following coverage and limits of liability:

Coverage	Limit of Liability
Worker's Compensation and Employer's Liability	Statutory Limit for Worker's Compensation
Employer’s Liability or other alternative replacement or substitute coverage can be used in place of Worker's Compensation. Any Proposal seeking to provide non-subscriber alternative to statutory Workers’ Compensation must be reviewed and approved by the Owner	Bodily injury by accident \$1,000,000 (each accident)
Commercial General Liability	Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and \$2,000,000 aggregate
Professional Liability	\$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (Including employer's non- ownership and hire auto coverage)	\$1,000,000 combined single limit per occurrence

Form of Policies. The insurance may be in one or more policies of insurance, the form of which must be approved by the Owner.

Insured Parties. Each policy, except those for Workers’ Compensation, Employer's Liability, and Professional Liability, must name the Owner (and its elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals during the term of the Contract.

Deductibles. A policy may contain deductible amounts only if the Owner approves the amount and scope of the deductible. Contractor shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the Owner, its officers, agents, or employees.

Cancellation. Each policy must expressly state that it may not be cancelled, materially changed, or non-renewed unless thirty (30) days advanced notice of cancellation is given in writing to the Owner by the insurance company. Contractor shall give written notice to the Owner within five (5) days of the date upon which total claims by any party against Contractor to reduce the aggregated amount of coverage below the amounts required by the Contract.

Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Owner, its elected and appointed officials, officers, agents or employees.

Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

Delivery of Policies. All of the insurance required to be carried by Contractor hereunder shall be by policies that give thirty (30) days written notice to the Owner before they may be cancelled or materially changed. Within such thirty (30) day period, Contractor covenants that it will provide either suitable policy in lieu of those about to be cancelled or materially changed, so as to maintain in effect the coverage required. Failure or refusal of Contractor to obtain and keep in force the above required insurance coverage shall authorize the Owner, at its opinion, to terminate the Agreement at once.

TAXES: BCISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the Owner will not be responsible for payment of the taxes. The Contractor shall absorb the taxes entirely. The Owner will supply tax exemption information upon request.

INVOICES/PAYMENT: BCISD standard payment terms are net thirty (30) days after receipt of goods/services AND invoice. Contractor may offer the Owner a cash discount for payment of an invoice(s) with stated discount terms. Contractor's invoices should be sent to: Brooks County Independent School District, Accounts Payable Department, 409 W Idaho, Brooks County, Texas 76380, unless otherwise specified.

Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Contractor's invoices must contain the appropriate BCISD Purchase Order number on the face of the invoice. Each line item on the invoice should contain the corresponding line-item number shown on the Purchase Order. Invoices submitted without the correct Purchase Order number shown may be returned to the Contractor for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

Invoices should be provided to the Owner in a timely manner. Contractor is requested to invoice the Owner within thirty (30) days of providing goods and/or services to the Owner. In the event a Contractor presents the Owner with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The Owner will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Contractor.

BID SECURITY:

Proposer must submit a certified or cashier's check or Proposal bond, made payable to the Brooks County Independent School District, executed by a corporate surety acceptable to the Owner, which is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570).

The bond amount or check shall be in the amount 5% of the of the largest possible total of the Proposer's Monetary Proposal. The Proposal Bond must be valid for sixty (60) days following the deadline for submission of Proposals; must be conditioned upon the Contractor entering into the Agreement in writing with the Owner in accordance with terms of the Proposal, and furnishing such bonds and other instruments as may be specified in the Contract Documents with good and sufficient Surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company; and reflect that the signatory to the bond is a designated Attorney-in-Fact.

Time is of the essence, and the award of the contract to the successful Proposer is expressly conditioned upon (i) the Proposer's execution and delivery of the contract, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Proposer is notified of the acceptance of its Proposal, and (ii) the Proposer's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Proposer fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the security as damages for such failure, rescind the award and thereafter negotiate with and award the contract to the next ranked Proposer, or may reject all Proposals.

The Bid Security deposited by all Proposers will be released/returned at such time as the Agreement has been executed by the successful Proposer. However, if Owner fails to accept any Proposal within sixty (60) days after the date scheduled for opening of Proposal and a Proposer withdraws its Proposal, its bid security will be released/returned upon withdrawal.

GOVERNING LAW: Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Brooks, State of Texas, shall be an appropriate place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

RELATIONSHIP OF THE PARTIES: It is understood and agreed that the Contractor is a separate legal entity from BCISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of BCISD. The Contractor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

NO WAIVER OF IMMUNITY: The Owner does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of BCISD. No waiver of a breach of any provision of the Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

INDEMNIFICATION: THE CONTRACTOR SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND BCISD AND EACH OF ITS RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY BCISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY CONTRACTOR AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THE AGREEMENT.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

NOTICE: Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Contractor's Contact Name and Address as noted in RFP Attachment B***

To: Brooks County Independent School District
Attn: Superintendent
200 W. Adams Street
Falfurrias, Texas 78355

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

SECTION HEADINGS: The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

THIRD PARTIES: Nothing relating to this project shall be deemed or construed to create any third-party beneficiaries or otherwise give any third-party any claim or right of action against BCISD or the Contractor(s). Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either BCISD or the Contractor.

TERMINATION:

Termination Without Cause.

1. The Agreement may be terminated by Owner without cause, prior to Owner's representative giving Contractor written Notice to Proceed, should Owner's representative, in its sole discretion, determine that it is not in Owner's best interest to proceed with the Agreement . Such notice shall be provided in accordance with the notice provisions contained in the Agreement , and shall be effective immediately upon delivery to the Contractor.
2. The Agreement may be terminated by the Owner at any time after issuance of the Owner's representative's Notice to Proceed, either for the Owner's convenience or because of Contractor's failure to fulfill the Agreement obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing the Contract, whether completed or in progress, delivered to the Owner.
3. If the termination is for the convenience of the Owner, following inspection and acceptance of Contractor's services properly performed prior to the effective date of termination an equitable adjustment in the agreement price shall be made. Contractor shall not, however, be entitled to lost or anticipated profit on unperformed services, should Owner choose to exercise its option to terminate, nor shall Contractor be entitled to compensation for any unnecessary or unapproved work performed during time between the issuance of the Owner's notice of termination and the actual termination date.
4. If the termination is due to Contractor's failure to fulfill its obligations, the Owner may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Owner thereby.
5. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, an equitable adjustment in the agreement price shall be made as provided in the above paragraph 3 of this Section.
6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement .
7. The Agreement may be terminated by the Contractor, at any time after issuance of the Owner's representative's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in the Agreement .

Defaults With Opportunity for Cure.

Should Contractor fail, as determined by the Owner's representative, to satisfactorily perform the duties set out in the Scope of Work; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the Owner shall deliver written notice of said default, in accordance with the notice provisions contained in the Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Contractor shall have ten (10) calendar days after receipt of the written notice to cure such default. If Contractor fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, Owner shall have the right, without further notice, to terminate the Agreement in whole or in part as Owner deems appropriate, and to contract with another Contractor to complete the work required by the Agreement. Owner shall also have the right to offset the cost of said new agreement with a new Contractor against Contractor's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of Owner to mitigate its losses.

Termination For Cause.

Upon the occurrence of one (1) or more of the following events, and following written notice to Contractor given in accordance with the notice provisions contained in the Agreement, Owner may immediately terminate the Contract, in whole or in part, "for cause":

1. Contractor makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to Owner in connection with the Agreement or its performance hereunder; or
2. Contractor violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in the Agreement, except those events of default for which an opportunity to cure is provided herein; or
3. Contractor fails to cure, or initiate steps reasonably calculated to cure, a default as required by the Agreement, within the time period required for cure; or
4. Contractor violates any rule, regulation or law to which Contractor is bound or shall be bound under the terms of the Agreement ; or
5. Contractor attempts the sale, transfer, pledge, conveyance or assignment of the Agreement contrary to the terms of the Agreement; or
6. Contractor ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Agreement shall continue) and such petition is not dismissed within forty-five (45) calendar days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Contractor's assets or properties.

Termination By Law.

If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, the Agreement shall automatically terminate as of the effective date of such prohibition.

Orderly Transfer Following Termination.

Regardless of how the Agreement is terminated, Contractor shall effect an orderly transfer to Owner or to such person(s) or firm(s) as the Owner may designate, at no additional cost to Owner. Upon the effective date of expiration or termination of the Agreement, Contractor shall cease all operations of work being performed by Contractor, or any of its subcontractors, pursuant to the Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Contractor, in connection with the services rendered by Contractor under the Agreement, regardless of storage medium, shall be transferred to Owner. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents.

Claims for Outstanding Fees.

Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of the Agreement, Contractor shall submit to Owner its claims, in detail, for the monies owed by Owner for services performed under the Agreement through the effective date of termination. **Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of Owner and constitute a waiver by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to the Agreement.**

Termination Not Sole Remedy.

In no event shall Owner's action of terminating the Agreement, whether for cause or otherwise, be deemed an election of Owner's remedies, nor shall such termination limit, in any way, at law or at equity, Owner's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

WARRANTIES: CONTRACTOR EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND THE RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. CONTRACTOR EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING CONTRACT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE OWNER'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE CONTRACT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE OWNER'S DIRECTOR OF PURCHASING.

UNENFORCEABLE SECTIONS: If any portion of this RFP or the resulting Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

SUBCONTRACTING: The Contractor shall not subcontract services provided in this RFP without prior written approval by BCISD.

WORK STOPPAGE: In no event shall BCISD be liable or responsible to the Contractor or any other person for or on account of, any stoppage or delay in work.

HAZARDOUS MATERIALS: In the performance of the Contractor's services, the Contractor shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Contractor shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Contractor's activities.

BUSINESS ETHICS: During the course of the project awarded by this RFP, the Contractor will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of BCISD, its authorized agents and representatives, or to family members of any of them. At any time the Contractor believe there may have been a violation of this obligation, the Contractor shall notify BCISD of the possible violation. BCISD is entitled to request a representation letter from the Contractor, its subcontractors or vendors at any time to disclose all things of value passing from the Contractor, its subcontractors or vendors to BCISD's personnel or its authorized agents and representatives.

BUSINESS CERTIFICATES/BCISD TAXES: All individuals or entries entering into a contract with BCISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

Corporations: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required Title 2 of the Business Organizations Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.

Partnerships and Joint Stock Companies, and Limited Liability Partnerships: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State in accordance with Title 4 of the Business Organizations Code, Texas Revised Limited Partnership Act. All partners in a partnership must file a “Certificated of Limited Partnership” with the secretary of state, which shall be made available for inspection upon request.

Entities whether, Corporate, Partnership, or Sole Owner must be current on BCISD Property Taxes: If commercial personal property is located within BCISD’s jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22 of the Texas Property Tax Code.

ATTORNEY FEES: In connection with BCISD’s defense of any suit against it and/or BCISD’s prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Contractor, in which BCISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, BCISD shall be entitled to recover its actual attorney’s fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

SECTION 3—SCOPE OF WORK, SPECIFIC CONDITIONS AND QUESTIONS

SCOPE OF WORK: At minimum, the Owner is seeking the following goods and/or services to be provided by the Contractor(s):

The Brooks County Independent School District (“BCISD” and/or “the Owner”) is seeking Proposals from qualified Contractors with the resources and experience to meet the needs of the Owner for the installation and upgrade of HVAC Systems at the Falfurrias High School Field House. The District’s current HVAC systems have been manufactured by Trane.

Criteria for selection of Contractor may include an on-site inspection by BCISD personnel of the Bidders Workshop area prior to Award of Bid.

Bidder shall be an established company providing this type of service.

Each Bidder shall familiarize his/herself with the Campus location and be held to have examined the same and be satisfied as to the extent of the Work and as to the conditions under which he/she will be obligated to perform the Work or that will in any manner affect the Work under the Agreement.

Proposals shall be submitted only on these forms. Deviations to the Terms and Conditions and/or Specifications shall be conspicuously noted in writing by the Contractor and shall be included in the Proposal. Unsolicited attachments and pre-printed forms/service agreements will be discarded and will have no bearing on this Proposal.

Contractor shall perform all Work in a superior Workmanlike manner, to the satisfaction of The Owner.

INCLUSIONS:

1. All damage to District property caused by the Contractor will be the Contractor’s expense.
2. The Contractor may provide any additional HVAC services as requested by the District. The price for additional services will be in accordance with the values provided as part of the Contractor’s RFP. Additional services and pricing will be agreed upon by both parties and billed separately.
3. Contractor shall be responsible for securing school sites upon Contractor’s exit. Contractor shall be responsible for any damage resulting from Contractor’s failure to secure an entrance to a school site—including but not limited to a failure to close doors or gates.

4. Contractor shall be responsible for Contractor's equipment at all times. Any equipment or materials left on site shall be the responsibility of the Contractor and Contractor agrees to waive all legal claims against the District for damage or loss of equipment or materials.

INVOICES/PAYMENT: BCISD standard payment terms are net thirty (30) days after receipt of goods/services AND invoice. Contractor may offer the Owner a cash discount for payment of an invoice(s) with stated discount terms. Contractor's original invoices should be sent to: Brooks County Independent School District, Accounts Payable Department, P.O. Box 589, 200 W. Adams Street, Falfurrias, Texas 78355, unless otherwise specified.

Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Contractor's invoices must contain the appropriate BCISD Purchase Order number on the face of the invoice. Each line item on the invoice should contain the corresponding line-item number shown on the Purchase Order. Invoices submitted without the correct Purchase Order number shown may be returned to the Contractor for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

Invoices should be provided to the Owner in a timely manner. Contractor is requested to invoice the Owner within thirty (30) days of providing goods and/or services to the Owner. In the event a Contractor presents the Owner with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The Owner will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Contractor.

The Owner reserves the right to cancel the Agreement, and/or any Work in progress, with written notice, due to non-satisfactory performance or if the Contractor is found to be in violation of the Terms and Conditions contained herein as determined by BCISD. Non-satisfactory performance may include, but not be limited to, delays attributable to malfunctioning equipment.

REQUIREMENTS:

1. Contractor must have the line of communication and staff support to provide an effective quality control program and make available technical support on a daily basis as required by the Owner. Crew-Leaders shall have a cell phone available for communication with BCISD representatives.
2. Contractor must meet standards of local, state and federal requirements.
3. Contractor shall provide all employees. In addition, the Contractor shall comply with the criminal history background checks contained herein. All preliminary criminal background checks must be completed prior to employment. All costs associated with criminal background checks and fingerprinting are the responsibility of the Contractor.

CONTRACTOR'S RESPONSIBILITIES:

The Contractor shall designate a representative who shall act as contact with the Owner's representative.

SAFETY:

1. All materials and performance of the Project will meet all Federal Health and Safety laws currently in effect, and those of local authorities having jurisdiction.
2. The Contractor shall take all necessary precautions for the safety of his/her employees on the job and of the general public.

SUBCONTRACTORS: In some projects, the Contractor delegates a part of or all the Work to subcontractors experienced in a specific phase of the Work. Although this is acceptable, the Contractor must understand that he remains solely responsible to the Owner for techniques, materials and quality of the Work performed by his subcontractors. All specifications, terms and conditions specified herein shall be complied with, the same as performed by the original Contractor.

Contractor shall procure at his own expense all necessary licenses and permits and shall conform to all Federal, State and Local laws, regulations, and ordinances applicable to the execution of the Contract. Further, the Contractor shall save and hold harmless and indemnify the Board of Trustees for Brooks County Independent School District, and its officers and employees against any and all liability, claims and/or cost of any kind or nature for injury to or death of any person or persons and for loss to any property occurring in connection with the performance of the services required under the Agreement.

EVALUATION FACTORS/METHODOLOGY: Evaluation and ranking will be based on the Proposer’s responses to the Proposer’s Monetary Proposal and the Proposers Questionnaire attached hereto as RFP Attachment A and B and the criteria specified below (weighted as indicated, against a total amount of 100%).

If the evaluation committee has reasonable grounds to believe that the proposer with the highest-ranking score is unable to perform the required services to the satisfaction of BCISD, BCISD reserves the right to make an award to another proposer who in the opinion of the evaluation committee would offer BCISD the best value. Evaluation and ranking will be based on the following criteria (weighted as indicated, against a total of 100%):

Criteria #	Criteria Description	Weighted Value
A	Proposer’s Monetary Proposal Price Proposal for all labor, services, materials, tools, equipment, and supervision necessary for final completion of construction of the Project in accordance with the Project Schedule, Contract Documents (including General, Supplementary and other Conditions of the Contract), Drawings and Specifications, Addenda and other Construction Documents provided, but not including any amount for sales or use taxes for which Owner is exempt.	50%
B	Experience, Background, & Qualifications The Proposer’s past experience on similar projects, past experience with the Owner, recent experience; and scheduling ability for on-time completion based on the proposed substantial completion date	20%
C	Extent to Which Goods or Services Meet District's Needs The Proposer’s selection of materials that are manufactured by or compatible with the District’s existing Trane HVAC equipment; lead time to obtain the required equipment	15%

D	Resources and Stability The Proposer’s available resources, including total number of employees in the organization, number and location of offices, equipment available to support this Project; current projects in-progress, including completion percentage and scheduled completion date; and financial stability based on financial references which can verify the financial stability of the Proposer	10%
E	Key Personnel The number and professional qualifications (to include licenses, certifications, associations) of key staff to be assigned to the Project and relevant experience on projects of similar size and scope	5%
	TOTAL	100%

WAIVER. By submitting its Proposal, the Proposer agrees and understands that the Owner shall not be obligated to award a construction contract for this project strictly on the basis of the lowest monetary offer proposed. **THE PROPOSER ALSO AGREES TO WAIVE ALL RIGHTS TO CLAIMS AGAINST THE DISTRICT, OR PERSONS AUTHORIZED BY THE DISTRICT, INCLUDING THE DISTRICT’S ARCHITECT, FOR ANY DAMAGES WHATSOEVER ARISING FROM THE OWNER’S OR SAID PERSON’S EVALUATION OF THE PROPOSER’S PROPOSAL AND/OR QUALIFICATIONS TO PERFORM THIS SPECIFIC PROJECT.**

ACCEPTANCE OF EVALUATION METHODOLOGY. By submitting its Proposals in response to this RCSP, the Proposer accepts the evaluation process and methodology, and further, acknowledges and accepts that determination of the “best value” offeror will require subjective judgments by the Owner.

RFP ATTACHMENT A
PROPOSER'S MONETARY PROPOSAL FOR BROOKS COUNTY HIGH SCHOOL FIELD
HOUSE HVAC UPGRADES

TO: BOARD OF TRUSTEES BROOKS COUNTY INDEPENDENT SCHOOL DISTRICT

Ladies and Gentlemen:

This Proposal is submitted by _____, whose address is _____, (hereafter called "Offeror"), for the **BROOKS COUNTY HIGH SCHOOL FIELD HOUSE HVAC UPGRADES** (hereafter called "Project" or "Projects").

MONETARY PRICE PROPOSAL:

Proposer agrees to furnish for the total sum of _____ Dollars (\$ _____), for all labor, services, materials, tools, equipment, and supervision necessary for final completion of the **BROOKS COUNTY HIGH SCHOOL FIELD HOUSE HVAC UPGRADES** in accordance with the Project Schedule, Contract Documents (including General, Supplementary and other Conditions of the Contract), Drawings and Specifications, Addenda and other Construction Documents provided. Proposer's Offer shall include no amount for sales or use taxes for which Owner is exempt. Such taxes shall not be reimbursable costs the, and everything incidental thereto.

Proposer's Monetary Proposal above is based on Substantial Completion not later than _____ (____) days from issuance of Owner's Notice to Proceed. **[Please provide proposed Substantial Completion Date as part of your Proposal]**

Proposer represents that, prior to preparing this Proposal, he or she has carefully read the Contract Documents, examined the site of the Project and has made an investigation such that he or she is fully informed of the conditions, facilities, difficulties, restrictions and requirements which he or she will, or may encounter in the completion of the Project in accordance with the terms of the Contract Documents.

Proposer acknowledges receipt of Addenda Nos. _____ through _____ and that the Proposals contained herein are offered in after review and consideration of same.

(initial) No Addenda were issued

Executed on this the _____ day of _____ 2025.

Proposer:
[full name and business structure]

Signature

Printed Name, Title

Note: If Offeror is a Joint Venture, an authorized signature from a representative of each party is required.

RFP ATTACHMENT B
PROPOSER QUALIFICATION GENERAL QUESTIONNAIRE

SECTION A - GENERAL INFORMATION

1. **Company Information:** Provide the following information regarding your company.

Name/Name of Organization/Company: _____

Address _____

State: _____ Zip Code: _____ Telephone: _____ Fax: _____

Please attach the following information regarding business Organization (Corporation, Partnership, Individual, Joint Venture, Other): (1) the state where chartered; (2) names of all principals (officers, directors, partners, general or managing partners etc); and (3) if your organization was chartered outside of the state of Texas, a statement regarding whether are you registered to do business in Texas.

2. **Contact Information:** List the person who the Owner may contact concerning your Proposal or setting dates for meetings.

Name: _____

Address _____

State: _____ Zip Code: _____ Telephone: _____ Fax: _____

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

Yes No

4. Is your Company authorized and/or licensed to do business in Texas?

Yes No

5. Provide any other names under which your business has operated within the last 5 years.

6. **Debarment/Suspension Information:** Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes No

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

7. **Surety Information:** Have you or the Company ever had a bond or surety canceled or forfeited?

Yes No

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

8. **Bankruptcy Information:** Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

9. **Contractor Default.** Have you or the Company defaulted and been removed from any construction Project in the last ten (10) years.
Yes No

If yes, state the name and address of the individual or entity with whom the Project was contracted, the name of the Project, the date of removal and the reason for removal.

SECTION B - EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. **Past Experience on Similar Projects.** Identify the three most significant clients (whether School District or non-School District projects) for which the Proposer has provided services similar to the Scope of Services requested by this RFP, within the past 5 years. Include a brief description of the services provided, the dates of service, and a point of contact with name, address, and current fax, email, and phone number.
2. **Past Experience with the Owner.** Has the Proposer performed work for the Owner within the last 5 years? If so, indicate if the work performed was as a prime contractor or as a subcontractor, the Project on which the work was performed, describe the work performed and the date performed.
3. **Recent Experience.** What Projects, if any, of a similar size and nature has Proposer acted as General Contractor or Construction Manager in the last twelve (12) months.
4. **Scheduling Ability/On Time Completion/Proposed Substantial Completion Date For this Project**
What percentage of the Projects on which you have acted as General Contractor in the last five (5) years, have been completed on-time? ____Percent

Of those not completed on-time, what was the cause of the delay and how did you address it?

SECTION C – Extent to Which Goods or Services Meet District's Needs

1. **Proposed manufacturer.** Identify what manufacturer the Proposer intends to utilize to meet the design specifications on this Project. Include the specific product lines or models proposed. Provide a detailed explanation supporting the selection of the proposed manufacturer(s). The explanation should demonstrate how the proposed equipment offers the best value to the Owner in terms of: compatibility with existing systems; energy efficiency and sustainability; reliability and performance history; warranty and service support; initial cost and total lifecycle cost; availability of replacement parts and service technicians.
2. **Lead Time.** Provide an estimate of the anticipated lead time for the proposed equipment to be delivered and ready for installation.

SECTION D – RESOURCES AND STABILITY

1. **Resources and Stability.**
Provide information on available resources, including total number of employees in your organization, number and location of offices, equipment available to support this Project.

Describe the major projects your organization currently has **in progress**, giving the name and location of project, your role on the project (i.e. Contractor, Construction Manager, or Other), the contract percent complete and scheduled completion date.

Identify two financial references which can verify the financial stability of the firm. One of these references should be your current banking organization. For each, provide a point of contact with name, address, and current fax, email, and phone number.

SECTION E – KEY PERSONNEL

1. **Key Personnel.** Identify the number and professional qualifications (to include licenses, certifications, associations) of key staff to be assigned to the Project and relevant experience on projects of similar size and scope. Response provided should, at a minimum, include information regarding principals of your organization and proposed on-site project manager and/or construction superintendent.

RFP ATTACHMENT C
FELONY CONVICTION NOTIFICATION

Texas Education Code, 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 Owner 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 Owner 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 Owner must compensate the person or business entity for services performed before the termination of the contract.”

This notice is not required of a Publicly-Held Corporation.

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

Vendor’s Business Name _____

Authorized Company Official’s Name (Printed) _____

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

Signature of Company Official: _____

Date Signed: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

Date Signed: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (printed name and general description of type of felony or felonies):

1. _____
2. _____
3. _____
4. _____

Signature of Company Official: _____

Date Signed: _____

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.

RFP ATTACHMENT F
ACKNOWLEDGEMENT OF ADDENDA

I, _____, acknowledge receipt of the following Addendums to the Request for Proposals for _____ issued by Brooks County Independent School District, on behalf of the Vendor listed below:

Addendum No. ____ . Dated: _____ Entitled: _____

Addendum No. ____ . Dated: _____ Entitled: _____

Addendum No. ____ . Dated: _____ Entitled: _____

Vendor's Business Name: _____

Vendor's Representative Signature: _____

Vendor's Representative Title: _____

RFP ATTACHMENT G
SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

Check (✓) the box that indicates business structure of Proposer

Individual/Sole Proprietorship Partnership or Joint Venture Corporation Other Entity
(State Type)

The undersigned certifies that (s)he is _____(title) of the Proposer entity named below; that (s)he is authorized to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

11-digit Comptroller's Taxpayer Number
Number

Employer Identification

Respondent Organization Name

By: _____
Printed Name: _____
Title: _____

By: _____
(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)
Printed Name: _____
Title: _____

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Competitive Sealed Proposals, on which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Competitive Sealed Proposals

By signing and executing this Proposal, I further certify on behalf of my organization and represent to the Brooks County Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by **TEXAS PENAL CODE CHAPTER 36**, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this Proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this Proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Brooks County Independent School District concerning this Proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposer so as to give the undersigned a preferential advantage with respect to this Proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer 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 Brooks County Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this Proposal; the Proposer certifies and represents that it has not nor 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 Brooks County Independent School District in connection with information regarding this Proposal, the submission of this Proposal, the award of this Proposal or the performance, delivery or sale pursuant to this Proposal.

APPENDIX A
AIA Document A104- 2017 - Standard Abbreviated Form of Agreement Between Owner and Contractor, as amended by Owner

APPENDIX B
Prevailing Wage Rates