



Kerry Wright  
CFO

January 6, 2020

## REQUEST FOR PROPOSAL #1920-1 NOTICE

### 1. PROPOSAL DELIVERY, TIME & DATE

- 1.1. Notice is hereby given that the Region 17 Education Service Center, hereinafter referred to as "ESC", will receive **up to but not later than Monday, February 10, at 1:00 pm**, proposals for the:

#### **INSTALLATION OF AN IRRIGATION SYSTEM ON SOUTH END OF PROPERTY**

Proposals received after that date and time will not be accepted and shall be returned to the bidder unopened. Proposals shall be received in the ESC Business Office located at:

Region 17 Education Service Center  
Kerry Wright, CFO  
1111 W. Loop 289  
Lubbock, TX 79416

The enclosed forms listed in Section 3 of the General Terms and Conditions **MUST** be used in submitting your proposal. **Please mark your proposal envelope plainly in the lower left corner: "RFP #1920-1".**

- 1.2. Bidders are responsible for making certain that proposals are delivered to the Business Office by the deadline. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If bidder does not hand deliver the proposal, we suggest that he/she use a delivery service that provides a receipt.
- 1.3. Proposals will be accepted in person, by United States Mail, by United Parcel Service or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. Proposals may be withdrawn prior to the above scheduled time set for receiving the proposals. Any proposal received after the date and hour specified will be rejected and returned unopened to the bidder. See section 1.7 for ESC hours of operation.
- 1.4. Proposals will be opened **Monday, February 10, 2020, at 3:00 p.m.** in Room 134 at the ESC. Bidders are welcome to attend the opening but are not required to attend. Company names will be announced from the proposals submitted and the proposals will be opened. No further discussion will be held at this meeting.
- 1.5. The ESC reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities, and to make recommendations for awards in the best interest of the ESC.
- 1.6. The ESC reserves the right to postpone the date and time for the deadline of receipt of proposals through an addendum.
- 1.7. Office hours are 8:00 a.m. – 5:00 p.m. Monday through Thursday and 8:00 a.m. – 4:00 p.m. on Friday.

1.8. Timelines/deadlines for this Proposal are listed below:

- RFP available online: **Monday, January 6, 2020**
- Pre-proposal Conference: **1:30 pm, Monday, January 20, 2020**
- Questions/Request for Additional Information deadline: **4:00 pm, Monday, January 27, 2020**
- Posting of any Addendum: **4:00 pm, Thursday, January 30, 2020**
- Deadline for Receipt of Proposals: **1:00 pm, Monday, February 10, 2020**
- Proposal opening: **3:00 pm, Monday, February 10, 2020**

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Kerry Wright  
CFO



## **GENERAL TERMS AND CONDITIONS**

### **1. APPLICABILITY**

- 1.1. All items listed under the General Terms and Conditions apply unless otherwise stated in the Specifications.
- 1.2. These conditions are applicable and form a part of the contract documents in each service contract and a part of the terms of each purchase order for service included in the specifications and proposal forms issued herewith.

### **2. USE OF ESC DOCUMENTS**

- 2.1. Proposals must be submitted on forms provided by the ESC. No alteration to the ESC forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent of the ESC.
- 2.2. Reproduction of ESC documents is permitted, so long as reproduced copies are exactly the same in size, format and content as forms prepared by the ESC. Any proposal submitted in altered form may result in rejection of such proposal at the option of the ESC.

### **3. PROPOSAL COPIES**

- 3.1. A complete proposal will consist of one original of the proposal submittal documents in a sealed envelope or container.
- 3.2. All proposals must include the following documents:
  - a) Proposal Submittal
  - b) Questionnaire
  - c) Deviation/Compliance Form
  - d) Debarment or Suspension & Proposal Certification
  - e) Felony Conviction Notification
  - f) Resident Bidder Certification
  - g) Historically Underutilized Business ("HUB") Certification
  - h) Conflict of Interest Questionnaire (if applicable)
  - i) Any addenda issued under Section 5 of these General Terms and Conditions
- 3.3. The bidder shall sign and date their proposal.

### **4. REQUEST FOR ADDITIONAL INFORMATION**

- 4.1. A Pre-proposal Conference will take place on **Monday, January 20, 2020, at 1:30 p.m.** It will take place at the ESC, located at **1111 W Loop 289**. The Conference will provide interested and eligible bidders the opportunity to ask questions regarding the project so that the bidder may assess whether their business is interested in the project and qualified to complete the work.

- 4.2. All requests for additional information or clarification concerning this Request for Proposal must be submitted, **in writing**, and addressed to the CFO **on or before Monday, January 27, 2020 at 4:00 PM:**

Kerry Wright, CFO  
kwright@esc17.net

- 4.3. Prior to the final selection, bidders may be required to submit additional information that the ESC may deem necessary to further evaluate the bidder's qualifications.

## **5. CLARIFICATION AND ADDENDA**

- 5.1. Any bidder in doubt as to the true meaning of any part of the General Terms and Conditions and Specifications may request, **in writing**, an interpretation thereof from the CFO prior to the deadline specified in Section 4.1 of the General Terms and Conditions. Please direct all requests to [kwright@esc17.net](mailto:kwright@esc17.net). The interpretation will be made by written addendum issued by the CFO.
- 5.2. The addendum will be posted on the ESC website ([www.esc17.net](http://www.esc17.net)) select "About Us" then "Bids/Proposals". All addenda addressing questions will be posted to the website **no later than Thursday, January 30, 2019, by 4:00 PM**. All bidders are expected to review the ESC website for any applicable addenda so that said addenda will become part of the proposal package having the same binding effect as provisions of the original proposal. No verbal explanations or interpretations will be binding.
- 5.3. The ESC does not assume responsibility for the bidder's receipt of any addenda posted on ESC website.
- 5.4. A copy of all addenda issued must be signed and returned with your proposal

## **6. WITHDRAWAL OR MODIFICATION OF SUBMITTED PROPOSAL**

- 6.1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for receipt of proposals. A request to withdraw a proposal must be in writing and be received by the ESC prior to the scheduled time for receipt of proposals.
- 6.2. No amendment, addendum or modification shall be accepted after the deadline for submitting the proposal to the ESC. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the time scheduled for receipt of proposals.
- 6.3. No bidder may have more than one proposal on file with the ESC.
- 6.4. After the scheduled time for receipt of proposals, proposals may not be withdrawn for 20 days.
- 6.5. Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents

## **7. DEVELOPMENT OF SPECIFICATIONS**

- 7.1. The ESC reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified, and subsequent thereto.

## **8. DELIVERY**

- 8.1. Delivery required in this proposal shall be freight prepaid; F.O.B. destination and proposal prices shall include all freight and delivery charges.

- 8.6. The ESC shall not be responsible for any “hidden damage” for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial Code.

## 9. SPECIAL TOOLS AND TEST EQUIPMENT

- 9.1. If the proposal price stated on the proposal submittal section of the proposal includes the cost of any special tooling or special test equipment fabricated or required by the bidder for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the ESC, and to the extent feasible shall be identified by the bidder as such.

## 10. ERASURES OR CORRECTIONS TO PROPOSALS

- 10.1. Any erasures and/or corrections to proposals, whether executed prior to or subsequent to the original proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction the signature of the person or persons signing the proposal.

## 11. INSPECTION OF DOCUMENTS

- 11.3. The ESC is not responsible for incomplete proposal packets.

## 12. WARRANTIES

- 12.2. If a bidder's proposal is accepted by the ESC the price to be paid by the ESC shall be that contained in bidder's proposal which bidder warrants to be no higher than bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event bidder breaches this warranty, the prices of the items shall be reduced to the bidder's current prices on orders by others, or in the alternative, the ESC may cancel this contract without liability to bidder for breach or bidder's actual expense.

- 12.3. If a bidder's proposal is accepted by the ESC, the bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty the ESC shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage or contingent fee.
- 12.4. If a bidder's proposal is accepted by the ESC, the bidder shall not limit or exclude any implied warranties and attempt to do so shall render the contract void at the option of the ESC. Bidder warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this proposal invitation, and to the sample(s) furnished by the bidder, if any. In the event of a conflict between the specifications, drawing, and descriptions, the specification shall govern.
- 12.5. If a bidder's proposal is accepted by the ESC, then the bidder warrants that the product sold to the ESC shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act. In the event the product does not conform to OSHA standards, the ESC may return the product for correction or replacement at the bidder's expense. In the event the bidder fails to make the appropriate correction within a reasonable time (15 working days) correction made by the ESC will be at the bidder's expense.

### **13. SOLE SOURCE, PATENTED OR COPYRIGHT PROTECTED ITEMS**

- 13.1. The fact that a particular item is covered by a patent or copyright does not automatically mean that the purchase falls under the provisions pertaining to exemptions from the proposal requirements for items available from only one source. In fact, patents cover nearly all consumer goods. To be a bona fide exemption to the proposal requirement, there must be no other like items available for purchase that would serve the same purpose or function, and only one price for the product because of exclusive distribution or marketing rights. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the bidder shall indemnify and hold harmless the ESC from any and all loss, cost, expenses and legal fees on account of manufacture, sale, or use of such article in violation of infringement or the like of rights under such patent, copyright, trademark or application.

### **14. PROPOSAL COST**

- 14.1. The ESC shall not be liable for any cost incurred by a bidder in the preparation or delivery of its response to this proposal or for any other cost incurred because of this proposal.
- 14.2. The issuance of this proposal does not obligate the ESC to enter into a contract for any services or equipment.

### **15. PROPOSAL DISCLOSURE**

- 15.1. In the event that a bidder desires to claim that portions of its proposal are exempt from disclosure, it is incumbent upon the bidder to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. The ESC will consider a bidder's request(s) for exemption from disclosure; however, the ESC will not be bound by the assertion that a page contains exempt material. An assertion by a bidder that an entire volume of its proposal is exempt from disclosure will not be honored.
- 15.2. Until a contract resulting from this proposal is executed, no employee, agent or representative of any bidder shall make available or discuss its proposal with the press, any elected or appointed official or officer of the ESC, or any employee, agent or other representative of the ESC, unless specifically allowed to do so in writing by the ESC, except as specified in Section 18.7 of the General Terms and Conditions, for the purposes of clarification, evaluation and/or awarding the proposal.

Bidders shall not issue any news release(s) or make any statement to the news media pertaining to this proposal or any proposal and/or contract or work resulting there from without the prior written approval of the ESC and then only in cooperation with the ESC.

- 15.3. By signing this proposal, a bidder affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.
- 15.4. Bidder shall note any and all relationships that might be a conflict of interest and include such information with the proposal. In accordance with Local Government Code 176.003(a)(2)(A), if applicable, bidder shall note relationships with an officer of ESC on **Conflict of Interest Form CIQ** available at [www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm).
- 15.5. By signing this proposal, a bidder affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this proposal.
- 15.6. If a bidder's proposal has been accepted by the ESC, the bidder shall not advertise or publish, without the ESC's prior consent, the fact that the ESC has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

## **16. ASSIGNMENTS AND SUBCONTRACTING**

- 16.1. No part of this order may be assigned or subcontracted without the prior written approval of the ESC. Any attempted assignment or delegation by the bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

## **17. LICENSES, PERMITS, TAXES**

- 17.1. The price or prices for the services shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.
- 17.2. The ESC is exempt from all state sales taxes. Tax exemption certificates will be supplied upon request.

## **18. AWARD OF CONTRACT**

- 18.1. The ESC reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any proposal or in the proposal process. The contract will be awarded to the responsible bidder whose proposal is most advantageous to the ESC, considering the relative importance of price and the other evaluation criteria that may be included in the proposal.
- 18.2. ESC may adjust timeline and/or ask additional questions of bidders based on initial responses
- 18.3. The ESC retains the right not to purchase solely on the basis of low proposal; quality and suitability to purpose will be the controlling factors and the ESC reserves the right to arrive at such by means deemed appropriate. The proposal award shall be based on the following factors:
  - 18.3.1. The Irrigation proposal award shall be based on:

|     |   |
|-----|---|
| 40% | Prices/charges and the total long-term cost to the ESC to acquire the vendor's goods and services |
| 25% | System design   |
| 25% | Bidder's past performance record and relationship with the ESC; reputation of the bidder          |
| 10% | Installation timelines  |

- 18.4. The ESC may, by written notice to contractor, cancel the contract if it is found by the ESC that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee or members of the Board of Directors with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order.
- 18.5. ESC may conduct contract negotiations on details beyond what is specified in this RFP.
- 18.6. ESC may negotiate best and final pricing with winning bidder.
- 18.7. It is expected that all contacts by bidders with any ESC personnel and members of the Board of Directors begin with Kerry Wright, CFO. When appropriate, Kerry Wright may refer bidders to communicate with Leon Lane, Facilities Supervisor. Failure to follow this procedure is grounds for eliminating the bidder from any further consideration of awarding the contract.
- 18.8. In connection with the performance of work under the contract, the contractor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

**19. NON-APPROPRIATION CLAUSE**

- 19.1. Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Directors of the ESC reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

**20. UNIFORM COMMERCIAL CODE**

- 20.1. All contracts and agreements between bidders and ESC shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as most recently revised.

**21. FORFEITURE FOR FAILURE TO EXECUTE CONTRACT**

- 21.1. In the event that a bidder is awarded the Contract, but fails or refuses to execute the contract within ten (10) business days from the date of notification of award, the ESC may award the contract to the bidder whose proposal was rated as the next best value to the ESC. The ESC, alternatively at its discretion, may call for new proposals or may decline to award the contract.

**22. CONTRACTS FOR PURCHASE**

- 22.1. Contracts for purchase will be put into effect by means of a purchase order(s) executed by the Business Office after proposals have been awarded, or by means of a written contract and a purchase order(s) in such instances where applicable.
- 22.2. Any additional agreements/contracts to be signed by the ESC shall be included with the proposal.
- 22.3. Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.

**23. NON-PERFORMANCE**



- 23.1. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract proposal. Cancellation by the ESC may be made upon thirty (30) calendar days written notice to the successful bidder. The ESC shall not pay for work, equipment, or supplies that are unsatisfactory. Bidders will be given a reasonable opportunity, thirty (30) calendar days, before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- 23.2. If, at any time, the bidder fails to fulfill or abide by the terms, conditions, or specifications of the contract, the ESC reserves the right to: a) Purchase on the open market and charge the bidder the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time, or c) cancel the contract within thirty (30) calendar days written notification.
- 23.3. The ESC shall have the right to cancel for default all or any part of the undelivered portion of this order if bidder breaches any of the terms hereof including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the ESC may have in law or equity.
- 23.4. The Business Office of the ESC is charged with the responsibility of creating a healthy and competitive atmosphere among a large number of bidders: however, bidders may be removed from the various proposal list due to:
- Lack of response to proposal invitations.
  - Non-competitive proposals (proposing on or receiving a very small part of proposals)
  - Failure to adhere to terms and conditions of proposals
  - Substituting (without approval) items other than those actually proposed.
  - Failure to render service normally associated with the sale of goods; i.e. delivery dates, shipment problems, return and replacement of damaged goods, provide (within reason) availability of contact person associated with proposal.

## 24. INDEMNIFICATION

- 24.1. The contractor will defend, indemnify, hold harmless and exempt the ESC, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, or employees.

## 25. VENUE

- 25.1. All parties agree that venue for any litigation arising from this contract shall lie in Lubbock County, Texas.

## 26. NO ISRAEL BOYCOTT

- 26.1. The parties agree that, in accordance with Texas Government Code section 2271.002, the following provision and verification applies to this Service Agreement if: (1) the value of the Agreement is \$100,000 or more; (2) the bidder is not a sole proprietor; and (3) the bidder employs 10 or more full-time employees: **The bidder hereby verifies it does not and will not boycott Israel during the term of this contract. "Boycott" 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.**

## 27. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

- 27.1. In accordance with Texas Government Code, Chapter 2252, Subchapter F, ESC is prohibited from entering in a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, bidder certifies to ESC that it is not a listed company under any of those Texas Government Code provisions. Bidder hereby voluntarily and knowingly acknowledges and agrees that the subsequent Agreement shall be null and void should facts arise leading the ESC to believe that the bidder was a listed company at the time of this procurement.

**28. CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED  
(CJ(LEGAL)/20 U.S.C. 7926)**

- 28.1. In the event federal funds are used to compensate bidder herein, bidder hereby certifies and agrees that it shall not assist an employee, contractor, or agent of the ESC in obtaining a new job if the bidder knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.



## **SPECIFICATIONS**

### **29. Purpose**

- 29.1 The ESC desires a contract for the installation of an irrigation system that will use an existing water well. The purpose of this Request for Proposal (RFP) is to provide sufficient information for vendors to prepare and submit proposals for evaluation. The words "bidder" and "vendor" are used as synonyms in this RFP.

### **30. Scope**

- 30.1 This RFP is the official request for responsible parties to submit their offerings and qualifications to the ESC. Prospective bidders are requested to offer connectivity to the existing irrigation system located on the premises at :  
1111 W Loop 289, Lubbock, TX 79416.

### **31. Desired Irrigation of Large Grass area on South End of the Property**

- 31.1 The ESC is requesting pricing and specifications for the installation of an irrigation system that uses an existing water well to irrigate the grass field on the south end of the property (approximately 5 acres see appendix 1).
- 31.2 The system must incorporate a way to connect to the separate and existing irrigation system at the north end of the property so that the whole system could be run from one of two wells.
- 31.3 Proposal must specify if the new system will use existing control panel with expansion modules or if new control panel will be installed.
- 31.4 If new panel is installed, a rain/freeze sensor is required.
- 31.5 Proposal must include water pack of all ditch lines.
- 31.6 Main line must be a 2.5" line.
- 31.7 The system must include at least a 2" backflow preventer valve on the main line.
- 31.8 Irrigation system must meet city and state inspection procedures.

### **32. Alternate 1**

- 32.1 The ESC is also requesting separate pricing and specifications for installation of a sand filter for the new, south water well.

### **33. Terms and Conditions**

- 32.1 The selected vendor(s) will be required to assume responsibility for all services obtained under contracts resulting from this RFP. ESC will consider the selected vendor to be the sole point of contact regarding payment of any and all charges resulting from contract obligations. It will be the responsibility of the vendor(s) to verify completeness of each order, and its suitability to meet the needs of the ESC. Defacement of the premises resulting from any installation by the vendor or his agent will be the responsibility of the vendor for replacement or repair unless otherwise agreed to in writing by the ESC.
- 32.2 Bidder shall ensure any employees, contractors, subcontractors, etc., have passed a criminal background check prior to installing or servicing bidder infrastructure located in the ESC.
- 32.3 Each bidder, by signing and returning this proposal, stipulates that he/she has read, understands, and will comply with all provisions of this RFP.

### **33 Pricing and Delivery Information:**

- 33.1 Only net pricing will be considered for purposes of awarding this RFP; please use only end net pricing to the ESC. Pricing elements not identified by vendors in their response to this RFP will not be honored by the ESC unless they are extraordinary items authorized in writing by the ESC prior to installation. All pricing shall be firm and fixed for a period of 90 days from the opening of this bid and shall remain firm and fixed for the duration of the contract period unless lowered by vendor. All submitted pricing must include: Submitted pricing must also include costs for any additional equipment, materials, labor, or services necessary for the installation. The bidder must include:

- 33.1.1 Proposal Submittal forms
- 33.1.2 Other Required forms (Questionnaire, Deviation/Compliance Form, Debarment or Suspension & Proposal Certification, Felony Conviction Notification, Resident Bidder Certification and Historically Underutilized Business (“HUB”) Certification, Conflict of Interest Questionnaire)



## **PROPOSAL SUBMITTAL**

[Address each criterion listed in the Specifications and the total cost for providing those goods and services. Further, you may include any information that you believe may assist the ESC in determining how your firm's solution surpasses your competitors].

**Pricing and specifications for the installation of an irrigation system. \$ \_\_\_\_\_**

**Mandatory- proposal must include attached design of the system and equipment list.**

**Approximate Installation Time \_\_\_\_\_**

**Other information about your company.**

**Alternate 1 \$ \_\_\_\_\_**

**RETURN THIS DOCUMENT IN PROPOSAL**



## **QUESTIONNAIRE**

**Please provide the following information in the sequence and format contained herein. This form can be retyped at the proposer's option. Supplemental materials providing additional information may be attached.**

Please provide delivery time estimates for the services quoted. It is the desire to have services installed as close to April 1, 2020 as possible.

**RETURN THIS DOCUMENT IN PROPOSAL**



## **DEVIATION/COMPLIANCE FORM**

If the undersigned bidder intends to deviate from the General Terms and Conditions or Specifications listed this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Business Office will consider any deviations in its bid award decisions, and the Business Office reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachment or inclusions.

In the absence of any deviation entry on this form, the bidder assures the ESC of their full compliance with the General Terms and Conditions, Specifications and all other information contained in this Request for Proposal Invitation.

☐ No Deviations

☐ Yes Deviations

List any deviations your company is submitting below:

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---

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN PROPOSAL**



## **DEBARMENT OR SUSPENSION & PROPOSAL CERTIFICATION**

**DEBARMENT OR SUSPENSION.** Federal Law (A-102) Common Rule and OMB Circular (A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients). Contractors (Vendors) receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. By signature of this solicitation, the Proposer affirms that neither they nor their principals are suspended or debarred by a federal agency.

**PROPOSAL CERTIFICATION.** It is understood and agreed that the Region 17 Education Service Center reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal as so modified, and subsequent thereto.

In compliance with this solicitation I, the undersigned Proposer for the firm named below, of lawful age, do certify that I am the agent authorized by the bidder/proposer to submit the attached proposal. I further state that neither I nor my company have been a party to any collusion among bidders in restraint of freedom of competition by agreement to proposal/propose at a fixed price or to refrain from bidding/proposing; or with any official or employee of the Region 17 Education Service Center as to quantity, quality, or price of the item or prospective contract proposal/proposal, or any other terms concerning exchange of money or other thing of value for special consideration in the awarding of bid/proposal or letting of contract; that the bidder/proposer has not been paid, given or donated, or agreed to pay, give up or donate to any officer or employee of the Region 17 Education Service Center either directly or indirectly in the procuring of the award of a purchase or contract pursuant to this proposal/proposal.

Having carefully examined this RFP, the undersigned hereby proposes and agrees to furnish information and pricing in compliance with the General Terms and Conditions and Specifications of this RFP to provide the design and installation of an irrigation system.

**THIS PROPOSAL MUST BE SIGNED; FAILURE TO SIGN THIS PROPOSAL WILL BE SUFFICIENT REASON FOR REJECTION OF PROPOSAL.**

PROPOSAL SUBMITTED BY:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN PROPOSAL**





## **FELONY CONVICTION NOTIFICATION**

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

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

This Notice Is Not Required of a Publicly-Held Corporation.

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

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

\_\_\_\_\_  
Printed Name and Title of Authorized Company Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please complete and sign the appropriate statement below.

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

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

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

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

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

Name of Felon (If more than one, list on back of this sheet):

\_\_\_\_\_  
Felony Conviction (brief explanations) (If more than one, list on back of this sheet):

\_\_\_\_\_  
**RETURN THIS DOCUMENT IN PROPOSAL**



## **RESIDENT BIDDER CERTIFICATION**

In order for proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

As defined by Texas House Bill 602, a “nonresident bidder” means a bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “resident bidder”:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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If you qualify as a “nonresident bidder,” you must furnish the following information:  
What is your resident state? (The state your principal place of business is located.)

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

(A) Does your “residence state” require bidders whose principal place of business is in Texas to underbid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
“Residence state” means the state in which the principal place of business is located. YES \_\_\_\_\_ NO \_\_\_\_\_

(B) What is the amount or percentage? \_\_\_\_\_%

I certify that the above information is correct.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN PROPOSAL**



## **HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency 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.

\_\_\_ I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. (Required documentation for recognition as a HUB must be sent with response)

\_\_\_ My business has NOT been certified as HUB.

I certify that the above information is correct.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN PROPOSAL**

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

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- (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.