



HUGHES SPRINGS ISD

871 Taylor
Hughes Springs, TX 75656

**REQUEST FOR
QUOTATION:**

**CLASSROOM A/V
EQUIPMENT 2023**

I. NOTICE

Hughes Springs Independent School District (HSISD) is requesting proposals for classroom audio visual equipment and installation. The awarded items will be purchased in part utilizing available funds through the Elementary and Secondary Schools Emergency Relief grant under the American Rescue Plan (ESSER III). This document is a formal request for proposals for classroom audio visual equipment and installation. Included are requirements and documents necessary to facilitate a “complete bid” acceptable for consideration for award.

II. TERMS & CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

2.0 Response Submission

Responses to this RFQ must be submitted in sealed packages. Packages must be delivered by either United States Postal Service, express delivery, or personally on or before February 1, 2023, at 9:00 AM, at which time they will be opened and evaluated privately. Proposals should be dispatched to the HSISD Administration Building, 871 Taylor Street, Hughes Springs, Texas 75656. Any proposals received late will be returned unopened. Hughes Springs Independent School District is not responsible for proposals misplaced, mailed incorrectly, or lost by the delivery service. Faxed responses will not be considered.

Proposals must be submitted on the *Proposal Pricing Sheet* and continued with attached list(s) of items offered or additional documents the vendor wishes to submit. Each proposal should include 3 copies and be placed in an envelope, sealed, and properly identified as shown below:

ATTN: SEALED BID
Ref: RFQ – Classroom A/V Equipment 2023
Bid Opening Date: February 1, 2023

2.1 Expectations of Vendors

HSISD (District) requires that any vendor meet the following minimum expectations:

2.1.1. Vendors must return inquiries from district staff within two business days of receiving a request. Failing to reply within this time frame could result in rejection of vendor’s bid since the district could be unable to properly evaluate the proposed bid.

2.1.2. The district will assume that any price offered will remain firm for acceptance by the district, for a minimum of 90 business days from the due date of this request for proposal based on the quantities listed in the estimated purchases section of this document. The district will also assume that the awarded vendor will process district orders upon receipt without any increase in price to the district.

2.1.3. When on-site warranty support is required, the district will not spend more than 60 minutes diagnosing problems with equipment. The district will expect the vendor or designee to come to the district to troubleshoot and repair the equipment on-site. The district will expect the vendor to provide a direct contact for troubleshooting and maintain a response time within three business days for troubleshooting or repairs on site.

2.1.4. The district will require that vendors pass along any price cuts to the district immediately and continuously work to enhance services, products, and pricing.

2.2 Costs Associated with Preparation of the Vendor's Response

The district will not be liable for any cost incurred by the respondents in preparing responses to this RFQ or negotiations associated with the award of a contract.

2.3 RFQ Timeline

January 12, 2023 – RFQ Public Posting

January 27, 2023 – Last day to schedule on site visit

January 30, 2023 – Last day to submit questions/request for clarification on RFQ requirements.

February 1, 2023 – Bid Opening

2.4 Interpretation, Additional Information, & Addendum

2.4.1. Interpretations and minor corrections that do not majorly alter the scope of work required will be posted on the [HSISD Technology Department web page](#). These responses will include the vendors questions as well as the responses from the district.

2.4.2. Major corrections and changes of the RFQ will be made by Addendum. Interpretations, corrections, or changes to the RFQ made in any other manner will not be binding, and the vendor should not rely upon such interpretations, corrections, or changes. Addenda will be posted on the [HSISD Technology Department web page](#).

2.4.3 It will be the responsibility of all respondents to contact the district before submitting a response to the RFQ to ascertain if any addenda or other information has been issued. It will be the responsibility of all respondents to obtain all addenda and respond to the RFQ accordingly.

2.5 Proposal Acceptance Period

Proposals submitted in response to this RFQ will remain in effect for a period of at least ninety (90) business days from the issuance date of the vendor's response.

2.6 Questions

Questions arising out of this RFQ must be received by email no later than the date specified in section 2.3, or the questions will be considered null and void. Responses to all questions received in the proper time frame will be answered via email and posted publicly via the Hughes Springs ISD website alongside the RFQ original posting.

Douglas Stewart
Director of Technology
stewartd@hsisd.net

2.7 Omissions

Omissions in the proposal on any provision herein described should not be construed as to relieve the vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of all equipment or services.

2.8 Payment Conditions

Payment should be made only upon satisfactory delivery of items and services included in the final scope of work. After which, payment should be made within 30 days of receipt of invoice.

2.9 Warranties

Materials and workmanship hereinafter specified and furnished should be fully guaranteed by the vendor for a minimum of 3 years.

If the vendor procures equipment or materials under the Contract, the vendor should obtain for the benefit of the district equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.

The vendor should pass along to the district any additional warranties offered by the manufacturers, at no additional costs to the district.

This warranty should in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by the district or anyone other than employees or agents of the vendor. The vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the vendor's option. Insurance covering said equipment from damage or loss is to be borne by the vendor until full acceptance of equipment and services.

2.10 Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, cables, modules, labor, services, and any other item necessary or proper for the completion of the work described in Section III, Scope of Work. The district will not be liable for any costs beyond those proposed herein and awarded.

2.11 Price Stability

Contract prices and discounts should be fixed at the time of bid acceptance by the district and the vendor. In the event of price changes, equipment should be purchased at the lower of contract or then current market price. In no case should a price higher than the contract price be paid for the equipment proposed.

2.12 Variation in Quantities and Configurations

Equipment and capacity requirements are the best estimates currently available. The district reserves the right to modify quantity and configuration requirements. The vendor agrees to sell the district the revised quantity of items at the unit price (or lower) as stated in the RFQ regardless of quantity changes.

2.13 Business Relationship and References

If the district has not purchased from the vendor in the current or past calendar year, the vendor must provide a minimum of three references (school district references are preferred). These references must be for projects that are similar in scope and have been completed by the vendor within the last two (2) years. References that are not positive will be grounds for vendor disqualification.

The district may, with full cooperation of the vendors, visit client installation to observe equipment operations and consult with references. Specified visits and discussion may be arranged through the vendors; however, the vendor personnel should not be present during discussions with references.

2.14 Indemnification

The vendor should indemnify and hold harmless the district, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this document; or by consequence of any negligence (excluding negligence of the district, its agents or employees) in connection with the same; or by use of any improper materials or on account of any act or omission of vendor or its subcontractors, agents, servants or employees. The vendor further agrees to indemnify and hold harmless the district, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the vendor, its agents, associates, or employees.

The indemnification provided above should obligate the vendor to defend at its own expense or to provide for such defense, at the district's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the district which may result from the operations and activities under this document whether the installation operations be performed by the vendor, subcontractor, or by anyone directly or indirectly employed or hired by either.

The award of this work to the vendor should obligate the vendor to comply with the foregoing indemnity provision; however, the collateral obligation on insuring this indemnity must be complied with as set forth.

2.15 Evaluation of Responses

Vendors must fill out the enclosed district price sheets and all forms provided. Failure to do so may disqualify the vendor. Incomplete responses may not be considered.

The district reserves the right to accept or reject all proposals, sections thereof, waive minor technicalities and award the proposal that best serves the interest of the district. In addition, the district reserves the right to award without further discussion to vendors. Therefore, responses should be submitted initially with the most favorable terms that the vendor can propose.

2.16 Evaluation Criteria

The district will evaluate proposals based on the following criteria:

55% - Total cost of equipment and installation

30% - Response meets all requirements as outlined in the RFQ

10% - District's business experience with the vendor

4% - Vendor's financial stability and position as it relates to the ability to provide the goods and/or services

1% - Small, minority, woman-owned, or labor surplus area firms

2.17 Cancellation

In the event provisions of this RFQ are violated by the vendor, the district may give notice to the vendor stating the deficiencies. Deficiencies should be corrected within five (5) district working days. The district reserves the right to terminate any contract resulting from this RFQ for failure to correct deficiencies.

2.18 Advertising

The vendor agrees not to use the results from this RFQ as a part of any commercial advertising without prior written approval of the Superintendent or the Superintendent's Designee.

2.19 No Proposal

All proposal forms should be signed, as needed, and returned even if the proposer is unable to submit a complete proposal at this time but wishes to remain on proposer's list for consideration.

2.20 Liability and Insurance

The vendor should assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.

2.20.1 Insurance Coverage

The vendor should be fully liable to provide and maintain in force during the life of this Contract insurance such as General Comprehensive Liability Insurance, Comprehensive Auto Liability Insurance, and Workers' Compensations Insurance to assure to the district the protection contained in the foregoing indemnification provision undertaken by the vendor. Such policies should be issued by companies authorized to do business in the State of Texas and having agents upon whom service of process may be made in the district and should contain as a minimum, the following provisions, coverage, and policy limits of liability.

2.20.2 General Liability

General Liability Insurance that should protect the district, the vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy should be no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit bodily injury and property damage, and an amount no less than One Million Dollars (\$1,000,000.00) for damages on account of all occurrences.

2.20.3 Auto Liability

Auto Liability Insurance with bodily injury limits of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence, Five Hundred Thousand Dollars (\$500,000.00) Aggregate, and property damage limits of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence.

2.20.4 Workers' Compensation

Workers' Compensation and Employer's Liability Insurance with minimum limits as required by the State of Texas but in no case less than One Hundred Thousand Dollars (\$100,000.00)

2.20.5 Proof of Insurance

The vendor should furnish a Certificate of Insurance which specifically protects the district in their submittal. The vendor also agrees to enter a defense on behalf of the district, to all suits or actions, in which the liability of the district is vicarious and is predicated upon allegation of some act of omission by the vendor, subcontractor, or their agents.

2.20.6 Claims

In any and all claims against the district or any of their agents or employees by any employee of the vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties or anyone for whose acts any of them may be liable, the indemnification obligation should not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit act.

2.21 Venue

Any disputes or litigation arising under this agreement will be brought exclusively in Cass County, Texas.

2.22 Non-Discrimination

During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, sexual orientation, marital status, veteran status, or handicapping conditions.

2.23 Product Quality

All items offered must be new and undamaged, including containers suitable for shipment and storage, unless otherwise indicated in the proposal. No refurbished items will be accepted. On items proposed, samples must be furnished within five (5) working days after the proposals are opened at no cost to the district, if requested. If not destroyed in examination, they will be returned to the proposer on request at their expense. Failure to submit requested samples may be terms for not considering the proposed item.

2.24 Product Shipment

Proposal pricing should reflect F.O.B. Hughes Springs ISD, Hughes Springs, Texas, Freight Prepaid. Delivery should be made during the district's normal working hours unless prior approval has been obtained from the district. All goods are subject to inspection and return at the expense of the vendor if found to be damaged or inferior to the specification listed in this document.

2.25 Tax Exemption

The district is exempt from Federal Excise Tax, State Tax, and Local Tax. Do not include tax in proposals. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

2.26 Vendor Personnel Background Check Compliance

All Vendors/Contractors and their workers will be required to follow background check procedures as set forth by HSISD, prior to being on campus.

2.27 Vendor Financial Stability

For the district to determine and evaluate the vendor's financial stability, the vendor must supply current income statement, balance sheet, and cash flow statement with submittal.

2.28 Installation Timeline

May 22, 2023 – First date for onsite material delivery

June 5, 2023 – Installation start

July 14, 2023 – Vendor complete installs

July 21, 2023 – District submits final punch list

August 4, 2023 – Vendor complete punch list and fulfill all remaining obligations

III. SCOPE OF WORK

3.0 Brief

The information collected and presented in this document has been done so by the Hughes Springs ISD Technology Department. Though all efforts have been made to provide the most accurate information, potential vendors should make their own assessment to correspond with the information here by onsite visit and other means. **HSISD strongly recommends that potential bidders perform complete necessary site evaluations throughout the installation locations in the district.** This will ensure all vendors have all the appropriate information needed to submit a fair and accurate bid. The specifications provided may change before and/or after a bid is awarded. All competing vendors will be notified by addendum (see Section 2.4) of changes before bid opening. After bid opening only the awarded bidder will be notified of changes.

3.1 Solution Components

3.1.1 Interactive Panel

Interactive panels quoted should be [BenQ RP02 series panels](#) or equivalent. Alternative submissions should meet or exceed all BenQ RP02 series specifications as well as the capabilities of the support and management solutions provided by BenQ. This includes but is not limited to the features and capabilities of BenQ DMS, BenQ IAM, BenQ AMS, and BenQ Broadcast. The interactive panels quoted should have a minimal warranty of five years and a minimal expected service life of ten years from the date of installation.

3.1.2 Mounts and Stands

Interactive panels should be mounted per district specifications utilizing [BalanceBox 400 series manual height adjustable mount](#) paired with the applicable [BalanceBox Universal Bracket](#). Where indicated [BalanceBox Floor Support 400](#) or [Mobile Stand Mix for BalanceBox 400](#) should be used. Alternative submissions must meet or exceed the comparable BalanceBox product. Device mounts, stands, and accessories should have a minimal warranty of three years and a minimal expected service life of ten years from the date of installation.

3.1.3 Whiteboards

Whiteboards submitted should be of [MooreCo Inc. Porcelain Steel Whiteboard Deluxe Aluminum Trim](#) family of products or equivalent. The whiteboards quoted should have a minimal warranty of twenty-five years. Whiteboards height dimension should be four feet unless specified differently.

3.1.4 Network Cabling

The district will provide network cabling for each interactive panel mounted on the wall. Cable will be left in the ceiling space above each installation location. Vendor will mount the district provided raceway utilizing three fasteners in a location specified by the district and route network cable through raceway. Adhesive should not be utilized to mount raceways. Vendor should notch ceiling tile for wire exfiltration from ceiling and cover with district provided transition cap. Excess network cable should be strapped with district provided straps to panel mount to prevent visibility by room occupants. Cable should be strapped in a way that does not prohibit panel adjustment.

3.1.5 Device Power

All devices must utilize 110v AC provided by NEMA 5-15 plug. The district will provide surge protection utilizing [Tripp Lite SUPER7](#) or equivalent. When the interactive panel is mounted on the wall, vendor should mount surge protector utilizing two fasteners behind the panel in a location specified by the district. Vendor will mount the district provided raceway utilizing three fasteners. Adhesive should not be utilized to mount raceways. Vendor will place power strip cord inside plastic raceway and plug in to supply power.

3.1.6 Interactive Panel Accessories

Interactive panel styluses and USB-C cable should be left on the panel tray in each room. The remote control should have the batteries installed and the receiver should be installed in the panel. Additional accessories and cables should be sorted and returned to the district at the completion of the project.

3.1.7 Customer Provided Accessories

The district will provide Microsoft 4K Wireless Display Adapters to be installed on the panel by the vendor. HDMI input and USB port utilized for this will be specified by the district at the time of installation.

3.1.8 Hardware and Fasteners

The hardware and fasteners used should be sized appropriately for the application according to the equipment manufacturer's specifications. Hardware and fasteners should be rated for such use by their manufacturer. Hardware and fasteners used should be approved by the district prior to start of installation.

3.1.9 Install Specifications

All installation specifications including mount heights, equipment location, etc. must be approved by the district prior to installation unless specified herein.

3.2 Initial Setup

Vendor will remove all protective material for the display and ensure the screen and bezel is clean. Vendor will complete the setup process and enroll interactive display in management platform utilizing provided credentials. Device name and other variables to be set by vendor will be provided by district at the time of installation.

3.3 Documentation

Vendor will provide a Microsoft Excel spreadsheet to the district with interactive panel model and serial numbers corresponding to their installed location. Vendor should also include the model and serial number for all other components serialized by the manufacturer on this spreadsheet.

3.4 Product Storage & Staging

The district will provide a limited area within the district property to store and stage products prior to installation. Arrangements for delivery and storage must be made five business days in advance of the arrival on site. Equipment should not arrive onsite before specified in section 2.28.

3.5 Existing Equipment Removal

Existing classroom projector mount and low voltage wiring are to be removed by the vendor unless specified differently by the district. Existing projectors will be turned over to the district by the vendor.
Existing whiteboards conflicting with new equipment installation must be removed and disposed of by the vendor unless specified differently by the district.

3.6 Manufacturer Recommendations

Equipment installation must meet or exceed manufacturer recommendations.

3.7 Drop Ceiling Tiles

The district will provide replacement ceiling tiles for the tile the projector is currently mounted in or other tiles in the installation area that are previously or become damaged.

3.8 Worksite Cleanup

Vendor may utilize district dumpsters onsite but must not interfere with district operations in doing so. Vendor must reduce waste size to properly fit inside containers. If available district waste resources are insufficient, the vendor must provide alternative solutions to remove all job refuse prior to job completion date.

3.9 Install Locations and Equipment

The following tables show installation location and the equipment requested to be provided and installed.

Campus	Room	86" Panel	75" Panel	Adjustable Mount	Mount Floor Support	Mobile Stand	Whiteboard #1 Width	Whiteboard #2 Width	Whiteboard #3 Width
Elementary	105	X		X			5	5	
Elementary	106	X		X			5	5	
Elementary	107	X		X			5	5	
Elementary	108	X		X			5	5	
Elementary	109	X		X			5	5	
Elementary	110	X		X			5	5	

Elementary	111	X		X			5	5	
Elementary	112	X		X			5	5	
Elementary	113	X		X			5	5	
Elementary	114	X		X			5	5	
Elementary	115	X		X			5	5	
Elementary	116	X		X			5	5	
Elementary	119	X		X			5	5	
Elementary	120	X		X			5	5	
Elementary	121B		X	X			5	5	
Elementary	123B		X	X			5	5	
Elementary	201	X		X	X		5	5	
Elementary	202	X		X	X		5	5	
Elementary	204	X		X	X		5	5	
Elementary	205	X		X	X		8		
Elementary	206	X		X	X		5	5	
Elementary	501	X				X			
Elementary	502	X				X			
Elementary	301	X		X			5	5	
Elementary	302	X		X			5	5	
Junior High	101	X		X			5	5	
Junior High	102	X		X			5	5	
Junior High	103	X		X			5	5	
Junior High	104	X		X			5	5	
Junior High	105	X		X			5	5	
Junior High	106	X		X			5	5	
Junior High	108	X		X			5	5	
Junior High	109	X		X			5	5	
Junior High	110	X		X			5	5	
Junior High	112	X				X			
Junior High	113	X		X			6		
Junior High	115	X		X			5	5	
Junior High	116	X		X			5	5	
Junior High	117	X		X			5	5	
Junior High	118	X		X			5	5	8
Junior High	202	X		X			5	5	
Junior High	203	X		X			5	5	
High School	101	X		X			5	5	
High School	102	X		X					

High School	103	X		X			5	5	
High School	104	X		X			5	5	
High School	105	X		X			8		
High School	106	X		X			5	5	
High School	110	X		X			5	5	
High School	112	X		X			6	6	
High School	113	X		X			5	5	
High School	114	X		X					
High School	115	X		X			5	5	
High School	116	X		X			5	5	
High School	117	X		X			5	5	
High School	118	X		X			10		
High School	119	X		X			5	5	
High School	120	X		X			5	5	
High School	121	X		X			5	5	
High School	122	X		X			5	5	
High School	123	X		X			5	5	
High School	125	X		X			5	5	
High School	303	X		X			5	5	
High School	302	X		X			5	5	

ACKNOWLEDGEMENT OF REQUIREMENTS AND AGREEMENT OF TERMS

I acknowledge that I have reviewed the requirements and information within this RFQ, including questions and responses as described in Section 2.4.1, and any Addendum released to the RFQ. I have submitted any clarification needed of these requirements to Hughes Springs ISD and received acceptable responses to all inquiries.

I certify that the submitted proposal(s) meets or exceeds all requirements as stated and agree to all terms outlined in this document:

Yes _____ No _____

If the answer is no, Vendor must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

If no exception is taken, the vendor should supply all items as specified at the time of sale. Failure to indicate any difference in products and/or services proposed in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments: _____

Company Name

Date

Authorized Company Official

Authorized Company Official Signature

FELONY CONVICTION NOTIFICATION

HUGHES SPRINGS INDEPENDENT SCHOOL DISTRICT

FELONY CONVICTION NOTIFICATION

The Texas Education Code, Section 44.034(a) states that 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 the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

- () My firm is a publicly held corporation, therefore this requirement is not applicable.
- () My firm is not owned nor operated by anyone who has been convicted of a felony.
- () My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name: _____
 Description of conduct resulting in a felony: _____

Name: _____
 Description of conduct resulting in a felony: _____

Name: _____
 Description of conduct resulting in a felony: _____

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

Vendor's Name: _____

Authorized Company Official's Name: _____

Authorized Company Official's Title: _____

 Date

 Signature

CONFLICT OF INTEREST QUESTIONNAIRE

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 	
<p>4 VENDOR NAME: (Please print): _____</p> <p>_____</p> <p style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </p>	

Adopted 06/29/2007

IRS W9 FORM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
						-			
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EDGAR COMPLIANCE FORM

EDGAR COMPLIANCE

The following provisions are required and apply when federal funds are expended by Hughes Springs ISD for any contract resulting from this procurement process. The Hughes Springs ISD is the subgrantee or subrecipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, is applicable.

- (A) **Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

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

Does vendor agree? YES Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES Initials of Authorized Representative of Vendor

EDGAR COMPLIANCE FORM CONT.

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

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

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

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

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

EDGAR COMPLIANCE FORM CONT.

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Hughes Springs ISD for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

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

Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____ Fax #: _____
 Email Address: _____
 Printed Name of Authorized Representative: _____
 Signature of Authorized Representative: _____ Date: _____

HISTORICALLY UNDERUTILIZED BUSINESS OR LABOR SURPLUS AREA DECLARATION FORM

Vendors that have been certified as Historically Underutilized Business (HUB) entities or operate from a labor surplus area are encouraged to indicate the appropriate designation when submitting their proposal. Please select the appropriate designation below and provide supporting documentation with your response.

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

- Small Business
- Minority Owned Business
- Women Owned Business

AND / OR

- My company operates from a labor surplus area.

Company Name

Date

Authorized Company Official

Authorized Company Official Signature

PROPOSAL PRICING SHEET

THIS FORM IS REQUIRED FOR A COMPLETE BID SUBMITTAL. All pricing on sheets is final and will be used for bid evaluation. Other vendor pricing documentation can accompany bid, but will not be used in evaluation.

Campus	Material Cost		Installation Cost	
	Interactive Panel & Mounts	Whiteboards	Interactive Panel & Mounts	Whiteboards
Elementary				
Junior High				
High School				
Totals				

PROPOSAL TOTAL:

PROPOSAL PACKAGE CHECKLIST

IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED, THE FOLLOWING ITEMS ARE REQUIRED TO BE INCLUDED IN THE PROPOSAL PACKAGE:

- 1. ACKNOWLEDGMENT OF REQUIERMENTS**
- 2. FELONY CONVICTION NOTIFICATION**
- 3. CONFLICT OF INTEREST**
- 4. IRS W-9 FORM**
- 5. EDGAR COMPLIANCE FORM**
- 6. HITORICALLY UNDERUTILIZED BUSINESS OR LABOR SURPLUS AREA DECLERATION FORM AND SUPPORTING DOCUMENTATION**
- 7. PROPOSAL PRICING SHEET**
- 8. REFRENCES AS REQUIRED AS REQUIRED IN SECTION 2.13**
- 9. CERTIFICATE OF INSURANCE AS REQUIRED IN SECTION 2.20**

PLEASE SUBMIT THE WHOLE PACKAGE EVEN IF NOT SUBMITTING A PROPOSAL ON ALL ITEMS.

FAILURE TO SIGN THE PROPOSAL FORMS MANUALLY WILL DISQUALIFY IT.

THIS SHEET DOES NOT HAVE TO BE RETURNED WITH THIS PROPOSAL. IT SERVES AS A CHECKLIST FOR YOU.