

REQUEST FOR PROPOSALS

For Selection of a Vendor to Provide

Lawn Services

RFP No. 2023-LC001

**Prepared by: Genesis Gutierrez
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Coastal Bend College
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KEY DATES SCHEDULE

PROJECT NAME: Lawn Services

SCOPE OF WORK: Lawn Services

ISSUANCE OF RFP: August 24, 2023

OPEN FOR BIDS: August 24,2023 10:00 a.m. CST

DEADLINE FOR QUESTIONS: September 7,2023 3:00 p.m. CST

BID SUBMISSION DEADLINE: **September 8,2023 10:00 a.m. CST**

DELIVERY LOCATION: Coastal Bend College Attn: Genesis Gutierrez
3800 Charco Rd.
Beeville, Texas 78102

TERM OF SERVICE/PROJECT: One (1) year term with up to four (4) one-year renewals at Coastal Bend College's option. The contract will also provide for an extension period not to exceed ninety (90) days for the transition to any new vendor.

NOTICE: ALL QUESTIONS RELATED TO THIS RFP ARE TO BE DIRECTED TO GENESIS GUTIERREZ AT ggutierrez@coastalbend.edu. NO PHONE CALLS WILL BE ACCEPTED.

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PROPOSALS
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SECTION 1
INTRODUCTION

1.1 Description of Coastal Bend College

Coastal Bend College (“**CBC**” or the “**College**”) is a public community college in South Texas with a service area encompassing Bee County, Karnes County, Live Oak County, Jim Wells County, McMullen County, Duval County, Brooks County, Atascosa County, and Kleberg County. CBC provides educational opportunities in workforce training, academics, technical fields, adult basic education, and personal development. CBC is accredited to award associate degrees and certificates by the Commission on Colleges of the Southern Association of Colleges and Schools.

Coastal Bend College’s web page is located at:

<http://www.coastalbend.edu>

1.2 Objective of this Request for Proposals

The intention of this Request for Proposal (“**RFP**”) is to solicit offers for IT services for the Web CMS Project from qualified vendors (the “**Services**”). The Services are more specifically described in **Section 5.4, Scope of Work Requirements**.

CBC is accepting sealed proposals for the following:

Lawn Services

Direct all questions regarding this proposal in writing to:

Genesis Gutierrez—Procurement Specialist

Email: ggutierrez@coastalbend.edu

For information regarding the RFP process, contact the representative identified above.

TIMELINE

Release RFP:	August 24,2023
Last date for questions:	September 7, 2023 at 3:00 p.m. CST
Bid Submission Deadline Date:	September 8, 2023 at 10:00 a.m. CST
Bid Opening Date:	September 8, 2023 at 3:00 p.m. CST

To be considered a responsive offer, vendors are required to submit an executed original of their proposal, proposal sheets and any other requested/required information in a sealed envelope.

Please submit one signed original, and two copies.

The Proposal packet can be mailed, delivered by courier as well as hand-delivered to:

Coastal Bend College
Attn: Genesis Gutierrez
Business Office
3800 Charco Road
Beeville, TX 78102

All information contained in this RFP is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, and verification of all information herein shall rest solely with those making proposals. Neither the College nor its representatives shall be responsible for any error or omission in this RFP.

1.3 **Contract and Service Agreement**

Contractor, if any, will be required to enter into a contract with CBC to include the following.

Time for Commencement and Completion.

The term of any contract resulting from this RFP will be for a maximum of five (5) years: a one (1) year initial term, plus a maximum of four (4) one-year optional renewals. The contract will also provide for an extension period not to exceed ninety (90) days for the transition to any new vendor.

Indemnification.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY CBC, AND HOLD HARMLESS CBC, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY “CLAIMS”) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY MALPRACTICE, NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY.

Insurance^[SL1].

Contractor, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-: VII or better, and in amounts (unless otherwise specified), as CBC may require:

Workers Compensation Insurance with statutory limits, and	
Employer’s Liability Insurance with limits of not less than \$1,000,000:	
Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of CBC;

Commercial General Liability Insurance with limits of not less than:	
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Policy must include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage. Contractor's Risk Management will issue a letter naming CBC as an insured for liability purposes.

Professional Liability Insurance with limits of not less than \$1,000,000 per claim to include Violations of Privacy.

Contractor will deliver to CBC:

Evidence satisfactory to CBC in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to CBC in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name CBC as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of CBC. All policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to CBC.

Contractor will be responsible for providing to CBC immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Contractor to the CBC within two business days or by endorsement of the policy to require notice to the CBC to be provided by the insurer.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance will be kept in force until receipt of Final Payment by CBC to Contractor; and

Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance will be kept in force until the Work has been fully performed and accepted by CBC in writing.

Miscellaneous

Assignment and Subcontracting - This Agreement is a personal service contract for the services of Contractor. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on CBC; and (b) be a breach of this Agreement. The benefits and burdens of this Agreement are assignable by CBC.

Franchise Tax Certification - If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Taxes - Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

Equal Opportunity - Pursuant to Applicable Laws, Contractor represents and warrants that it is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.

Compliance with Law - Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations, the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies

making awards of federal funds to Coastal Bend College. Contractor understands that Contractor is ineligible to receive a contract award with Coastal Bend College if Contractor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). When federal funds are expended by CBC pursuant to this Agreement, Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Contractor further certifies that it will comply with all required certifications in the New Vendor Packet, attached as and incorporated by reference herein as **Section 5 of APPENDIX ONE.**

For the entire duration of this Contract, Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Contractor must comply with all state and local building code requirements unless otherwise specifically provided in CBC's Purchase Order, and Contractor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by CBC, Vendor shall furnish CBC with satisfactory proof of Contractor's compliance with this provision.

Changes to the Agreement; Modifications - This Agreement and each of its provisions will be binding upon the parties and may not be modified, waived or amended unless mutually agreed to in writing by the persons who executed this Agreement or their replacements or designees.

Loss of Funding; Applicability of CARES Act - Performance by CBC under this Agreement may be dependent upon the appropriation and allotment of federal funds pursuant to the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and allocation of funds by CBC. If CBC is not appropriated or allocated the necessary federal funds, or CBC fails to allocate the necessary funds, then CBC will issue written notice to Contractor and CBC may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of CBC. Contractor further acknowledges and agrees to comply with any applicable provisions of the CARES Act, including applicable flow-down provisions stemming from CARES Act funding.

Entire Agreement - This Agreement, the procurement solicitation issued by CBC, and Contractor's proposal submitted in response to CBC's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by CBC or Contractor's proposal submitted in response to CBC's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by CBC and Contractor's proposal submitted in response to CBC's procurement solicitation, CBC's procurement solicitation

shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

Force Majeure – The performance of either party’s obligations will be suspended to the extent and for the length of time that the party is prevented from performing due to acts of nature, fires, governmental actions, changes in the Service requirements which directly contribute to a delay, or other events beyond its reasonable control. In the event of any occurrence that a party considers to be the cause of a delay or failure of performance, the party affected shall promptly notify the other party.

Captions - The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

Venue; Governing Law – Bee County, Texas, will be the mandatory place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Waivers - No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

Confidentiality and Safeguarding of CBC Records; Press Releases; Public Information - Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of CBC, or (3) have access to, records or record systems (collectively, “CBC Records”). Among other things, CBC Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act (“ITEPA”), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”). If CBC Records are subject to FERPA, (1) CBC designates Contractor as a CBC official with a legitimate educational interest in CBC Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from CBC Records will result in Contractor’s exclusion from eligibility to contract with CBC for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold CBC Records in strict confidence and will not use or disclose CBC Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by CBC in writing; (2) safeguard CBC Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that CBC Records are safeguarded and the confidentiality of CBC Records is maintained

in accordance with all Applicable Laws, including FERPA, ITEPA and the Gramm-Leach-Bliley Act, and the terms of this Agreement; and (4) comply with CBC's rules, policies, and procedures regarding access to and use of CBC's computer systems. At the request of CBC, Contractor agrees to provide CBC with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of CBC Records.

Notice of Impermissible Use - If an impermissible use or disclosure of any CBC Records occurs, Contractor will provide written notice to CBC within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide CBC with all information requested by CBC regarding the impermissible use or disclosure.

Return of CBC Records - Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all CBC Records created or received from or on behalf of CBC will be (1) returned to CBC, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any CBC Records, Contractor will provide CBC with written notice of Contractor's intent to destroy CBC Records. Within five (5) days after destruction, Contractor will confirm to CBC in writing the destruction of CBC Records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach-Bliley Act.

Disclosure - If Contractor discloses any CBC Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

Press Releases - Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of CBC in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of CBC.

Termination - This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of CBC and Contractor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Contractor, CBC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of CBC. CBC further reserves the right to terminate the Agreement immediately in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. CBC also reserves the right to terminate the Agreement immediately, with written notice to Contractor, if CBC believes, in its sole discretion, that it is in the best interest of CBC to do so. Contractor agrees that CBC shall not be liable for damages in the event that CBC declares Contractor to be in default or breach of this Agreement and/or the procurement solicitation. Contractor further agrees that upon termination of the Agreement for any reason, Contractor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

Duration - The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason. FERPA Compliance – Contractor agrees, to the extent applicable, to comply with all laws regarding the confidentiality of the students' educational records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and to comply with all applicable laws in safeguarding any non-public, sensitive, and/or confidential information of the College's faculty and students which is in its control.

Binding Effect - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Right to Audit Records - Contractor agrees that CBC, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four (4) years after Final Payment under this Agreement. Contractor agrees to refund to CBC any overpayments disclosed by any audits.

Appeal/Protest Process - Any Contractor who submitted a proposal may appeal CBC's award, if the appeal is based on deviations from laws, rules, regulations, or CBC Board policies. CBC Board Policy GB (Local) applies to any Contractor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GB (Local), a Contractor shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to CBC's CFO. Complaints/appeals must be received by the close of business on or before the 15th CBC business day after award of the contract. In the event Contractor is unsure about the award of the contract, it is the Contractor's responsibility to contact CBC on the next business day after the award is announced and verify details concerning the award.

Breach of Contract Claims

To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by CBC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in Subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by Subchapter B of Chapter 2260, to CBC in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of Subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that CBC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with Subchapter B of Chapter 2260 is a

required prerequisite to Contractor's filing of a contested case proceeding under Subchapter C of Chapter 2260. The Director of Purchasing and Contracts of CBC, or the other officer of CBC as may be designated from time to time by CBC by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

If the parties are unable to resolve their disputes under Section 8, the contested case process provided in Subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by CBC.

Compliance with the contested case process provided in Subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by CBC nor any other conduct, action or inaction of any representative of CBC relating to this Agreement constitutes or is intended to constitute a waiver of CBC's or the state's sovereign immunity to suit and (ii) CBC has not waived its right to seek redress in the courts.

The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

CBC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

Limitations - THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF CBC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON CBC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON CBC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Access to Documents - To the extent applicable to this Agreement, in accordance with Section 1861(v)(I)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States and their duly authorized representatives.

Notice of Participation - Pursuant to applicable law, including the Interlocal Cooperation Act Chapter 791 of the Texas Government Code), CBC may permit other governmental entities to “piggy-back” onto an existing contract between CBC and Vendor entered into as a result of this RFP. In the event that the Vendor’s proposal becomes an awarded Agreement, the Vendor’s proposal, including pricing information, may be provided to a requesting governmental entity desiring to establish separate, independent contracts with Vendor. **Vendor expressly agrees that CBC may disclose Vendor’s proposal, including, but not limited to, pricing information, to other governmental entities.** Governmental entities are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between CBC and Vendor. However, there is no obligation on either party to participate unless both parties agree. If another governmental entity chooses to utilize a contract established by this procurement solicitation and subsequent Agreement, contracts will be awarded individually by those governmental entities, and goods/services would be provided under the same contract pricing and purchasing terms established by this procurement solicitation. Any such separate, independent contract developed as a result of this procurement solicitation and/or the Agreement is exclusively between such other governmental entity and Vendor and shall have no effect or impact on CBC or CBC’s contract with Vendor. It is expressly understood that CBC shall in no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section.

1.4 Clarifications and Interpretations

CBC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only CBC’s responses that are made by formal written Addenda will be binding on CBC. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by CBC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4 of APPENDIX ONE**). The Addenda Checklist must accompany the Proposer’s proposal. It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on CBC’s website at <http://coastalbend.edu/>.

1.5 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in Section 2.3 of this RFP.

CBC will select Contractor by using the request for proposals process described in this Section. All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals as required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date will be rejected by CBC as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, CBC may invite one or more selected Proposers to participate in oral presentations. CBC will use commercially

reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

CBC may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, CBC may make the selection of Contractor on the basis of negotiation with any of the Proposers.

CBC reserves the right to negotiate any commissions and/or fees with any intermediary or authorized representative.

CBC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of CBC.

1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of this Section), [b] the Criteria for Selection (ref. **Section 2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by CBC during this RFP process.

1.7 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and CBC has made no representation, written or oral, that one or more agreements with CBC will be awarded under this RFP; (2) CBC issues this RFP predicated on CBC's anticipated requirements for the Services, and CBC has made no representation, written or oral, that any particular scope of services will actually be required by CBC; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Eligible Respondents

Only individual firms or lawfully-formed business organizations may apply. CBC will contract only with the individual firm or formal organization that submits a Proposal in accordance with the requirements set forth herein.

1.9 Sales and Use Taxes

Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include junior college districts. The section further permits the purchase tax free of tangible personal property (other than machinery or equipment and its accessories and

repair and replacement parts) for use in the performance of such a contract if the property is “necessary and essential for the performance of the contract” and “completely consumed at the job site.” In addition, the section permits the purchase tax free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if “the contract expressly requires the specific service to be provided or purchased by the person performing the contract” or “the service is integral to the performance of the contract.”

1.10 Proposal Validity Period

Each proposal must state that it will remain valid for CBC’s acceptance for a minimum of ninety (90) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

1.11 Equal Opportunity Employer

CBC is an equal opportunity employer and does not discriminate in awarding contracts or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. CBC requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.12 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016.

If awarded a contract, the vendor may be required to complete and submit this form. CBC will be unable to execute a contract and services cannot be performed until the process is complete.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.13 Rights Reserved by CBC

- CBC reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- CBC further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CBC. CBC may make multiple awards, and this fact should be taken into consideration by each proposer.
- CBC assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract pursuant to this RFP.

- CBC reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the College. CBC further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. CBC further reserves the right to waive any formalities or technicalities if deemed in the best interest of the College. CBC also reserves the right as sole judge of quality and equality.

1.14 Felony Conviction Notification

Proposers are hereby notified that in accordance with Section 44.034 of the Texas Education Code, a person or business entity that enters into a contract with Coastal Bend College must give notice to College 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. Furthermore, the College may terminate a contract with a person or business entity if the College determines that the person or business entity failed to give this notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly-held corporation.

1.15 Debarment

Bidder confirms that neither Bidder nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Bidder further certifies that it is not identified on the Texas Comptroller's list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. Bidder will provide immediate written notification to CBC if at any time prior to award Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when CBC executes an Agreement, if any. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to CBC, CBC may terminate the Agreement, if awarded, for default by Bidder.

1.16 Invoices

Invoices shall be directed to CBC's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during CBC's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date CBC receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date CBC receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received

from CBC not later than the tenth (10th) day after the date Vendor receives the payment from CBC. The exceptions to payments made by CBC and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

In addition to all other rights and remedies that CBC may have, CBC shall have the right to setoff, against any and all amounts due to Vendor by CBC, whether due under this Agreement or any other agreement between CBC and Vendor, any sums for which CBC is entitled to under this Agreement, as determined by CBC in its sole discretion, including, without limitation, sums due by Vendor to CBC as a result of indemnification obligations, warranty claims, etc.

1.17 No agency or endorsements

CBC and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of CBC and is not an employee, agent, joint venturer, or partner of CBC, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between CBC and Vendor or HCDE and any of Vendor's agents. Vendor agrees that CBC has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

SECTION 2 NOTICE TO PROPOSER

2.1 Submittal Deadline

CBC will accept proposals submitted in response to this RFP until 10:00 a.m., Central Standard Time on **Friday, September 8, 2023**, in the Business Office (the “**Submittal Deadline**”).

2.2 CBC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following CBC contact (“**CBC Contact**”) by email:

Coastal Bend College Attn:
Genesis Gutierrez
Procurement Specialist
ggutierrez@coastalbend.edu

CBC specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to CBC Contact. CBC Contact must receive all questions or concerns no later than **September 7, 2023 at 3:00 P. M.** CBC will have a reasonable amount of time to respond to questions or concerns. It is CBC’s intent to respond to all appropriate questions and concerns; however, CBC reserves the right to decline to respond to any question or concern. It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on CBC’s website at <http://coastalbend.edu/>.

2.3 Criteria for Selection

The successful Proposer, if any, selected by CBC in accordance with the requirements and specifications set forth in this RFP will be the Proposer who submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to CBC. The successful Proposer is referred to as the “**Contractor**” or “**Vendor**”.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to CBC in terms of (1) IT services for the Web CMS Project, (2) total overall cost to CBC, and (3) experience and ability to provide IT services. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to CBC in a contract for the Services.

An evaluation team from CBC will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. CBC may give consideration to additional information if CBC deems such information relevant.

2.3.1 The criteria to be considered by CBC in evaluating proposals and selecting Contractor (**Section 3, Appendix One**) will be those factors listed below.

Evaluation Factors	Weighted Value
1. Purchase price.	30 Points
2. The reputation of Vendor and of Vendor's goods and services.	15 Points
3. The extent to which the goods and services meet the College's needs.	15 Points
4. The quality of the Vendor's goods and services.	10 Points
5. The Vendor's past relationship with CBC.	10 Points
6. The total long-term cost to CBC to acquire the goods or services.	
7. Impact on the ability of CBC to comply with laws and rules relating to HUBs	10 Points
8. Total long-term cost to CBC to acquire Vendor's goods and/or services	10 Points
9. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0 Points
	100 Points

EVALUATION CRITERIA—CBC will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each bid received will be analyzed to determine overall responsiveness and completeness. Failure to comply with the instructions or to submit a complete proposal may deem a bid non-responsive and may be eliminated from further evaluation at the discretion of the College.

SECTION 3
SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of two (2) complete and identical copies of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

3.2 Submission

Proposals must be received by CBC on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to or, if sending by common carrier (FedEx, UPS, etc.), mailed to:

Physical Address:

Coastal Bend College
Attn: Genesis Gutierrez
Procurement Specialist
3800 Charco Road
Beeville, TX 78102
ggutierrez@costalbend.edu

3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence: Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.3.1.1. General Terms and Conditions (ref. **Section 4** of this RFP);

3.3.1.2. Proposal Requirements (ref. **APPENDIX ONE**);

3.3.1.3. Notice to Proposer (ref. **Section 2** of this RFP).

3.4 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then CBC may reject the proposal:

3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

- 3.4.2 Signed and Completed Pricing Proposal (ref. **Section 6** of this RFP)
- 3.4.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.4.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on CBC's website at <http://coastalbend.edu/>
- 3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions (ref. **Section 5** of this RFP)
- 3.4.6 Signed and Completed New Vendor Packet (ref. **Section 5** of **APPENDIX ONE**)

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions listed in Contract and Service Agreement (ref. **Section 1.3**) or, in the sole discretion of CBC, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any contract or agreement that results from this RFP.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “Contractor.”

5.2 Minimum Qualifications of Proposer

Each Proposal must include information that clearly indicates that Proposer meets the following minimum qualification requirements:

5.2.1 Proposer must accept Bee County, Texas, as the venue of law.

5.3 Pricing Proposal – Ref. Section 6

5.4 Scope of Work Requirements:

This Scope of Work is intended to outline the services, materials and special items required to perform Lawn care services for CBC.

Coastal Bend College follows a fiscal year of September 1 through August 31; all invoices for goods and/or services shall be billed according to CBC’s fiscal year.

SCOPE OF WORK

The awarded Contractor(s) are to provide labor, equipment, product, materials, and supplies for various facility grounds maintenance, landscaping, and tree services. It’s imperative for Contractors are to discuss safety measures with the Director of Physical Plant before each project.

Various projects and services shall be performed during CBC hours of operations. Exceptions to this provision will require the specific written approval of the Vice President of Finance & Business Operations.

At no time shall there be any soliciting or requesting of gratuities of any type by the personnel of the contractor or by personnel of the college.

Vendor should have experience in grounds maintenance, landscaping, and tree related projects, including tree removal, and must be able to provide commercial references where services comparable in size and scope have been performed.

The awarded Contractor must provide proof of current pesticide application license, by supplying a photo copy of the license.

The successful vendor will be required to confirm and coordinate project dates with Director of Physical Plant. Projects or scheduled maintenance cannot be subcontracted to another company or individual without prior written consent of Coastal Bend College Purchasing Department.

The contractor shall provide upon request any technical information relating to supplies, materials, and components utilized on College property.

Work Scheduling:

- Work activities by the Contractor should be scheduled as to not interfere with the educational processes of the College.
- Mowing activities should be conducted away from areas immediately adjacent to classroom windows and outdoor seating areas while students are present if possible or if requested by Director of Physical Plant.
- Contractor shall be responsible for all damage, including but not limited to ruts, broken windows, etc. caused by Contractor's operations.
- Contractor shall provide adequate supervision to assure all work will be accomplished in accordance with the specifications and generally accepted good practice.
- Contractor is working as an independent contractor and is in no way to be construed as an employee of Coastal Bend College. Contractor shall not assign this contract to any other company, independent party or entity, without the express written approval of Coastal Bend College Purchasing Department. All sites will be inspected by CBC Director of Physical Plant and the Contractor's supervisory personnel at least twice a month during the mowing season to discuss problems noted. Additionally, the Contractor shall provide an annual property evaluation report that denotes land, tree, and landscaping issues and suggestions. Other miscellaneous reports as may be reasonably requested by Coastal Bend College.
- Contractor shall provide an invoice and be paid the contract sum in equal monthly installments.

Areas of Services:

- CBB Beeville campus is divided into eight areas. Main campus, dorms, apartments, daycare, soccer field, baseball field, trail area, and fisher lane acres. Varying degrees of grounds maintenance, landscaping and tree services are required. Contractor shall include in his proposal all areas within the legal boundaries of the facilities listed. Each respondent shall be responsible for inspections and verification of actual area totals.
- All areas outside the structural facilities of the College, including lawn, patios, parking areas, and paved areas and sidewalks, shall be maintained in a safe and groomed condition.

Continual Services to be Provided:

A. Grounds maintenance are exterior services only.

1. Mowing - Lawns and developed turf areas requiring high maintenance shall be mowed with rotary or reel type mowers, and lawns/less developed areas requiring low maintenance shall be mowed with rotary or flail type mowers.
2. Edging – Edging and trimming shall be around all trees, rocks, flower beds, and buildings. Edging and trimming. Utmost care shall be taken during all lawn activities to avoid debris and projectiles from causing harm or destruction to persons, pets, or property. Any resulting injury or damage shall be the sole responsibility of the Contractor, and shall be covered by insurance as designated. Clippings, trimmings, and soil shall be swept or blown off streets, curbs, and walks immediately after trimming.
3. Landscaping – Landscaping shall consist of removal of weeds, grass and debris from all plant beds, spreading pre-emergent, fertilizer, weed and feed of all flower beds and lawns, pruning of shrubbery, mulching, removal of old plants, planting of new plants, aeration of lawns, and any other landscaping service deemed necessary. The Contractor shall be responsible for the cost of pesticides, herbicides, fertilizer, mulch, shrubs, plants, trees and parts required for general maintenance.
4. Plants/Trees – A landscape design plan for plants and tree selections is to be discussed with Director of Physical Plant, before any plant or tree selections are purchased. The selections are to be drought tolerant. The plant and tree selections are to be healthy and colorful to create a focal point, give purpose to an awkward space. The selections are to be healthy and free of disease.
5. Herbicides/Pesticides - Contractor shall apply herbicides and/or pesticides on an “as needed” basis based upon the condition of lawns, shrubs, and trees to prevent loss/dying of plants, trees and lawn areas. The Contractor shall provide proof of licensure for applying herbicides and pesticides chemicals. If a subcontractor is needed for these services, the subcontractor must be pre-approved by CBC Purchasing Department and

Director of Physical Plant. Approval will require the subcontractor's proof of license and proof of liability insurance that includes worker's compensation.

6. Tree Service – Tree services shall consist of mulching around trees, pruning, removal of trees, replacement of trees as necessary and approved by CBC's Director of Physical Plant. Pruning of trees shall be performed on an annual basis, primarily in the fall season, but on an "as needed" basis when considered necessary by the Contractor.

B. Miscellaneous Requirements:

1. Monitoring – The Contractor shall monitor all Coastal Bend College lawn and landscaping areas, and meet with the Director of Physical Plant twice a month to discuss needed property repairs and replacements.
2. Tools - Contractor shall be responsible for providing and maintaining all necessary equipment and tools such as blowers, trimmers, mowers, edger's, etc. to perform the lawn care and landscaping duties. The Contractor shall also provide oil, fuel, and supplies needed for any tool that is to be used to perform the lawn care and landscaping duties.
3. Trash and Debris Control – The Contractor shall be responsible for removal of all trash and debris from those areas to be mowed and/or maintained at the time workers are providing the needed services, and before leaving the site. The Contractor is also responsible to removal of all trash and debris that was mowed over. Repeated failure to properly execute this duty within a reasonable period of time after notification may result in dismissal of Contractor.
4. Sprinkler Systems – Campus does have in ground sprinkler systems. It is the Contractor's responsibility to repair any sprinkler heads that were damaged while mowing or edging. To accommodate new and existing lawns, beds, and trees, the Contractor is to discuss and coordinate a watering schedule with the Director of Physical Plant.
5. Additional projects and/or services may be requested in writing and in detail, and are subject to the same terms and conditions as to this RFP.

SECTION 6
PRICING PROPOSAL

Proposal of: _____
(Proposer Company Name)

To: Coastal Bend College

Ref.: Lawn Services

RFP No.: 2023-LS001

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the requested IT services pursuant to the above-referenced Request for Proposals upon the terms contained in the RFP.

6.1 Pricing Proposal for Services Offered

- 6.1.1 CBC reserves the right to place orders with more than one service contractor.
- 6.1.2 (Reference answers provided in **Section 3, Appendix One**).

6.2 Start-up Schedule

6.3 Added Value

Describe any proposed benefits to CBC from Proposer, not otherwise set forth herein, which would be an added value to CBC.

6.4 CBC's Payment Terms

CBC's standard payment terms for services are "Net 45 days." Indicate below the prompt payment discount that Proposer will provide to CBC:

Prompt Payment Discount: _____% _____ days/net 45 days

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS
TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION

SECTION 2: EXECUTION OF OFFER

SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE

SECTION 4: ADDENDA CHECKLIST

SECTION 5: NEW VENDOR PACKET

APPENDIX ONE, SECTION 1

GENERAL INFORMATION

1.1 Purpose

CBC is soliciting competitive proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by CBC.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

1.2 Proposal Requirements and General Instructions

- 1.2.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.2.2 Proposers must submit proposals in accordance with the specifications in Section 3. Each variance to these specifications must be clearly stated in the proposal. Slight variations to specifications might be accepted; however, the College will be the sole judge as to what variations will be allowed.
- 1.2.3 All products and/or services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the College shall be included in the proposal.
- 1.2.4 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.
- 1.2.5 Proposals and any other information submitted by Proposer in response to this RFP will become the property of CBC.
- 1.2.6 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by CBC, at CBC's sole discretion.
- 1.2.7 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

CBC makes no warranty or guarantee that an award will be made as a result of this RFP. CBC reserves the right to accept or reject any or all proposals, waive any

formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP deemed to be in CBC's best interest. CBC reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to CBC, at CBC's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

- 1.2.8 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by CBC, in CBC's sole discretion.

1.3 Preparation and Submittal Instructions

1.3.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by CBC, in its sole discretion.

1.3.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing Proposal (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing Proposal, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

CBC will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing Proposal.

In the Pricing Proposal, Proposer should describe each significant phase in the process of providing the Services to CBC, and the time period within which Proposer proposes to be able to complete each such phase.

1.3.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the

item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by CBC, in its sole discretion. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on CBC's website at <http://coastalbend.edu/>

1.3.6 New Vendor Packet

Proposer must complete, sign and return the attached New Vendor Packet (ref. **Section 5** of **APPENDIX ONE**) as part of its proposal. The forms must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed New Vendor Packet may be rejected by CBC, in its sole discretion.

1.3.7 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP Number and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Upon Proposer's request and at Proposer's expense, CBC will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. CBC will not under any circumstances consider a proposal that is received after the Submittal Deadline.

CBC will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to CBC. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without CBC's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to CBC, in CBC's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to

the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on CBC that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into an agreement with CBC as specified herein and that such intent is not contingent upon CBC's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.3.8 Page Size, Binders, and Dividers

Proposals must be submitted on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.3.9 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.3.10 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

APPENDIX ONE, SECTION 2

EXECUTION OF OFFER

Lawn Services
RFP # 2023-LS001

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT COASTAL BEND COLLEGE. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT COASTAL BEND COLLEGE'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent offers and agrees to furnish to CBC the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that he has not given, 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 submitted proposal.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

- d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - e. Respondent, if selected by CBC, will maintain insurance as required by the Contract;
 - f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that CBC will rely on such statements, information and representations in selecting the Successful Respondent. If selected by CBC as the Successful Respondent, Respondent will notify CBC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.
 7. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and CBC.
 8. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 *Texas Government Code*).
 9. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
 10. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
 11. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless CBC, all of its board members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs and expenses (including reasonable attorneys' fees and court costs), damages, and liabilities, arising out of, connected with, or resulting from any negligent or willful acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.
 12. By signature hereon, Respondent agrees to abide by and fully comply with CBC's smoking policy. Respondent understands that CBC has a smoke-free campus and this applies to the project at issue and Respondent agrees that all persons working under or for Respondent will abide by this policy in all respects.
 13. By signature hereon, Respondent agrees that CBC's bid protest policy, which is included in the RFP, will govern any protests related to this RFP and agrees to the terms of same.

14. By signature hereon, Respondent confirms that neither Respondent nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (“U.S.”) federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Respondent further certifies that it is not identified on the Texas Comptroller’s list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. Respondent will provide immediate written notification to CBC if at any time prior to award Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when CBC executes the Agreement, if any. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to CBC, CBC may terminate the Agreement, if any, for default by Respondent.

Respondent’s EIN No: _____

If Sole Owner:

Respondent’s SS No: _____

If a Corporation:

Respondent’s State of Incorporation: _____

Respondent’s Charter No: _____

Please identify each person who owns at least 25% of Respondent’s business entity by name and social security number:

_____	_____
Name	Social Security Number
_____	_____
Name	Social Security Number
_____	_____
Name	Social Security Number
_____	_____
Name	Social Security Number

Submitted and Certified by:

(Respondent’s Name)

(Authorized Signature)

(Date)

(Printed Name/Title)

(Telephone Number) & (Fax Number)

(Street Address)

(City, State, Zip Code)

APPENDIX ONE SECTION 3

PROPOSER’S GENERAL QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Legal name of Proposer Company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, CBC prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

APPENDIX ONE, SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: COASTAL BEND COLLEGE

Ref.: Lawn Services

RFP No.: 2023-LC001

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on CBC's website.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

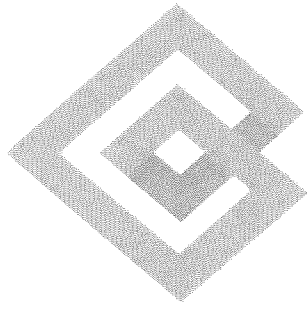
Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____



Coastal Bend COLLEGE

Memorandum

Date: _____

To: Coastal Bend College Vendor

From: _____

Re: _____
New Vendor Packet

All new vendors doing business with Coastal Bend College (CBC) must complete and submit a New Vendor Packet that consists of the following documents:

1. Vendor Information Form
2. Conflict of Interest Form
3. Certificate of Interested Parties Form 1295 (<https://www.ethics.state.tx.us/filinginfo/1295/>)
4. W-9 Form
5. Proposer/Vendor Certification Forms
6. Felony Conviction Notice Form
7. Antitrust Certification Statement
8. Confidentiality Declaration Form

Please note that when completing the Conflict of Interest Questionnaire and no conflict exists, CBC still needs the vendors to complete Box 1, type "N/A" on Box 3, sign and date it.

The completed vendor packet can be hand delivered, mailed or e-mailed to Procurement at ggutierrez@coastalbend.edu . If a CBC representative requested that you submit this vendor packet, please include the name of the individual on your fax or email. Upon receipt, you and/or your company will be set up as a vendor with Coastal Bend College.

**Coastal Bend College
Vendor Information Form**

Trade Name (dba): _____

Legal Name (if different): _____

Website: _____

Primary Address: _____

City: _____ State: _____ Zip Code: _____

Country: _____

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Country: _____

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

Contact Name: _____

Title: _____

Email: _____

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

Goods or services provided by your company:

Business Type (Check One):

- | | | |
|---------------------------------------|--------------------------------------|---|
| <input type="checkbox"/> Retailer | <input type="checkbox"/> Distributer | <input type="checkbox"/> Service Provider |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Contractor | <input type="checkbox"/> Manufacturer Agent |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Consultant | <input type="checkbox"/> Broker |

Years in Business: _____ Number of Employees: _____

HUB Certification Yes No (If yes, include copy of the HUB certificate)

Company Name that will be shown on your email for payment:

Email address where purchase orders are to be sent:

CBC CONFLICT OF INTEREST DISCLOSURE STATEMENT

Coastal Bend College (CBC) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with CBC or who seeks to do business with CBC must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of CBC or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of CBC, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of CBC.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

“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. *Texas Local Government Code 176.001(3)*.

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

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

- **CBC Board of Trustees and College President include:**

Dr. Justin Hoggard, <i>College President</i>	Mercy Flynn
Victor Gomez, <i>Board Chair</i>	Jerry Sanchez
Eloy Rodriguez, <i>Board Vice Chair</i>	Velma Elizalde
Carroll W. Lohse, <i>Secretary</i>	Jeff Massengill
- **Current local government officers include, but are not limited to:**
 - Dr. Justin Hoggard, *President*
 - Dr. Patricia Rehank, *Provost/Chief Academic Officer*
 - Cedric Menchion, *Chief Financial Officer*
 - Jacinto Colmenero, *Facilities Director*
 - Amador Ramirez, *Director, Information Technology*

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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:

...
(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.

CBC CERTIFICATE OF INTERESTED PARTIES – FORM 1295

CBC is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits CBC from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to CBC at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom CBC contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert “Costal Bend College”
 - In Section 3, insert the CBC RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed Form 1295 by **attaching the form to your proposal in the Response Attachment Section.** CBC must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by CBC. After CBC acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from CBC.

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		Exempt payee code (if any) _____
	<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.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<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:

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

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

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.

**COASTAL BEND COLLEGE
PROPOSER/VENDOR CERTIFICATION FORMS**

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS &
BOYCOTTING OF ISRAEL**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

[REDACTED] Initials of Authorized Representative of Vendor

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by CBC for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by CBC, CBC 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** [REDACTED] Initials of Authorized Representative of vendor

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

Does vendor agree? Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by CBC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by CBC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by CBC, the vendor certifies that during the term of an award for all contracts by CBC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or 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 CBC, the vendor certifies that during the term of an award for all contracts by CBC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and 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 CBC, the vendor certifies that during the term of an award for all contracts by CBC 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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by CBC, the vendor certifies that during the term of an award for all contracts by CBC 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 or by the State of Texas. Vendor shall immediately provide written notice to CBC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by

reason of changed circumstances. CBC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless CBC knows the certification is erroneous.

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 certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by CBC, the vendor certifies that during the term and after the awarded term of an award for all contracts by CBC 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 by or 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Does vendor agree? YES Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by CBC, CBC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for

procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended CBC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? Initials of Authorized Representative of vendor

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by CBC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? Initials of Authorized Representative of vendor

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

When federal funds are expended by CBC 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? Initials of Authorized Representative of vendor

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

When federal funds are expended by CBC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by CBC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES [] Initials of Authorized Representative of vendor

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.

Vendor's Name/Company Name: []

Address, City, State, and Zip Code: []

Phone Number: [] Fax Number: []

Printed Name and Title of Authorized Representative: []

Email Address: []

Signature of Authorized Representative: []

Date: [] Federal Tax ID # []

COASTAL BEND COLLEGE
FELONY CONVICTION NOTICE FORM

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement 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 the agreement 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”.

Subsection (c) states “this section does not apply to 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 information furnished is true to the best of my knowledge.

Contractor’s Name/Company Name: _____

Authorized Official’s Name (Printed or Typed): _____

You must select one and sign below:

- Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____ Detail
of Conviction(s): _____

(Attach additional pages if necessary.)

Signature of Company Official: _____

Date: _____

COASTAL BEND COLLEGE
ANTITRUST CERTIFICATION STATEMENT
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO CBC IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, CBC is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to CBC in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as “CONFIDENTIAL.”

Marking information as “CONFIDENTIAL” does not guarantee that the information will be withheld from disclosure. If CBC receives a request for public information involving information that Vendor has clearly and conspicuously marked as “CONFIDENTIAL,” CBC will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that CBC provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. CBC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability CBC, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or CBC and determined by CBC, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.** Further, even if Vendor marks information as “CONFIDENTIAL,” **Vendor expressly agrees that CBC may disclose Vendor’s proposal, including, but not limited to, pricing information, to other governmental entities.**

Please check **ONLY ONE** of the following options:

- Declaration of Confidentiality** – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor declares that the information marked by Vendor as “CONFIDENTIAL” contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.

- Waiver of Confidentiality** – Vendor **HAS NOT** marked any information contained in its proposal and/or other information submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to CBC and that its proposal and all other information—including any pricing information—submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information—including any pricing information—submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement.

Vendor Name

Printed Name of Authorized Officer/
Representative of Vendor

Signature

Title

Date

Coastal Bend College
Accounts Payable (Cedric T. Menchion, CFO)
3800 Charco Road
Beeville, TX 78102



VENDOR ELECTRONIC PAYMENTS REQUEST (ACH)

Coastal Bend College is pleased to announce a new service to our Accounts Payable vendors. Effective immediately, you will have the **OPTION** of receiving your payment through the Automated Clearinghouse Network (ACH). ACH payments are widely viewed as more secure, less costly, and more efficient than paper checks.

The US Treasury uses ACH payments for social security and other payments. **This process will be provided at no cost to you and will be used for deposits only.**

So that we may update our information and make electronic payments to you, please complete the following information:

Company Name: _____

Company Address: _____

E-mail Address: _____

Bank Name: _____

Bank Routing # _____ Account # _____

Please circle one: Checking Account Savings Account

Please attach a voided check (deposit slips are not acceptable)*:

*If you do not issue checks on the designated account, a letter from your financial institution is required. The letter must be on bank letterhead, signed by a bank representative and include full ACH instructions.

I certify the depository information listed above is accurate and I authorize Coastal Bend College to issue payments electronically via ACH. Signature must be that of an authorized representative. Owner agrees to give at least thirty (30) days advance written notice of any change in the payment instructions shown above.

Signature: _____ Date: _____

Printed Name: _____ Phone #: _____

Please complete this letter and return to Accounts Payable – 3800 Charco Road, Beeville, TX 78102 – Attention: Cedric Menchion, CFO. **If you have any questions, please contact Cedric Menchion, Chief Financial Officer at 361-354-2215 or ctmenchion@coastalbend.edu.** Thank you!

For Office Use Only	
Vendor Number: _____	
Verified Date: _____	AP Clerk Initials: _____