NOTICE OF REQUEST FOR PROPOSALS

RFP 12-18 PEST CONTROL SERVICES

Last Date & Time to Submit: February 21, 2012 at 2:00 PM

Contract Period: Commencing on or about April 1, 2012 for one year with options for two one year extensions.

Contact Information:
8012 Shin Oak
Live Oak, TX 78233-2457
Email: purchasing@judsonisd.org
TEL: 210-945-5528
FAX: 210-945-6910

Date: February 1, 2012
Request Issued By: Debi Baerman
Purchasing Buyer

Purpose of Request
The Judson Independent School District desires to identify and select a vendor to provide pest control services to include the use of an integrated pest management strategy at all district facility kitchens, cafeterias and the Child Nutrition Central Kitchen.

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the proposing organization is in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization
Address
City, State, Zip
Telephone Number of Authorized Representative
Fax Number of Authorized Representative

Date
Signature of Authorized Representative
Printed Name of Authorized Representative
Position or Title of Authorized Representative
Email Address of Authorized Representative

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Form A1
1. BID/PROPOSAL SUBMISSION: Bids/Proposals must be submitted utilizing this document only and must reach the Judson Independent School District Purchasing Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.

2. INTERNET DOWNLOADS: Vendors who have not obtained this solicitation document directly from JISD, or who may have downloaded the document from the JISD website, shall be responsible for immediately notifying JISD of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify JISD and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposal solicitation.

3. SUPPLEMENTAL INFORMATION: All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.

4. PROPOSAL ERRORS: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.

5. USE OF BRAND NAMES: The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, district will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.

6. UNDUE INFLUENCE: In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other district officials from the date this solicitation is released until the award of a contract by the Board of Trustees.

7. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such.

8. CONTRACTUAL RELATIONSHIP: Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.

9. INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omissions of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.

10. APPLICABLE LAW: This contract shall be governed by the policies of the Judson ISD Board of Trustees, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. Judson ISD Board Policies can be accessed on the web at www.judsonisd.org.

11. GRATUITIES: The District may, by written notice to the Contractor, cancel this contract without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the JISD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

12. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. MODIFICATIONS: This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.

14. INTERPRETATION OF EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in proposal. All deliveries, unless specified otherwise in the contract or order document, will be made to the campus or department specified, between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge. The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts, and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth in any subsequent duly authorized purchase orders.

16. FUND AVAILABILITY: Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the JISD Board of Trustees or otherwise not made available to the District.

17. ADVERTISING: Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

18. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. LEGAL VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Live Oak, Bexar County, Texas.

20. RIGHT OF INSPECTION: The District shall have the right to inspect the goods before accepting them.
21. PAYMENT TERMS: Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the District, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

22. RIGHT TO ADDITIONAL COMPETITION: Judson ISD occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the District.

23. NON-WAIVER OF IMMUNITY: The parties understand and agree that this contract is not for goods and services to Judson ISD that is subject to a school district’s immunity within Texas Local Government Code Chapter 271.

24. DURATION OF SUBMISSION: Offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of proposals. No bid may be withdrawn during the period of firm offering.

25. RECYCLED PRODUCTS: The District may give preference in purchasing products made of recycled materials if the products meet applicable specifications as to quantity and quality.

26. NOTICE OF INTENT TO SUE: Vendor understands and agrees that before any action or lawsuit may be filed against Judson ISD that vendor must deliver written notice of its intent to file suit against Judson ISD to the Superintendent of Schools at least 90 days in advance. As part of this written notice, the vendor will identify the nature of the proposed resolution in order to provide Judson ISD an opportunity to resolve the dispute without the need for litigation.

27. MEDIATION/ALTERNATIVE DISPUTE RESOLUTION: Unless waived in writing by an authorized representative of Judson ISD, vendor understands and agrees to participate in mediation with Judson ISD as a condition precedent to any action or lawsuit being initiated or maintained against Judson ISD.

28. VENDOR GRIEVANCE PROCEDURE: Unless waived in writing by an authorized representative of Judson ISD, vendor understands and agrees that it must first utilize the District’s internal grievance procedures as set forth under JISD Board Policy as a condition precedent to any action or lawsuit being initiated or maintained against Judson ISD.

29. WARRANTY-PRICE: The price to be paid by the District shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to District for breach at Contractor's actual expense. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

30. WARRANTY-PRODUCT: Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.

31. WARRANTY-SAFETY: Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Contractor's expense.

32. WARRANTY-INFRINGEMENT: As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this contract. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold the District harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements).

33. REJECTION/AWARD: Judson ISD reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding. Written notice of award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

34. TERMINATION: The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the District, for convenience.

35. PROPRIETARY INFORMATION: Any information contained in a proposal that is proprietary must be marked and indicated as such.

36. ADDENDA: A written addendum may be issued prior to the bid/proposal opening, which may modify, supplement or interpret any portion of this Request. No verbal or written information from other sources are authorized as representing the Judson Independent School District.

37. PROPOSAL PREPARATION EXPENSES: The District is not liable for any costs incurred by a proposer in the preparation of their proposal or for any services or work performed prior to the issuance of a contract.

38. PURCHASE ORDER: A signed purchase order is required prior to any goods or services being provided to any organization utilizing district funds. The District shall not be liable for payment for any goods or services provided without a duly authorized purchase order.
SECTION 1 – INTRODUCTION AND GENERAL INFORMATION

1.1 DESCRIPTION: The Judson Independent School District desires to identify and select a vendor to provide pest control services to include the use of an integrated pest management strategy at all district kitchen and cafeteria facilities and the Child Nutrition Central Kitchen.

1.2 INQUIRIES: The Judson Independent School District Purchasing Department is proud to announce a new partnership with Public Purchase, a web based eProcurement service. All questions related to this request concerning documents, terms and conditions or contractual obligations shall be submitted directly through http://www.publicpurchase.com/judsonisd.tx. Questions submitted by other methods will not be considered. All questions concerning this Proposal must be received no later than February 13, 2012 at 2:00 PM.

If you experience any difficulties with this process please contact Public Purchase at support@publicpurchase.com.

1.3 DISTRICT OVERVIEW:

1.1.1 Judson ISD is a public school district encompassing 55.87 square miles providing services to the cities of Converse, Kirby and Live Oak. The District also serves portions of the cities of San Antonio, Universal City, Schertz, Selma and certain areas of unincorporated Bexar County.

1.1.2 The District currently has three high schools, four alternative learning programs, five middle schools, seventeen elementary schools, two transportation facilities, one distribution/maintenance complex, two administration buildings, and one central kitchen.

1.1.3 Judson ISD has an average daily attendance of about 22,500 students and about 2,800 employees.

1.4 TYPE AND TERM OF CONTRACT: This is a negotiable price/requirements contract under which the District shall meet its requirements for the services described in the proposal document from the successful vendor for the duration of the contract. The contract shall commence on or about April 1, 2012 for a one year period with options, at the District’s discretion, for two additional one year extensions.
1.5 CONFLICT OF INTEREST: In accordance with Texas Local Government Code §176.006, any vendor doing business with or seeking to do business with the District and has an employment or business relationship with an officer of the District or a family member of the officer (as defined in §176.003) or has given an officer of the District, or a family member of the officer, one or more gifts with the aggregate value specified in §176.003, excluding any gift described in the same section must submit a Conflict of Interest Disclosure Form. Disclosure forms may be downloaded from the District’s website or from the Texas Ethics Commission’s webpage at www.ethics.state.tx.us. District personnel are not able to provide legal advice to vendors on this or any other legal matter. If a vendor has questions, they are advised to consult their attorney. Vendors are reminded that this form is only required to be submitted if a known conflict exists.

1.6 INSURANCE REQUIREMENTS: The awarded vendor must provide a certificate of insurance or appropriate documentation to the Judson ISD Purchasing Department certifying the following coverage levels and listing the District as a named insured upon request.

1.2.1 Automobile Liability Insurance shall cover all owned, non-owned, hired vehicles in the amount of $100,000/300,000 bodily injury, $100,000 property damage or a combined limit of $500,000.

1.2.2 General Liability Insurance shall provide the minimum coverage of $1,000,000 per incident and $2,000,000 aggregate.

1.2.3 Workers Compensation Insurance shall provide the minimum coverage of $500,000 for all employees of awarded vendor.

1.7 LICENSING AND CERTIFICATION: The successful vendor must be certified to perform the services required under this offering by the State of Texas. In addition, the vendor must be authorized to conduct said services within the municipalities of Live Oak, Converse, Universal City, San Antonio, Kirby, and Selma, Texas. Documentation reflecting licensing and certification will be required prior to conducting any business with the District.

SECTION 2 – SCOPE OF WORK

2.1 SCOPE OF WORK:

2.1.1 Provide all labor and materials required to perform pest control services.

2.1.2 Upon award of contract, vendor shall schedule an initial visit to each location and submit a pest control plan to the Director of Child Nutrition or her designee within the first 14 days of the contract commencement. The Director of Child Nutrition may modify this plan to meet the needs and desires of the District.
2.1.3 The plan shall consist of proposed methods and equipment for service (including MSDS’s for all chemicals), proposed methods for monitoring and surveillance, the service schedule for each site, recommendations on changes that might have a positive impact on the pest control effort, copies of commercial applicator or technician licenses for each person engaged in performing services.

2.1.4 The vendor shall be responsible for providing and maintaining records of treatment for each building or site specified. The record will be maintained on site where services are performed.

2.1.5 All services shall be performed on a monthly basis after 3:00 p.m. and shall be scheduled through the Judson ISD Child Nutrition Department.

2.1.6 While performing services, the vendor shall comply with all federal, state and local laws, regulations and codes concerning pest control treatment including posting requirements for notice of treatment. In addition, the vendor will take all steps necessary to observe all safety precautions while holding harmless the district from any and all claims arising from performing pest control services.

2.1.7 During the terms of this contract, the vendor will maintain all applicable state and local licensing. The vendor shall notify the District in writing of any citations from or other complaints lodged with any state or local agencies within 14 days of becoming aware of the citation or complaint.

2.1.8 All precautionary steps shall be taken to prevent damages to district-owned property. Any damages to district-owned property may be deducted from any payments owed by the District. In addition, relief may be sought through liability claims for substantial damages.

2.1.9 Treatment areas shall only include all district facility kitchens, cafeterias and Child Nutrition Central Kitchen.

2.2 PERSONNEL: The successful contractor must provide all personnel necessary to perform the contracted services. All personnel should be direct employees of the contractor unless sub-contracting has been approved in writing by the District. Contractor’s personnel must be easily identified – either by uniform or identification badge. If contractor elects to use sub-contracted labor – a payment bond must be issued protecting the District from any liability due to non-payment. Additionally, the proposed contractor must submit documentation with the submitted proposal that the proposed sub-contractor has sufficient means and experience in the type of work proposed.

2.3 LOCATION OF SERVICES: The locations targeted for pest control treatment are as listed below.

2.3.1 Other locations may be added during the contract period. Pricing for added locations will be calculated by comparing similar facilities and must be approved by the Director of Purchasing prior to services being rendered.
<table>
<thead>
<tr>
<th>Service Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candlewood Elementary</td>
<td>3635 Candleglen, San Antonio TX</td>
</tr>
<tr>
<td>Converse Elementary</td>
<td>6720 FM 1516, Converse TX</td>
</tr>
<tr>
<td>Coronado Village Elementary</td>
<td>213 Amistad, Universal City TX</td>
</tr>
<tr>
<td>Crestview Elementary</td>
<td>7710 Narrow Pass, San Antonio TX</td>
</tr>
<tr>
<td>Elolf Elementary</td>
<td>6335 Beech Tr, Converse TX</td>
</tr>
<tr>
<td>Franz Elementary</td>
<td>12301 Welcome Dr, Live Oak TX</td>
</tr>
<tr>
<td>Hartman Elementary</td>
<td>7203 Woodlake Pkwy, San Antonio TX</td>
</tr>
<tr>
<td>Hopkins Elementary</td>
<td>2440 Ackerman Rd, San Antonio TX</td>
</tr>
<tr>
<td>Masters Elementary</td>
<td>2650 Woodlake Pkwy, Converse TX</td>
</tr>
<tr>
<td>Miller's Point Elementary</td>
<td>7027 Misty Ridge, Converse TX</td>
</tr>
<tr>
<td>Olympia Elementary</td>
<td>8439 Athenian, Universal City TX</td>
</tr>
<tr>
<td>Park Village Elementary</td>
<td>5855 Midcrown Dr, San Antonio TX</td>
</tr>
<tr>
<td>Masters Elementary</td>
<td>6351 Lake View Dr, San Antonio TX</td>
</tr>
<tr>
<td>Rolling Meadows Elementary</td>
<td>1722 FM 2252, San Antonio TX</td>
</tr>
<tr>
<td>Salinas Elementary</td>
<td>10560 Old Cimarron Tr, Universal City TX</td>
</tr>
<tr>
<td>Spring Meadows Elementary</td>
<td>7135 Elm Tr, San Antonio TX</td>
</tr>
<tr>
<td>Woodlake Elementary</td>
<td>5501 Lake Bend, San Antonio TX</td>
</tr>
<tr>
<td>Judson Middle School</td>
<td>9695 Schaeffer Rd, Converse TX</td>
</tr>
<tr>
<td>Kirby Middle School</td>
<td>5441 Seguin Rd, San Antonio TX</td>
</tr>
<tr>
<td>Kitty Hawk Middle School</td>
<td>840 Old Cimarron Tr, Universal City TX</td>
</tr>
<tr>
<td>Woodlake Hills Middle School</td>
<td>6625 Woodlake Pkwy, San Antonio TX</td>
</tr>
<tr>
<td>Metzger Middle School</td>
<td>7475 Binz Engleman Rd, San Antonio TX</td>
</tr>
<tr>
<td>Judson High School</td>
<td>9142 FM 78, Converse TX</td>
</tr>
<tr>
<td>Wagner High School</td>
<td>3000 N. Foster Rd, San Antonio TX</td>
</tr>
<tr>
<td>Child Nutrition Central Kitchen</td>
<td>210 School St, Converse TX</td>
</tr>
<tr>
<td>Judson Early College Academy</td>
<td>8230 Palisades, Live Oak TX</td>
</tr>
<tr>
<td>Secondary Alternative School</td>
<td>102 School St, Converse TX</td>
</tr>
</tbody>
</table>
3.1 PROPOSAL EVALUATION:

3.1.1 In determining whom to award a contract, the district shall consider the following items in accordance with Texas Education Code Chapter 44.031:

3.1.1.1 The purchase price;
3.1.1.2 The reputation of the vendor and of the vendor's goods or services;
3.1.1.3 The quality of the vendor's goods or services;
3.1.1.4 The extent to which the goods or services meet the district's needs;
3.1.1.5 The vendor's past relationship with the district;
3.1.1.6 The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
3.1.1.7 The total long-term cost to the district to acquire the vendor's goods or services;
3.1.1.8 And any other relevant factor specifically listed in the request for bids or proposals.

3.1.2 Award criteria for this bid/proposal shall be based on the following point system;

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase/Proposed Price</td>
<td>65</td>
</tr>
<tr>
<td>Quality of References</td>
<td>10</td>
</tr>
<tr>
<td>Quality of Product/Services</td>
<td>20</td>
</tr>
<tr>
<td>Compliance with Specifications</td>
<td>00</td>
</tr>
<tr>
<td>Past Relationship with District</td>
<td>00</td>
</tr>
<tr>
<td>Long Term Cost to the District</td>
<td>00</td>
</tr>
<tr>
<td>Quality of Bid/Proposal</td>
<td>05</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

3.2 PROPOSAL OPENING: Any submissions received may be opened and reviewed upon receipt. All proposals must be received in the Purchasing Department prior to the proposal opening date and time in order to be considered for award. Any proposals received after that date and time will be returned unopened to the vendor.
3.3 PROPOSAL SUBMISSION: Submit one original and one copy of each Proposal in a sealed, plainly marked envelope/container. Proposals submitted by facsimile or email will not be accepted.

To properly process the envelope containing your response, it shall be marked:

Pest Control Services
RFP 12-18
February 21, 2012 - 2:00 PM
Submit Proposal in the following order.

☐ Notice of Request for Proposal - Form A1

☐ Felony Conviction Disclosure Statement & Deviation/Compliance Signature Form – Form A2

☐ Out of State Certification Page – Form A3

☐ Suspension and Debarment Certification

☐ Non-Collusion, Non-Conflict of Interest and Anti-Lobbying Certification – Form A4

☐ Central Texas Purchasing Alliance Adoption & Northeast ISD Adoption – Form A5

☐ Federal Funds Anti-Lobbying Certification – Form A6

☐ State Licensing Documents

☐ Executive Summary
   A one page document which details vendor qualifications and experience

☐ Bid/Proposal Submittal – Form P

☐ Vendor Reference Sheet – Form R

☐ Vendor Survey – Form S

☐ IRS Form W-9

Failure to include any of these items with your bid/proposal response may subject your proposal to disqualification.
Felony Conviction Disclosure Statement

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

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

Based on the statement above, please check the appropriate box below.

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

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

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

Vendor’s Name: _____________________________________________________________________________________

Name of Felon(s): _____________________________________________________________________________________

(Attach additional sheet if necessary)

Details of Conviction(s): _______________________________________________________________________________

(Attach additional sheet if necessary)

Deviation/Compliance Form

If the undersigned Proposer intends to deviate from the Terms and Conditions or Specifications listed in this APPLICATION invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Judson ISD will consider any deviations in its Proposal award decisions, and Judson ISD reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures Judson ISD of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

☐ No Deviations ☐ Yes (List Below)

List any deviations your company is submitting below, if applicable (Attach additional sheet if necessary):

Name of Firm: _____________________________________________________________________________________

Signature of Authorized Official: ____________________________________________________________________________

Printed Name: _____________________________________________________________________________________

Title or Position: _____________________________________________________________________________________

Date Signed: _____________________________________________________________________________________

RETURN THIS DOCUMENT IN APPLICATION PACKAGE

Form A2
Out of State Certification

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

☐ I certify that my company is a “Resident Proposer”:

____________________________________________________________
Company Name (Please Print)

☐ I certify that my company qualifies as a “Nonresident Proposer”
(Note: You must furnish the following information: )

Indicate the following information for your “Resident State”: (The state your principal place of business is located in)

___________________________________________          __________________________________
Company Name                        Address

___________________________________________          __________________________________
City                        State      Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)
☐ Yes
☐ No

B. What is the prescribed amount or percentage? $__________ or ___________%

Certification: I certify that the information provided above is correct.

____________________________________________________________
Signature of Authorized Representative

____________________________________________________________
Name (Please Print)                        Title

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Form A3
SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of $100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Firms receiving individual awards of $100,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of $100,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

NON-COLLUSION, NON-CONFLICT OF INTEREST AND ANTI-LOBBYING CERTIFICATION

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this firm’s officers, employees, or agents to lobby, directly or indirectly, the District’s Board of Trustees.

3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Judson Independent School District except as noted below:

______________________________________________________________________________

Name of Firm: _______________________________________________________________________

Signature of Authorized Official: ______________________________________________________

Printed Name: _______________________________________________________________________

Title or Position: _____________________________________________________________________

Date Signed: _________________________________________________________________________

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Form A4
Central Texas Purchasing Alliance Adoption Clause

Use of Contract(s) by members comprising of Central Texas Purchasing Alliance (CTPA):
A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
B. A list of members that may utilize the Vendor’s contract is listed on the CTPA website, www.txctpa.org.
C. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
D. A negative reply by the Vendor will not adversely affect consideration of the Vendor’s Solicitation response.
E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

Northeast Independent School District (NEISD) Adoption Clause

Use of Contract(s) by the Northeast Independent School District (NEISD):
A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the NEISD as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
B. A list of members that may utilize the Vendor’s contract is listed on the NEISD website, www.neisd.net.
C. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
D. A negative reply by the Vendor will not adversely affect consideration of the Vendor’s Solicitation response.
E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BY CHECK BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR’S RESPONSE TO THIS SOLICITATION:

- Yes to both Adoption Clauses above
- No to both Adoption Clauses above
- Yes, with the exceptions of the following districts (Specify which Adoption Clause and the exception):

_________________________________________________________________________________

Name of Firm: _______________________________________________________________________
Signature of Authorized Official: ________________________________________________________
Printed Name: _______________________________________________________________________
Title or Position: _____________________________________________________________________
Date Signed: ________________________________________________________________________

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Form A5
FEDERAL FUNDS ANTI-LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CLEAN AIR AND WATER ACT

As required by USDA, the undersigned certifies the following:

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, as amended (42 U. S. C. 1857(h)), section 508 of the Clean Water Act, as amended (33 U. S. C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Name of Firm: ____________________________________________________

Signature of Authorized Official: ______________________________________

Printed Name: ______________________________________________________

Date Signed: ______________________________________________________

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Form A6
Bid/Proposal Submittal Form

Having read all terms & conditions of this proposal, I submit the following pricing on behalf of my company. I further understand that all proposed pricing includes all labor, material, insurance, and any other expenses involved in the rendering of services or the delivery of goods specified in the proposal documents and that no charges beyond those stated in the proposed pricing may be billed to the District.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MONTHLY PROPOSED PRICING</th>
<th>ANNUAL PROPOSED PRICING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pest Control Services for District Wide Kitchens and Cafeterias</td>
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</tbody>
</table>

Authorized Signature ___________________________ Position or Title ___________________________

Printed Name ___________________________ Company Name ___________________________

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE
# Vendor Reference Sheet

**References:** List at least three school districts or other large organizations, which this firm has supplied with similar products. A **minimum of three verifiable references are required.**

<table>
<thead>
<tr>
<th>Organization</th>
<th>Address</th>
<th>Phone</th>
<th>Contact Name</th>
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<tbody>
<tr>
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</table>

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Form R
Vendor Survey

1. How long has your company been in business? _________________

2. How long has your company been doing business in the San Antonio area? _________________

3. How many employees does your company have? _________________

4. Is your company located within the boundaries of Judson ISD?
   □ Yes   □ No

5. How did you hear about this opportunity? (please check all that apply)
   □ Newspaper   □ PublicPurchase.com
   □ JISD Website   □ Other: _________________

6. Did this Request for Proposals provide the information that you required in order to develop pricing in a way that was easy to understand?
   □ Yes   □ No

7. Did you encounter problems with PublicPurchase.com?
   □ Yes   □ No

   If yes, please provide details:
   __________________________________________________________________________
   __________________________________________________________________________

8. Provide any feedback that you feel might be useful.
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

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Form S
**Form W-9**

**Request for Taxpayer Identification Number and Certification**

[Page 1]

**Part I**

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**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).

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 on page 4.

Sign Here

Signature of U.S. person

Date

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.