



Hereford Independent School District

Business Office
601 N. 25 Mile. Avenue
Hereford, Texas 79045

CSP #26-004 COMPETITIVE SEALED PROPOSAL FOR COMMERCIAL KITCHEN EQUIPMENT

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Submittal Deadline

May 1, 2026

DISTRICT PROFILE

Hereford Independent School District is a rural district located in Hereford, TX, Deaf Smith County in the Texas Panhandle 45 miles southwest of Amarillo and 100 miles north of Lubbock. Hereford ISD has an enrollment of over 3900 students at one pre-K school, four elementary schools, one middle school and one high school. The school system is one of the largest employers in Deaf Smith County employing over 650 employees. We are committed to providing the very best in educational opportunity to all of our students.

“Committed to Children, Dedicated to Excellence”

COMPETITIVE SEALED PROPOSAL FOR COMMERCIAL KITCHEN EQUIPMENT

CSP #26-004

This document is to provide information on how to complete and submit a response to this solicitation. Items below apply to and become a part of terms and conditions of solicitation unless superseded by any attached terms and supplemental conditions or specifications in which case attached conditions will prevail. **Any exceptions must be in writing.**

1. OVERVIEW:

Hereford Independent School District (Hereford ISD) is accepting sealed proposals for **The Purchase and Installation of New Cafeteria Equipment for** Hereford ISD Child Nutrition Department. This is a solicitation to establish an agreement, which will allow for the legal acquisition of Updating of the Hereford ISD Child Nutrition Department.

2. PURPOSE:

The intent of this procurement solicitation is to establish responsive and responsible vendor(s), known as a company or firm whose purpose is to provide products for the procurement of goods and/or services within the scope of services offered with this solicitation on an as needed basis. All products and services submitted for consideration, unless otherwise noted, must be appropriate for commercial kitchens.

This proposal may be awarded to one or multiple vendors by line, section or package as determined to be the best value to Hereford ISD. All new equipment are turn-key purchases and include all needed installation, equipment, and related costs. All products and services submitted for consideration, unless otherwise noted, must be appropriate for commercial kitchens. This is not a public works proposal.

3. SCOPE

- (1) Replace existing walk in freezers at West Central Elementary and Tierra Blanca Early Childhood Center including installation and removal of old freezers. (2) Install range and Tilting Skillet Braising Pans at Hereford Junior High and Combi Oven at West Central Elementary. Remove old equipment. (3) Deliver and assemble serving lines at West Central Elementary Remove old equipment.
- (2) This is a turnkey project. If replacing an existing unit, the old equipment needs to be hauled away. New equipment should be delivered, uncrated and installed.

SPECIFICATIONS

HEREFORD JUNIOR HIGH SCHOOL

QTY 1-HD Range 26", 6 Open Burners

QTY 1- Tilting Skillet Braising Pan, Gas

QTY 1- Mobile Heated Cabinet

Door Dimensions for Delivery 47.75 X 83

WEST CENTRAL ELEMENTARY

QTY 1- Combi Gas Oven

QTY 1- Walk in Combination Cooler Freezer, Remote

QTY 1- SERVING LINE

Door Dimensions for Delivery 41.5 X 83

TIERRA BLANCA EARLY CHILDHOOD CENTER

QTY 1- Walk in Combination Cooler Freezer, Remote

Door Dimensions for Delivery 41.5 X 83

Replacement should include, but is not limited to:

- Condensing units
- Evaporators
- Refrigerant lines and condensation drains (condensate drain for freezers should be wrapped with heat tape and insulated)
- Insulating the refrigeration lines
- Refrigerant lines on roof should also include a removable foam protecting wrap
- Sealing penetrations of refrigeration and electrical
- All condensate lines should have a union fitting just after the evaporator drain pan connection
- Crane rental costs
- Include a tank of the appropriate Freon for each unit
- Coolers should be equipped with a KE2 Temp + Air Defrost Digital Thermostat
- Freezers should be equipped with a Grasslin DTMV defrost clock, along with a

Rancho ETC (111000-000) thermostat.

- One (1) year warranty agreement

Other possible requirements may be:

- Freight costs
- Bonding requirements
- All permits and city required regulations

4. SITE VISITATION:

Hereford ISD recommends that responders visit Hereford school facilities before proposal close date. Visitation is not mandatory to respond to the bid. To schedule a visitation time; contact Joel Everett at:

PHONE: 806-363-7600

EMAIL: joeleverett@herefordisd.net

Any questions resulting from site visit(s) must be submitted to Melissa Wilhelm in writing at melissawilhelm@herefordisd.net. Joel will not answer any questions during the tour.

5. BID TIMELINE:

Following is a list of projected dates with respect to this solicitation. These dates are subject to change and are provided only as a reference, so respondents are aware of the scheduling constraints associated with this proposal.

Action Description	Date and Time
Legal Notices	Hereford Brand 4/15/2026, 4/18/2026, 4/22/2026, 4/25/2026
Deadline for Questions	2:00 PM CT, 4/29/2026
Bid Response Due	2:00 PM CT, 5/1/2026
Bid Opening & Recommendation to TDA	5/4/2026
Recommendation to Board of Trustees	TBD

6. COMMUNICATIONS:

All questions received and the corresponding answers will be posted on the Hereford ISD Website in the Business Office Section <https://www.herefordisd.net/page/business>. **No verbal responses will be provided.** The deadline for questions about this sealed proposal will be 2:00 PM CT, April 21, 2026. The District may not respond to questions that are submitted after this time and date. Although every effort has been made to provide accurate up-to-date information, responders should submit questions through email correspondence to melissawilhelm@herefordisd.net. The addendums will be posted on the business office website <https://www.herefordisd.net/page/business>.

Contact between solicited suppliers and user departments during the request for sealed proposal process or evaluation process is prohibited. Any attempt by a solicited supplier to contact the departments will result in disqualification.

7. PROPOSAL COPIES

All proposal submittal documents include the following: Note: All forms must be completed and signed in order for the proposal to be considered. Failure to complete and sign all forms may cause the proposal to be rejected.

- a) **Competitive Sealed Proposal Submittal Form (page 12)**
- b) **Deviation Form (page 13)**
- c) **Felony Conviction Notification (page 14)**
- d) **Resident Vendor Certification (page 15)**
- e) **Conflict of Interest Questionnaire (page 19)**

8. PRICING FOR SERVICES:

Responder shall include in Proposal pricing list of all services required for this project.

METHOD FOR ISSUING SOLICITATION:

Every line-item will be individually evaluated and compared for best value to the Hereford ISD. For this type of solicitation, vendors will have the option to offer a price response for one, some or all line-items. The best value to Hereford ISD and the most responsible and responsive vendor for each line-item will be awarded. A vendor may be awarded for one item, several items or all items.

9. EVALUATION AND SELECTION PROCESS:

This proposal will be awarded in the best interest of the District Final evaluation of this proposal will be based on Texas Department of Agriculture, Administrator's Reference Manual (ARM) Section 17.

Hereford ISD will conduct a comprehensive evaluation of all submissions received in response to this proposal. The District will appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine the most responsible and responsive, qualified, and responder who best serves the District's needs.

An Evaluation Committee will evaluate the proposals against the following weighted criteria:

#	Evaluation Criteria	Points
1)	Cost to Hereford ISD Cost is the primary factor	40
2)	Responsive and Responsible Bidder Responsive – complies with all material and administrative aspects of solicitation. Responsible – has adequate financial resources and can comply with requirements of solicitation.	20
3)	Quality of the vendor's good(s) and/or service(s) Any available information known or available through the quotations. If unknown, reference survey may be conducted.	15
4)	Extent to which good(s) and/or services meet District needs Hereford ISD evaluators will determine if the response proposal provides value to Hereford ISD and if the goods and/or services offered by bidder meet the needs outlined in the solicitation	15
5)	Reputation of bidder and bidder's good(s) and/or service(s) Reference survey feedback and/or personal experience	10
	Maximum points	100

Notice: The evaluation and scoring shown on this evaluation document are preliminary

results and are not final. This evaluation and scoring may be subject to re-evaluation, re-scoring, and/or re-examined considering additional evaluation information, such as applicable law/regulations or through a Best and Final Offer (BAFO) process. Evaluations and scoring results are not final until the evaluation process officially concludes.

Proposer(s) scoring highest based upon the Evaluation Criteria will be selected to participate in this final analysis of proposals. The District must choose the most responsible and responsive offer(s) with price as the primary consideration. The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation criteria.

Hereford ISD may request a written interpretation from a Proposer of any term or statement in a proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation.

Hereford ISD shall have the right to reject any or all proposals; to reject a proposal not accompanied by the required documents; to reject a proposal, which is in any way incomplete, irregular, or nonconforming; or to reject a proposal, which may otherwise be legally rejected for any reason. Hereford ISD may waive any informality in any proposal to the fullest extent permitted by applicable law.

The contents of the proposal submitted by the successful Proposer and this solicitation will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Proposer will be expected to sign a contract with the District.

10. AWARD:

Hereford ISD anticipates awarding this contract to one or multiple vendors by line, section, or package that are the most responsible and responsive and best serves the needs of the District. Hereford ISD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the District.

All vendors properly responding on time to this proposal and provide all the required information will be considered for award. Responders will be notified by email of award. Vendor(s) who is/are awarded under this agreement will be identified as “approved vendors” for Hereford ISD and may be found at the following link after the evaluation/recommendation for award period and formal board approval

11. WITHDRAWAL OR MODIFICATION OF SUBMITTED PROPOSAL

Any proposal which has been submitted may be withdrawn prior to the scheduled time for receipt of proposals. A request to withdraw a proposal must be in writing and be received by the District prior to the scheduled time for receipt of proposals.

No amendment, addendum or modification shall be accepted after the deadline for submitting the proposal to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the

time scheduled for receipt of proposals.

No vendor may have more than one proposal on file with the District.

After the scheduled time for receipt of proposals, proposals may not be withdrawn for 60 days. Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.

12. CLARIFICATION AND ADDENDA'S

Any vendor in doubt as to the true meaning of any part of the specifications or other documents may request, **in writing**, an interpretation thereof from: The Purchasing Specialist. At the request of the vendor, the interpretation will be made by written addendum issued by the Purchasing Specialist, and will be sent to all vendors receiving the original Request for Proposal and will become part of the proposal package having the same binding effect as provisions of the original proposal. No verbal explanations or interpretations will be binding.

The District does not assume responsibility for the receipt of any addendum sent to vendors.

A copy of all addenda issued must be signed and returned with your proposal.

13. DELIVERY

Delivery required in this proposal shall be freight prepaid, F.O.B. destination and proposal prices shall include all freight and delivery charges. The vendor will be responsible for any costs or equipment needed to unload the equipment and for the delivery of the materials to Hereford ISD. NOTE: Due to fiscal year constraints the vendor **MUST GURARANTEE** that the job priced in the proposal will be completed no later than **July 31, 2026**. If the vendor fails to complete the project by this date they may substitute another option of higher value and that meets all of the specifications in the proposal but must honor the quoted price of the equipment in the proposal. If the vendor does not elect this option, then the District reserves the right to secure the equipment from another vendor or to secure one on the open market. The vendor who was awarded the proposal will be liable to reimburse the district for any additional costs incurred in purchasing the equipment on the open market or from another vendor that was above and the quoted proposal price.

The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.

All deliveries/services will be made to: The campus location for assembly and installation.

A packing list or other suitable shipping documents shall accompany each shipment and show a) name and address of vendor, b) name and address of receiving department, c) **district purchase order number** and d) description of items shipped including item numbers, quantity, number of containers, and package number.

The District shall have the right to inspect the goods or performed services at delivery before accepting them.

The District shall not be responsible for any "hidden damage" for a period dating from the

date of delivery until statute of limitations as provided by the Uniform Commercial Code.

14. INSPECTION OF DOCUMENTS

Before submitting a proposal, each vendor shall thoroughly examine the proposal documents and project sites (if applicable) to ensure that the equipment and/or services proposed meet the intent of these specifications.

Each vendor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the vendor. The failure or neglect of vendor to receive or examine any contract document, form, instrument, addendum or document shall in no way relieve vendor from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the proposal documents by a vendor must be acknowledged on the proposal.

The District is not responsible for incomplete proposal packets.

15. WARRANTIES

Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum of ninety (90) days guarantee, whichever is greater, unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for the product. All equipment proposals shall be new unless clearly stated in writing. Vendors should specify all available warranties which will accompany the equipment in the proposal submittal form.

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

If a vendor's proposal is accepted by the District, the vendor 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 vendor 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 the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage or contingent fee.

16. UNIFORM COMMERCIAL CODE

All contracts and agreements between vendors and Hereford Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1995 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Fourteenth Edition, 1995 Official Text.

17. FORFEITURE FOR FAILURE TO EXECUTE CONTRACT

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

18. CONTRACTS FOR PURCHASE

Contracts for purchase will be put into effect by means of a **purchase order(s)** executed by the Business Office after proposals have been awarded, or by means of a written contract and a purchase order(s) in such instances where applicable.

Any additional agreements/contracts to be signed by the District shall be included with the proposal.

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.

19. NON-PERFORMANCE

Continuing non-performance of the vendor in terms of specifications shall be a basis for the termination of the contract proposal. Cancellation by the School District may be made upon thirty (30) calendar days' written notice to the successful vendor. The District shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) Purchase on the open market and charge the vendor the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time, or c) cancel the contract within thirty (30) days written notification.

The District shall have the right to cancel for default all or any part of the undelivered portion of this order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

The Business Office of the District is charged with the responsibility of creating a healthy and competitive atmosphere among a large number of vendors; however, vendors may be removed from the various bid list due to:

Lack of response to proposals.

Non-competitive proposals

Failure to adhere to terms and conditions of proposals

Substituting (without approval) items other than those actually proposed.

Failure to render service normally associated with the sale of goods; i.e. delivery dates, shipment problems, return and replacement of damaged goods, provide (within reason) availability of contact person associated with proposal.

20. INDEMNIFICATION

The contractor will defend, indemnify, save harmless and exempt the District, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, or employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the District, its officers, agents, and employees, or third parties.

**COMPETITIVE SEALED PROPOSAL
26-004 FOR COMMERCIAL KITCHEN EQUIPMENT
SUBMITTAL FORM**

Vendor Name: _____

Date of Proposal: _____

It is understood and agreed that the Hereford Independent School District reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal as so modified, and subsequent thereto.

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

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

PROPOSAL SUBMITTED BY:

COMPANY _____

BY _____

(Please type or print)

SIGNATURE _____ Date: _____

POSITION WITH COMPANY _____

ADDRESS _____

(St. or Box No.)

City

State

Zip

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

Please list references, addresses, names and contact information for which you have performed similar work within the last two years. Include contact names and contact information such as phone numbers, email addresses and other pertinent contact information.

1. _____

2. _____

DEVIATION FORM

All deviations to the Terms and Conditions and Specifications must be noted on this sheet. In the absence of any entry on this Deviation Form, the vendor assures the District of their full compliance with the Terms and Conditions and Specifications.

THIS DEVIATION FORM MUST BE SIGNED BY EACH VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS PROPOSAL.

DEVIATION

COMPANY NAME

AUTHORIZED SIGNATURE

ESCALATION/DE-ESCALATION:

Will proposed price remain unchanged for full term of contract? _____

If answer is no, explain in detail the basis for price increases: _____

_____.

FELONY CONVICTION NOTICE

Senate Bill 1 passed by the State of Texas Legislators, 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 owner or operator of the business entity has been convicted of a felony”. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

I, the undersigned agent for the firm named below, certify that the following, statement signed by me, concerning notification of felony convictions and all information provided therein is complete and true to the best of my knowledge.

VENDOR’S NAME: _____
(Type or print)

AUTHORIZED COMPANY
OFFICIAL’S NAME: _____
(Type or print)

Please complete and sign the appropriate statement below.

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. Signature of
Company Official: _____ Date: _____
- B. My firm is not owned nor operated by anyone who has been convicted of a felony. Signature of Company
Official: _____ Date: _____
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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

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

Signature of Company Official: _____ Date: _____

RESIDENT VENDOR CERTIFICATION

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

As defined by Texas House Bill 602, a “nonresident vendor” means a vendor 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 vendor”:

Signature _____ Date: _____

If you qualify as a “nonresident vendor,” you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

City State Zip

Company Name Address

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

(B) What is the amount or percentage? _____%

I certify that the above information is correct.

Typed or Printed Name Position

Company Name

**HEREFORD INDEPENDENT SCHOOL DISTRICT
BUSINESS OFFICE**

**Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of
the Texas Local Government Code**

Effective January 1, 2006, any person or entity who contracts or seeks to contract with Hereford ISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with Hereford ISD is responsible for complying with any applicable disclosure requirements. Hereford ISD will post the completed questionnaires on its website.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

The Conflict of Interest Questionnaire may be downloaded from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf> (see following page)

Completed forms should be sent to:

Hereford Business Office
Attn. Business Manager
601 N. 25 Mile Avenue
Hereford, Texas 79045

Hereford ISD Local Government Officers

Provided to vendors/contractors for purposes of Form CIQ

Board of Trustees		
Stephanie Woodard	School Board Member	Member
Sara Brummett	School Board Member	Member
Mike Bryant	School Board Member	Member
Susan Cruz	School Board Member	Member
Brandy Murillo	School Board Member	President
Maureen Self	School Board Member	Vice President
Carolyn Waters	School Board Member	Member
Superintendent's Cabinet		
Danielle Bartels	Chief Financial Officer	Central Office
Ralph Carter	Superintendent	Central Office
Bryan Hedrick	Executive Director of Operations and Safety	Central Office
Dana Musgrove	Director of Technology	Central Office
Christopher Norton	Executive Director of Curriculum	Central Office
Christie Volmer	Deputy Superintendent	Central Office
Administration		
Andrea Brown	Director of Special Education	Central Office
	Director of Assessment & Accountability	Central Office
Kara Esquivel	Communication & Media Director	Central Office
Joel Everett	Maintenance Director	Maintenance
Claudia Garcia	Girls Athletic Director	Hereford Junior High
Ramon Garza	Director HCAL, DAEP, Daycare	HCAL
Rebecca Gerhardt	Director Federal Programs	Central Office
Bena Glasscock	Director of Career & Technical Education	CTE
Christy Henson	Director of Fine Arts	HHS
Jennifer Jolly	Director of Curriculum	Central Office
	Boys Athletic Director	Field House
Tessa Stow	Instructional Technology Coordinator	Central Office
Lotte Talley	Transportation Director	Bus Barn
Adam Pena	Communication & Media Coordinator	Central Office
Jana Price	Director of Curriculum	Central Office
Sandra Villarreal	Federal Finance Manager	Central Office
Refugia Alonzo	Principal	Hereford High School
Cassandra Barajas	Assistant Principal	Hereford High School
Aaron Lewis	Assistant Principal	Hereford High School
Lisa Thomason	Assistant Principal	Hereford High School
Violeta Valdez	Assistant Principal	Hereford High School
D'Ann Blair	Principal	Hereford Preparatory Academy
Rachel Gutierrez	Assistant Principal	Hereford Preparatory Academy
Pete Rodriguez	Principal	Hereford Junior High
Freddy Montes	Assistant Principal	Hereford Junior High
Berklee Tidmore	Assistant Principal	Hereford Junior High
Sandra Maldonado	Principal	Aikman
Trina Biggs	Assistant Principal	Aikman

Provided to vendors/contractors for purposes of Form CIQ

[illegible]

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.