



## ROMA INDEPENDENT SCHOOL DISTRICT

608 N. Garcia St., Roma, TX 78584  
Tel: 956-849-1377

### REQUEST FOR PROPOSAL

Roma Independent School District invites you to submit a Proposal for:

Roof Repairs

RISD #21-51 Roof Repairs

Response must be delivered by: March 15, 2022 at 10:00 am CST

Response must be delivered to: Roma Independent School District  
Attn: Pedro O. Alaniz  
Chief Financial Officer  
608 N. Garcia St.  
Roma, TX 78584

Estimated Contract Period: April 1, 2022 to March 31, 2023

Vendors must login to register, view specifications, and submit their response at the following link: <https://risd.ionwave.net>.

For further information, please submit questions via the Ionwave or email to: Jose E. Rodriguez, Operations Director, at [jerodriguez@romaisd.com](mailto:jerodriguez@romaisd.com).

If hand delivering sealed proposals, please include bid number RISD #21-51 Roof Repairs.

The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code 44.031(b).

Roma Independent School District reserves the right to reject any and all proposals and to accept the proposal the District considers most advantageous.

## **PART I: GENERAL INFORMATION**

RISD #21-51 Roof Repairs.

### **PURPOSE:**

Roma ISD is looking for proposals to repair roof leaks at Roma Middle School and RT Barrera Elementary. A walkthrough of the two schools will be required to identify the problematic areas of the building. Proposals are to be submitted addressing the leaking issues that were observed during the walkthrough. Please include in the proposal the proposed services that will be provided and the cost for each of the two projects. Please contact Mr. Jose Edgar Rodriguez to schedule a walkthrough of the buildings.

### **BACKGROUND INFORMATION:**

The District provides a full range of educational services appropriate to grade levels Pre-K through 12. These include regular and enriched academic education, special education for students with disabilities, gifted and talented classes and many individualized programs, such as specialized instruction for at-risk students and those with limited English proficiency. These basic programs are supplemented by a wide variety of offerings in career and technology, fine arts, and athletics. The District encompasses approximately 490 square miles in western Starr County along the U.S. Mexico border. The District has projected enrollment of 5,900 students for the 2021-2022 school year. All campuses are fully accredited by the TEA. The District tailors its instructional programs to enrich and expand student learning and exposure to the tenets of responsible citizenship. District leaders believe this philosophy is instrumental in keeping the completion rate high and the District's number of college-bound students high. The Board constitutes the governing body elected from seven single-member districts and sets the tone for instruction and service to students and patrons with its mission statement and goals.

### **SUBMISSION/SCOPE SPECIFICATIONS:**

Due Date: March 15, 2022 at 10:00 a.m. (CST)

Request for Proposal RISD #21-51  
Project Name: Roof Repairs

Please address proposal to:  
Roma Independent School District  
Attn: Pedro O. Alaniz  
Chief Financial Officer  
608 N. Garcia St. Roma, Texas 78584

Vendors must login to register, view specifications, and submit their response at the following link: <https://risd.ionwave.net>. If hand-delivering sealed proposals please include bid number RISD #21-51 Roof Repairs and submit to 608 N. Garcia St. Roma, Texas 78584.

Roma Independent School District reserves the right to reject any and all proposals and to accept the proposal the District considers most advantageous.

## PART II: BID FORM (only if submitted manually)

Company Name:		
Company Address:		
City:	State:	Zip:
Taxpayer I.D. #:		Website Address:
Telephone:	Fax:	E-mail:
Remit Address if different from above:		
Authorized Representative Name:		
Authorized Representative Signature:		
Discount (if any):		

1. Company's home office location is: \_\_\_\_\_
2. Legal name of company: \_\_\_\_\_
3. Number of years in business: \_\_\_\_\_
4. Do you currently do business with Roma ISD?  Yes  No
5.
  - a. Is your principal place of business located in Texas?  Yes  No
  - b. Does your business employ more than 500 people in Texas?  Yes  No
6. Does your business have ecommerce (online ordering) capabilities?  Yes  No
7. Is your company able to service Roma ISD locations?  Yes  No
8. Do you have experience working with other school districts in Texas?  Yes  No
9. Does your company accept purchase orders?  Yes  No
10. Did you provide a certificate of insurance with your response?  Yes  No
11. Is this company a minority, or woman-owned business enterprise?  Yes  No
12. Is your company a member of a purchasing cooperative (ex., BuyBoard, Omnia, TIPS, Region 1, PACE, Choice Partners, PCA, DIR? If so, please list which ones and the associated contract numbers and expiration date.

COOP Name \_\_\_\_\_ Contract # \_\_\_\_\_ Expiration date: \_\_\_\_\_

### REFERENCES

Please provide three (3) references that have used your company for the supplies requested in this proposal.

Name	Address	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **PART III: SCOPE OF SPECIFICATIONS**

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

Roma ISD is looking for proposals to repair roof leaks at Roma Middle School and RT Barrera Elementary. A walkthrough of the two schools will be required to identify the problematic areas of the building. Proposals are to be submitted addressing the leaking issues that were observed during the walkthrough. Please include in the proposal the proposed services that will be provided and the cost for each of the two projects. Please contact Mr. Jose Edgar Rodriguez to schedule a walkthrough of the buildings.

# PART IV: PRICE SHEET

Service	Hourly Rate	Total Project Cost
Roma Middle School (Roof Repair)		
RT Barrera Elementary (Roof Repair)		

Proposed services (describe and/or attach the services that will be provided).

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

Roma ISD reserves the right to accept or reject bids upon the evidence of, or as determined by Roma ISD Staff, before or after the bid opening, that a bidder is not necessarily qualified by experience or is not in a position to perform the work specified in the time allotted.

Expected time of completion \_\_\_\_\_.

Above price is valid until \_\_\_\_\_.  
(Enter date)

By signing below, you agree to participate in this proposal with Roma ISD and you attest to the terms, representations and certifications listed:

\_\_\_\_\_  
Signature

# PART V: SUBMITTAL CHECKLIST

## REQUEST FOR PROPOSAL (RFP) SUBMITTAL CHECKLIST

To help ensure that you include all the materials necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the “Verified” column indicating that the item is included in your bid proposal packet.

Verified (yes,no)	Description of Item
	Bid Form (Part II) only if submitting manually(included online in the attributes section)
	Pricing Sheet (Part IV)
	Proposal Acknowledgement (Part VII)
Attached Forms	FORMS ATTACHED risd.ionwave.net (Part VIII)
	SB9 Criminal History & Fingerprint Requirements Form
	Form 1295 Texas Ethics Commission (register online)
	SB 252 Form Regarding Terrorist Organizations
	HB 89 Form Regarding Boycotting of Israel
	Felony Conviction Notification Form
	Conflict of Interest CIQ Form
	Affidavit of Non-Collusion
	SB 13 Form Regarding Companies Boycotting Certain Energy Companies
	SB 19 Form Regarding Companies that Discriminate against Firearm and Ammunition Industries
	Certification Form Regarding Debarment and Suspension
	Bidder's Certification
	No Deviation Form
	Edgar Certification Form (Federal contracts)
	W9 Form
	Certificate of Insurance

Verified by: \_\_\_\_\_

Date \_\_\_\_\_

## PART VI: GENERAL TERMS & CONDITIONS

### 1. DETERMINING AWARD/EVALUATION OF PROPOSAL STATEMENT

In conformance with Texas Education Code 44.031 in determining to whom to award a contract, the District will consider:

FACTORS		WEIGHTS
1	Purchase Price	50 points
2	Reputation of the vendor and of the vendor's goods or services.	10 points
3	Quality of the vendor's goods or services.	10 points
4	Extent to which the goods or services meet the District's needs.	10 points
5	Vendor's past relationship with the District.	10 points
6	Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses.	N/A
7	Total long-term cost to the District to acquire the vendor's goods	5 points
8	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's ultimate parent company or majority owner: 1. Has its principal place of business in this state, or 2. Employs at least 500 persons in this state Yes	Yes/No Yes/No
9	Any other relevant factor(s) specifically listed in these specifications: ie.Customer Service	5 points
<b>Total</b>		<b>100 points</b>

Points for pricing services will be calculated as follows:

- a. Lowest price bid will receive the maximum points for price.
- b. All other vendors will be allotted points based on how close they are to the lowest price.
- c. This process will continue until all proposals are scored for price.

Example:      (lowest price/2nd lowest price) X assigned points = points awarded  
                     (lowest price/3rd lowest price) X assigned points = points awarded

If specific criteria are stated in the Bid specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the **DISTRICT**. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

## **2. SUBMISSION, MODIFICATION, AND WITHDRAWAL OF RFP**

### **Submission**

Electronic proposal submission through ionwave is strongly encouraged; however, paper responses in sealed envelopes will also be accepted and may be submitted by U.S. Mail, common carrier or other courier or delivery service, or by hand delivery at the District's Administration Building located at 608 N Garcia St. Roma, TX 78584. If you need assistance with an electronic submittal please contact Edgar Rodriguez at [ierodriguez@romaisd.com](mailto:ierodriguez@romaisd.com) or at (956)849-1377.

RFP's must be signed by an authorized agent of the vendor that has authority to bind the vendors contractually.

RFP's may not be faxed or e-mailed. Roma ISD will not be responsible for proposals or related correspondence that are missent, misdelivered or misplaced. RFP's delivered to the Roma ISD central mail facilities or to Roma ISD locations other than 608 N. Garcia St. Roma, TX 78584, will not be considered received by the Purchasing Office until they arrive at the Administration Building. Roma ISD will not be responsible for delays in delivery resulting from need to transport RFP's from another location or error or delay on the part of the carrier. You are responsible for keeping a copy for your own files.

### **Modification**

No response may be changed, amended, or modified, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. These modifications must be made by written or electronic notice in accordance with original submission terms.

### **Withdrawal/Resubmission**

An RFP may be withdrawn and resubmitted by written notice received by the District's Purchasing Department prior to the exact hour and date specified on the Proposal Statement. An RFP may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the Proposal Statement, but only if the withdrawal is made prior to the exact hour and date set for the receipt of Proposal Statements. Resubmissions may be done in accordance with the original submission terms specified above.

Offer- This bid/proposal is a firm offer which shall be irrevocable and open for acceptance for 60 calendar days from the date set for submission of bids/proposals.

## **3. LATE PROPOSAL STATEMENT**

All RFP's delivered will be stamped with the date and time as proof they were received. For the purposes of this RFP the date and time on the "Atomic Time Stamper" located at the Receptionist Office will be the official time. Proposals received after the deadline will not be accepted for consideration and will be returned unopened.

#### **4. TERMS OF CONTRACT**

Unless otherwise noted, the preferred terms for which Proposal Statements are being requested is for one (1) year with the possibility of extending the contract for a second and third year depending on the District's annual evaluation results. Items are to be ordered on an "as needed basis" over the contract period and prices are to be firm for that period. If applicable, renewed contract price must be provided by the proposer and received by the District at least ninety (90) days prior to renewal date. Any changes or updates should be addressed in writing to the Chief Financial Officer.

#### **5. AWARD DATE**

It is anticipated that a recommendation for this bid will be submitted at the next regularly scheduled Board of Trustees meeting taking into consideration internal timelines for submission.

#### **6. ALL OR SOME PROPOSAL STATEMENTS**

Proposers are required to submit pricing for all services/projects in this proposal. The Request for Proposal shall designate whether Proposer must submit prices in accordance with "All or None" or may submit prices in accordance with "All or Some". If "All or None" the Proposer must submit a proposal for all aspects of the project. If "All or Some" the Proposer may submit a proposal for only certain aspects of the project but is not required to submit proposals for all aspects of the project. The District reserves the right to award to more than one vendor.

#### **7. OPENING OF PROPOSAL STATEMENT**

Proposal Statements will be publicly opened at the Purchasing Department immediately after Proposal Statements are due. Proposals will be opened at the time the bids are due. Only names of the proposers will be read aloud.

#### **8. APPLICABILITY**

These conditions are applicable and form a part of the contract document and are part of the terms and conditions of each purchase order (standard purchase terms and conditions) issued as a result of this Proposal Statement. The selected proposer will receive a Notice of Award. If proposer has their own contract, they are to provide a copy of that contract for evaluation and determination by the District. Any deviations to these general conditions and/or specifications will be conspicuously noted in writing by the Proposer and shall be included with the Proposal Statement.

Roma ISD reserves the right to negotiate all elements, which comprise the respondent's offer, to ensure the best possible consideration and to reject any and all responses. The final funding amount and the provision of the contract will be determined through negotiations between Roma ISD and the successful respondent. Please do not provide any services until you receive an approved purchase order. As per our policy, Roma ISD shall have no obligation to pay for any services provided by you unless a purchase order is properly drawn and issued.

**9. RESPONDENT’S ACCEPTANCE OF EVALUATION METHODOLOGY**

Submission of a Proposal Statement indicates respondent’s acceptance of the evaluation criteria and respondent’s recognition that some subjective judgments must be made by the District during the evaluations.

**10. PROPOSAL OF PROPOSER**

The District may make investigations deemed necessary to determine the Proposals and/ or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder will furnish to the District all such information as the District may request. The District reserves the right to reject any bid if the bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract.

**11. DISQUALIFICATION OF PROPOSER – Reasons that shall disqualify**

Proposers shall be disqualified, and their responses not considered for any of the following reasons:

- Failure to submit Proposal Statement by required date and time
- Failure to submit required documents as specified on Submittal Checklist
- Failure to abide by Non-Collusion Statement as specified below
- Any pertinent information coming to the attention of the District resulting in material legal matters
- Failure to submit prices in accordance with “All or Some”/ “All or None” criteria as specified in #6, above.

**12. DISQUALIFICATION OF PROPOSER - Reasons that may disqualify**

Proposers may be disqualified, and their responses not considered for any of the following reasons:

- Reason for believing collusion exists among bidders.
- Reasonable grounds for believing that any bidders have interest in more than one Proposal Statement or bid wherein there may be a conflict of interest.
- The bidder being interested in any litigation against the Board.
- The bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Failure to demonstrate competency as revealed by any required financial statement, experience or equipment questionnaire, or omission or falsification of required Proposal Statement submittals on this or prior procurements, etc.
- Failure to demonstrate financial ability to fund the projects on an interim basis as revealed by a financial statement, financial records, bank references, etc.
- Current or uncompleted work, which, in the judgment of the District, will prevent or hinder the timely completion of additional work, if awarded.
- Failure to comply with applicable laws relevant to Public Works contracts.

- Other information or circumstances which establish reasonable grounds for belief that the bidder or proposer is not a “responsible bidder” or “responsible proposer.”

### **13. MODIFICATION OR WITHDRAWAL BY SUCCESSFUL PROPOSER**

Modifications or withdrawal of a bid by the successful bidder will be accepted only if the change is in the best interest of the District and executed in writing.

### **14. IDENTICAL PROPOSALS**

In the event of tie bids, the **DISTRICT**, shall select by the casting of lots or award may be made to multiple vendors.

### **15. INSURANCE REQUIREMENTS**

No later than 10 days after contract is awarded, vendors must submit insurance certificate in accordance with the general conditions. Proposer may be disqualified for not providing this required document.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended. The contractor will retain all required certificates of coverage for the duration of the project and for one year thereafter.

**Types of Insurance Coverage**

**Limits of Liability**

- |                                 |   |
|---------------------------------|---|
| 1. Worker’s Compensation        | Statutory   |
| 2. Employer’s Liability         | \$500,000 each accident<br>\$500,000 disease policy limit<br>\$500,000 disease each employee                      |
| 3. Commercial General Liability | \$1,000,000 combined single limit<br>Policy aggregate.<br><br>\$500,000 combined single limit<br>Each occurrence. |
| 4. Business Auto Liability      | \$1,000,000 combined single limit   |
| 5. Product Liability            | \$1,000,000   |

**16. BONDS (PERFORMANCE AND PAYMENT)**

The contractor must provide a certificate of coverage to the District prior to being awarded the contract. Proposer may be disqualified for not providing this required document.

In accordance with Government Code 2253, Public Work Performance and Payment Bonds, a governmental entity that makes a public works contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

- A performance bond if the contract is in excess of \$100,000; and
- A payment bond is required for contracts in excess of \$25,000.00

A bond required by this code must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session 1959 (Article 7.19-1, Vernon’s Texas Insurance Code). A bond executed for a public work contract with the District, must be made payable to and its form must be approved by the District. In accordance with the applicable insurance code, the successful bidder shall submit the required bonds when a contract is made and BEFORE the contractor begins work.

**17. VENDOR BID PROTEST/APPEAL**

The vendors should submit a written protest detailing concerns to the Purchasing Department. If any of the information is omitted or incomplete, the Chief Financial Officer will immediately notify the protester in writing. The missing information must then be submitted to the Chief Financial Officer within two business days, if the protest is to be further considered.

When a protest has been timely filed with the Chief Financial Officer before award, the District will not make an award until the appeals process is concluded. However, if the District determines that the items or equipment are urgently required, and/or delayed delivery will hinder student performance/safety, and/or failure to make prompt award will otherwise cause undue harm to the interest of the District, will grant a full or partial award while the protest is being processed.

Failure to comply with these protest procedures will render protest untimely and/or inadequate and will result in rejection by the District. Compliance with these protest procedures will be a condition precedent to commencement of litigation on the protest issues.

The timelines outlined above may be extended by the District, if needed. Bidders must submit a written request to the District if an extension is desired. The District reserves the right to accept or reject requests for extension of the protest period.

**18. WARRANTY**

Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. The District does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.

**19. EXPRESSED WARRANTIES**

Implies wear of merchantability and implied warranty of fittings for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein will be approximate and will not be nullified, voided or altered in any way by the inclusion of the bidder preprinted forms with this document. The workmanship and material specified in this bid/proposal shall be fully guaranteed for a minimum period of one year from date of delivery and/or acceptance of work, unless otherwise stated in your bid/proposal.

**20. F.O.B DESTINATION**

Bids/Proposal Statements must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by the bidder. No additional charges will be accepted. Possessions of goods will not pass to the District until received at the District's receiving dock and signed as received.

**21. DELIVERY**

Delivery personnel must provide a current, valid company picture identification card when making deliveries to the District. Deliveries required in this Proposal Statement shall be freight prepaid F.O.B. destination and bid price will include all freight and delivery charges. No delivery, no sale.

**22. DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:**

- Right of Award - The District reserves the right to award as is in its best interest and may therefore chose items from different vendors. The District may negotiate with the top three proposers. A written Notice of Award letter will be sent to the awarded vendors(s). The District may either enter into a contract with the vendors(s) or the award letter followed by a purchase order to the successful bidder(s) may result in a binding contract without further action by either party.
- Right to Reject Proposals – The District reserves to reject any and all proposals, waive all irregularities, and to choose the most advantageous price for each item.

- Right to Hold Proposal Statements - The District reserves the right to hold Proposal Statements for 60 days before awarding the contract.
- Right to Increase or Decrease Quantities - The quantities required are substantially correct, but the District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the District. The District also reserves the right to decrease quantities during the period the bid/Proposal Statement is guaranteed to be firm. Items are to be ordered “as needed” over the estimated contract period.
- Right to Extend Awarded Contract - The District and the vendors may mutually agree to extend the contract on a monthly basis, or other agreed upon period, if needed.
- Right to Amend RFP - The District reserves the right to amend the RFP prior to bid opening date. The District may also consider and accept an alternate Proposal Statement as provided herein when most advantageous to District.
- Right of Negotiations – The District reserves the right to conduct discussions and negotiate final scope and price.

**23. LIST PRICE OR DISCOUNT PERCENT**

For list price Proposal Statements, the price shall be fixed for the entire contract period. For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages will be for the contract period specified. If the per-unit price will fluctuate at the quarterly intervals, proposer must disclose the maximum increases being proposed.

**24. ALTERNATE PRODUCTS AND METHODS/SUBSTITUTIONS**

The showing or mentioning in these specifications of certain trade products and methods is done partly for the purpose of establishing a standard of quality. The mentioning of trade names does not imply that the mentioned products are the only ones that will receive approval or consideration. Please submit name of product of each item proposed. Substitutions from the brand(s) proposed will not be accepted unless approved in writing by the Purchasing Director. Samples of possible substitution items may be requested at that time.

**25. SAMPLES**

Samples, when requested, must be furnished at no cost to the District. If not destroyed during examination, they will be returned to the bidder/proposer upon request, at the company's expense. Each sample, when requested, should be clearly marked with the bidder's name and item number on the bid/proposal.

**26. AVAILABILITY OF FUNDS**

All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

**27. SALES TAX EXEMPTION**

The District qualifies for exemption of the Texas limited sales, exercise and use sales tax will not be charged on these purchases.

**28. REBATES/PROMOTION ITEMS**

If a rebate is offered by the manufacturer of a Proposal Statement item(s) after Proposal Statement is awarded, the successful proposers will advise the District and deduct the rebate from the Proposal Statement price. If a special promotion is offered by the vendors, the vendors must clearly disclose the criteria for earning the promotion. All promotions will be coordinated with the Purchasing Department directly.

**29. INSPECTION OF BID ITEM(S)**

The bid item(s) will be inspected upon arrival. All defects will be repaired or replaced at the expense of the successful proposer.

**30. SUBSTITUTIONS**

The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal or greater quality, unless "no substitute or only" is specified in the PROPOSAL. All substitutions must meet or exceed specifications to be acceptable. The make, model, and description of all substitutions

**31. INVOICING**

Invoices must be addressed to the Roma ISD Accounts Payable Dept. at PO Box 187, Roma, TX 78584. Payment on a properly submitted invoice will usually be made within 30 days of receiving the completed order and original invoice. If an invoice is not properly submitted, the District will not be responsible for late and/or finance charges.

**32. TERMINATION BY DISTRICT**

For Cause - The District will have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors will include service performance.

Without Cause - The District, in accordance with this provision, may terminate the performance under this order in whole or in part. Termination hereunder will be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

**33. CERTIFICATION OF PAYMENT**

Payment by the District will be made in accordance with the terms of the contract or purchase order. Once awarded, vendor will not assign payment to other entity. No assignment of payment will be allowed.

**34. UNIFORM COMMERCIAL CODE**

All contracts and agreements between vendors and the District will strictly adhere to the statutes as set forth in the Uniform Commercial Codes as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

**35. PUBLIC WORKS CONTRACTS**

The contractor will comply with all laws, rules, regulations, and ordinances of the State of Texas, the County of Starr, and the City of Roma relating to the employment of

Labor and the performance of public works contract, and the contractor shall comply with all requirements of the Roma Independent School District regulating or applying to the performance of public improvement contracts.

The contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational Proposal) or race, color, religion, national origin, or ancestry. The contractor further agrees that every subcontract entered into for the performance of this agreement will contain a provision requiring non-discrimination in employment herein specified, building upon each subcontractor. Breach of this covenant may be regarded as a material breach of the agreement.

When applicable, the contractor shall procure and maintain during the life of this Workers' Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas, adequately protecting all labor employed by the Contractor during the life of this agreement and shall provide evidence to the Roma Independent School District that such insurance is, in fact, in force. All Certificates of Insurance will be forwarded to the Roma Independent School District.

When applicable, the contractor will comply with OSHA safety rules and any other safety guidelines and standards as required by the Roma Independent School District.

### **36. GENERAL ETHICAL STANDARDS**

Gratuities - It is a breach of ethics to offer, give or agree to give any employee or former employee of a school district, or for any employee or former employee of a school district to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or purchasing standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal Statement therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

Kickbacks - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school District, or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every District's contract and solicitation in accordance with the Texas Education Agency's Financial Accountability System Resource Guide Update 14.0.

### **37. INDEMNIFICATION PROVISION**

To the extent allowed by law, the written contract executed between the successful respondent and District will contain an indemnification provision in which the successful respondent agrees to indemnify and hold the District harmless from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage rising

from or relating to respondent's performance of services or goods made the subject of this bid. The District does not agree to indemnify the successful respondent.

**38. VENUE**

It is understood and agreed by both the successful bidder and the District that venue for any litigation from this contract will lie in Starr County, Texas. The contractor/vendor understands and agrees that the above general bid/proposal specifications are terms and conditions of the contract between the Roma Independent School District and the contractor/vendor. These general bid proposal specifications and terms and conditions shall control and govern in the event of any conflict with any other terms and conditions submitted by the contractor/vendor.

**39. PROPOSAL STATEMENT INTERPRETATION**

No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing, addressed to the Chief Financial Officer, and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "Invitation to Bid", which if issued, shall be emailed to all known prospective bidders and posted on the Roma ISD Purchasing website. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued will become part of the contract document.

**40. RIGHT TO AUDIT CLAUSE**

The District upon written notice will have the right to audit all documents relating to all projects. Records subject to audit will include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendors work for the District and shall be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendors compliance with contract requirements (b) compliance with District Purchasing policies and procedures (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and the Vendors. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

**41. NO ARBITRATION CLAUSE**

To the extent allowed by law, the written contract executed between the successful respondent and Roma Independent School District will contain an indemnification provision in which the successful respondent agrees to indemnify and hold the Roma Independent School District harmless from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage arising from or relating to respondent's performance of service or goods made the subject of this bid. Roma Independent School District does not agree to indemnify the successful respondent. There will be no agreement for binding arbitration in any written contract between Roma Independent School District and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

## **42. DEFINITION**

The words “bids, competitive sealed Proposal Statements, quotes” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, Request for Proposal Statements, quotes, competitive sealed Proposal Statements, etc., to which they are attached.

## **PART VII: PROPOSAL ACKNOWLEDGEMENT**

**The undersigned authorized representative of the bidding company indicated below hereby acknowledges:**

- That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicated below, and
- That he/she has carefully examined this Proposal Statement, the accompanying Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specifications associated with this Proposal Invitation, and
- 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 General Terms and Conditions associated with this Proposal Invitation, unless any exceptions are noted in writing with this response, and
- That if any part of this proposal is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and Conditions associated with this Proposal Invitation, unless any exceptions are noted in writing with this response, and
- That any and all exceptions to the General Terms or Conditions of this Proposal Invitation have been noted in writing in this response and that no other exceptions to the General Terms or Conditions will be claimed.

### **RETURN THIS DOCUMENT IN SEALED BID PACKAGE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

## **PART VIII: REQUIRED FORMS (Attached at <https://risd.ionwave.net>)**

### **1. CRIMINAL HISTORY AND FINGERPRINTING REQUIREMENTS**

A vendor who has or will have (or subcontracts with an individual(s) who has or will have) direct contact with students are required to provide criminal background checks for all such individuals. Vendors are required to provide certification that a criminal background check has been performed for those employees and are responsible for the cost of the criminal background check. School contractors hired 1/1/2008 or after who meet the following criteria, must be fingerprinted:

- a. A contractor (entity or individual) that provides services to a school district and has direct contact with students, must be fingerprinted before beginning work.
- b. The contractor shall certify to the school district that it is compliance with the fingerprinting laws. The school district may review the background check results for contracted employees in the DPS FACT Clearinghouse as provided by Section 411.0845, of the Government Code.
- c. Additionally, a subcontractor must certify to the school district and to the contracting entity that the subcontractor has fingerprinted all individuals providing services to the district under the terms of the contract.
- d. The school district may request additional information from a contractor in order to verify that the fingerprinting has been completed.

### **2. 1295 TEXAS ETHICS COMMISSION**

New disclosure requirements were written into the law during the 2015 legislative session. The new law is codified at Texas Government Code § 2252.908, which was enacted by H.B. 1295, and requires, as of January 1, 2016, that vendors file a disclosure form electronically with the Texas Ethics Commission identifying the vendor's interested parties to certain contracts with Texas school districts. When applicable, the process must be completed prior to contract execution or purchase order issuance.

Please register and complete the form for our transaction on the Texas Ethics Commission's website. Once completed, you will need to print it out and submit it to the District. Company must complete form using the number of the RFP, which pertains to the project your company is submitting. The District's identification number for this contract is RISD #21-51

Roma Independent School District is identified as an "OTHER GOVERNMENTAL ENTITY", not a state agency. Instructional videos and an FAQ about how to register and file a report is [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

### **3. CERTIFICATION REGARDING TERRORIST ORGANIZATIONS (SB252)**

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.

**4. CERTIFICATION REGARDING BOYCOTTING OF ISRAEL (HB89)**

Vendor 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.

**5. FELONY CONVICTION NOTIFICATION**

A person or business entity that enters into a contract with the District shall notify the District if the person or an owner or operator of the business entity has been convicted of a felony. Such notice will include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract.

Vendors will complete and submit the "Felony Conviction Notification" included with this packet in the Required Forms.

**6. CONFLICT OF INTEREST**

No member or spouse of the board, president, superintendent, business manager or any other person holding any position or employment under said board, will be directly or indirectly interested in an purchase, sale, business, work or contract, the expense, price or consideration of which is paid from school funds of said District, nor shall any such officer or employee purchase any warrants or claims against said board of District, or any interest herein, or become surety for any person or persons having a contract or any kind of business with said board, for the performance of which security may be required. Anyone violating this provision will be removed from office or be discharged from services by the majority of the board. No member of said board will vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member shall disclose such interest and refrain from voting. All interested parties shall comply with Board Policy BBFA (LEGAL).

[http://pol.tasb.org/Policy/download/1208?filename=BBFA\(LEGAL\).pdf](http://pol.tasb.org/Policy/download/1208?filename=BBFA(LEGAL).pdf).

Conflict of Interest Disclosures are found in the Vendor packet. Please refer to The Texas Ethics Commission website at <http://www.ethics.state.tx.us/> for more information.

Additionally, an employee interested in responding to this Proposal Statement shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District, Board Policy DBD (LOCAL).

Nothing herein shall be construed as creating the relationship of employer or employee between the Roma Independent School District and the contractor/vendor or between the Roma Independent School District and the

contractor's/vendor's employees. The contractor/vendor is an independent contractor, and nothing contained herein shall constitute or designate the contractor/vendor or any of his employees as employees of the Roma Independent School District.

**7. NON-COLLUSION STATEMENT**

The proposer affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal Statement in collusion with any other Proposer, and that the contents of this Proposal Statement as to prices, terms or conditions of said Proposal Statement have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal Statement. The proposer also affirms that they have not given, offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this Proposal Statement, proposer (or any representative of proposer's company) will not discuss the contents of this Proposal Statement with any person affiliated with District, other than the Chief Financial Officer or its Designee, prior to the awarding of this bid/Proposal Statement. Failure to observe this procedure will cause the Proposal Statement to be rejected.

**8. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES (SB 13)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**9. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES (SB 19)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**10. DEBARMENT FORM**

Per Title 34, Code of Federal Regulations, 80.35, "Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order

12549, "Debarment and Suspension

**11. BIDDERS CERTIFICATION FORM**

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

1. "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
2. "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

**12. NO DEVIATION FORM**

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

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

**13. (EDGAR) FEDERAL CERTIFICATION FORM**

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount. Please submit the attached form.

**14. W-9 FORM**