



## ROMA INDEPENDENT SCHOOL DISTRICT

608 N. Garcia St., Roma, TX 78584

Tel: 956-849-1377

### REQUEST FOR PROPOSAL

For

Charter Bus Services

#### RISD #21-54 Charter Bus Services

Response must be delivered by: March 22, 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  
With the option to renew for a  
second and third year

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

Proposals received after the date and time stated above will not be considered.

Questions regarding this RFP must be submitted via the ionwave system online no later than five (5) days prior to the submittal deadline date. All questions and answers will be posted online at <https://risd.ionwave.net>

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.

# TABLE OF CONTENTS

---

- 1.0 General Information
- 2.0 Instructions to Vendors
- 3.0 Contract Terms and Conditions
- 4.0 Evaluation and Award of Proposal(s)
- 5.0 Scope of Proposal
- 6.0 Specifications
- 7.0 Pricing/Delivery Information
- 8.0 Certification & Other Forms Required available online at [risd.ionwave.net](http://risd.ionwave.net)  
(as attachments and in the attributes section)
- 9.0 Proposal Acknowledgment
- 10.0 Submittal Checklist

# SECTION 1.0: GENERAL INFORMATION

## RISD #21-54 Charter Bus Services

### 1.1 PURPOSE

Roma ISD is looking for Charter Bus Services to transport our students on an as needed basis to out of district events and/or competitions.

### 1.2. 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.

### 1.3 TIME TABLE:

Roma ISD anticipated following the time table listed below for this RFP. The table below is only an estimate and may vary.

RFP – Advertised 1 <sup>st</sup> run	March 2, 2022
RFP – Advertised 2 <sup>nd</sup> run	March 9, 2022
Proposals Due	March 22, 2022 @ 10:00 a.m. CST
Projected Award Date	March 31, 2022

## **SECTION 2.0: INSTRUCTIONS TO VENDORS**

To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this RFP. Vendors must follow the format instructions detailed below in preparing and submitting their proposals.

### **2.1 REQUIRED FORMAT**

Vendor shall submit proposals online in the Roma ISD Purchasing Ionwave system. The Vendor is responsible for ensuring that Roma ISD has the appropriate company name, authorized representatives and contact information on file for the purpose of receiving notices, changes, addenda or other critical information. If you need assistance with an electronic submittal please contact Edgar Rodriguez at [jerodriguez@romaisd.com](mailto:jerodriguez@romaisd.com) or at (956)849-1377.

### **2.2 RESPONSE ATTACHMENTS**

Please make sure that all Response Attachment Forms are included/uploaded in the system. Failure to include/upload these items may result in non-award.

### **2.3 SUBMISSION OF PROPOSALS**

Roma ISD will only accept bids and proposals submitted online. Faxed or electronically submitted proposals will not be accepted. Deviations from any terms, conditions and/or specifications shall be noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 60 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. Copyrighted proposals are unacceptable and may be disqualified.

Please make sure that all Response Attachment Forms are included/uploaded in the system.

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 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.

### **2.4 PROPOSAL RESPONSE LOCATION**

Proposals shall be received no later than the submittal day and time deadline in the Roma ISD Ionwave System.

## **2.5 ROMA ISD RESERVATIONS:**

- Right of Award - The District reserves the right to award as is in its best interest and may therefore choose 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.

## **2.6 FINANCIAL RESPONSIBILITY**

Roma ISD assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

## **2.7 COMPLIANCE WITH SPECIFICATIONS AND CONTRACT**

Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by governmental entities, school districts, and other public, not-for-profit agencies and organizations. Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors are required to respond to all requests identified in this RFP. If there are any objections to the terms of the RFP and the Contract terms in Section 3 Terms and Conditions. Please note it.

below each respective terms and conditions. Any exceptions to the terms and conditions in the RFP or the Contract must be clearly indicated in the Vendor's submitted proposal.

Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Contract.

## **SECTION 3.0: CONTRACT TERMS AND CONDITIONS**

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this RFP and are part of the terms and conditions of each Purchase Order or proposal forms issued in connection with this RFP. Vendors are responsible for identifying any exceptions to these terms and conditions. Any exceptions must be noted directly below each of the respective terms and conditions, please highlight all the exceptions and upload into the response attachments. Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by Roma ISD and eliminated from further consideration qualify.

### **3.1 TERMS OF CONTRACT, RENEWAL 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.

### **3.2 TERMINATION OF CONTRACT**

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of Roma ISD and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by Roma ISD and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and Roma ISD, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the RFP by Vendor, Roma ISD reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of Roma ISD. Roma ISD further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the RFP. Roma ISD also reserves the right to terminate the Contract immediately, with written notice to Vendor, if Roma ISD believes, in its sole discretion that it is in the

best interest of the District to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between Roma ISD and Vendor. Upon the expiration of the Contract's term, Roma ISD may issue a new RFP for the goods or services procured under the previous contract.

Vendor agrees that Roma ISD shall not be liable for damages in the event that Roma ISD declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor

### **3.3 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.

### **3.4 COMPLIANCE WITH LAWS**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations.

### **3.5 CONFIDENTIALITY**

Vendor and Roma ISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and Roma ISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that Roma ISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability Roma ISD, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, or Roma ISD and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

### **3.6 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<br>limit Each occurrence. |
| 4. Business Auto Liability      | \$1,000,000 combined single limit   |
| 5. Product Liability            | \$1,000,000   |

**3.7 PERFORMANCE AND PAYMENT BONDS**

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.

### **3.8 TITLE AND RISK OF LOSS**

Whenever Roma ISD is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of Roma ISD's acceptance of the product or payment of the applicable invoice.

### **3.9 WARRANTY CONDITIONS**

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of Roma ISD's acceptance of the product and/or service or payment of the applicable invoice.

Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the RFP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the RFP, or Purchase Order.

### **3.10 EXPRESSED WARRANTIES**

Implied 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.

### **3.11 ASSIGNMENT OF CONTRACT**

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of Roma ISD. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of Roma ISD.

### **3.12 NOTIFICATION OF MATERIAL CHANGE**

Vendor is required to notify Roma ISD when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

### **3.13 PERFORMANCE**

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

### **3.14 SUBCONTRACTORS**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to Roma ISD for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Roma ISD and any such subcontractor, nor shall it create any obligation on the part of Roma ISD to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

### **3.15 NON-APPROPRIATION**

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts.

Notwithstanding any other provision of this Contract or obligation imposed on Roma ISD by this Contract, Roma ISD shall have the right to terminate this Contract, any Supplemental Contract, or Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of Roma ISD if it is determined the District, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, and/or any Purchase Order are commitments of the current revenue of Roma ISD.

### **3.16 ORDERING PROCEDURES**

Purchase Orders are issued by Roma ISD to the Vendor according to this Contract and any Supplemental Contract.

### **3.17 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.

### **3.18 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.

### **3.19 PRICING CHANGES**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services

### **3.20 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.

### **3.21 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.

### **3.22 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.

### **3.23 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.

### **3.24 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.

### **3.25 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.

### **3.26 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

### **3.27 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.

### **3.28 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.

### **3.29 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.

### **3.30 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.

### **3.31 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.

### **3.32 RIGHT TO REVIEW, AUDIT AND INSPECT**

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.

### **3.33 RECORDS RETENTION**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to Roma ISD under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by Roma ISD for a period of not less than three (3) years from the date of completion of the service(s), receipt of product(s), the date of the receipt by Roma ISD of Vendor's final invoice or claim for payment in connection with this Contract, or the date Roma ISD makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by Roma ISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

### **3.34 MULTIPLE CONTRACT AWARDS; NON-EXCLUSIVITY**

Roma ISD reserves the right to award multiple contracts under the RFP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of Roma ISD. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to Roma ISD. During the Term of this Contract, Roma ISD reserve the

right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

### **3.35 NEW PRODUCTS**

New products that meet the specifications detailed in the RFP may be added to this Contract, with prior written approval from Roma ISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the RFP. No products may be added to avoid competitive procurement procedures. Roma ISD may reject any proposed additions, without cause, in its sole discretion.

### **3.36 SAFETY**

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by Roma ISD, and by the Occupational Safety and Health Administration (“OSHA”). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by Roma ISD. Vendor shall indemnify and hold Roma ISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor’s obligations under this provision.

### **3.37 EQUAL OPPORTUNITY**

It is the policy of Roma ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, 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 qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

### **3.38 SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

### **3.39 NO ARBITRATION CLAUSE**

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.

### **3.40 ENTIRE AGREEMENT**

The Contract, the RFP, Vendor's proposal submitted in response to the RFP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the RFP or Vendor's proposal submitted in response to the RFP, this Contract shall control. In the event of a conflict between the RFP and Vendor's proposal submitted in response to the RFP, the RFP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and Roma ISD may be established to further detail the terms and conditions of the District's specific project. In the event of a conflict between this Contract and the Supplemental Contract, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

### **3.41 DEFINITIONS**

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.

## **SECTION 4.0: EVALUATION AND AWARD**

### **4.1 AWARD OF CONTRACT**

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by Roma ISD to be the best value. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

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

#### **4.3 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.

#### **4.4 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.

#### **4.5 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.

#### **4.6 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.

#### **4.7 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 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.

#### **4.8 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.”

#### **4.9 INTERPRETATION**

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

#### **4.10 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.

#### **4.11 APPEAL/PROTEST PROCESS**

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.

#### 4.12 EVALUATION OF PROPOSALS

A committee of Roma ISD employees will review and evaluate proposals and make a recommendation to the Board of Trustees. Roma ISD will base a recommendation for contract awards 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/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:

Lowest price bid will receive the maximum points for price.

All other vendors will be allotted points based on how close they are to the lowest price. This process will continue until all proposals are scored for price.

Example:  $(\text{lowest price} / \text{2nd lowest price}) \times \text{assigned points} = \text{points awarded}$   
 $(\text{lowest price} / \text{3rd lowest price}) \times \text{assigned points} = \text{points awarded}$

If specific criteria are stated in the Proposal 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.

## SECTION 5.0: SCOPE OF PROPOSAL

- 5.1 It is the intention of Roma ISD to establish one or more contracts for Charter Bus Services.
- 5.2 Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by governmental entities and school districts. Vendors are encouraged to offer any applicable terms and conditions should be included for any additional product or service.

Awards will be made to the successful Vendor(s) for the total line of products and services submitted. Proposals can be made for any or all services and products described herein. The terms and conditions listed below apply to all categories and lots within the Charter Bus Services. Each category and lot contains additional terms, conditions, and specifications. If there is a conflict between category or lot terms and conditions and those listed below, the category or lot terms and conditions shall take precedence.

Vendor is required to ensure that the Purchase Order includes the following, as applicable:

The date for commencing services and/or delivery of products (“work”). Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor’s control must be reported to Roma ISD’s authorized representative immediately.

Compensation for received products, terms of progress payments, and a schedule of payments. Roma ISD retains the right to extend the schedule of work/delivery time or to suspend the work and to direct the Vendor to resume work when appropriate.

The Vendor shall perform the scope of work within the project completion time and for the fixed price of the Purchase Order.

No work shall be performed until a written Purchase Order has been signed. Any work performed under a Purchase Order before it is approved is at the Vendor's risk.

The Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by the Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled.

Roma ISD also reserves the right not to issue a Purchase Order if in its best interest.

## **SECTION 6.0: SPECIFICATIONS**

- 6.1 It is the intention of Roma ISD to establish one or more contract(s) with highly qualified national Vendor(s) for Charter Bus Services to include Ground Transportation and Charter Bus Services for group travel events for Roma ISD on an as-needed basis. Vendor(s) shall, at the request of Roma ISD provide these products and/or covered services under the terms of this RFP and the Contract set forth in Section 3.0 Contract Terms and Conditions. Vendor shall assist Roma ISD with making a determination of its individual needs, as stated below. Please respond according to the services provided by your company. Pricing requested will be a discount off your customary service fees plus market basket pricing on some sample trips.

### **CHARTER BUS SERVICES**

Vendor's buses shall meet all Federal Motor Vehicle Safety Standards, DOT & TxDOT regulations & safety requirements. All buses shall be approved and appropriately certified prior to the beginning of the contract and shall at all times during the contract period comply in all respects with the applicable provisions of any and all public law enforcement and regulations agencies.

Carrier will be able to supply proof of driver background check (performed & paid by vendor) on file and available upon request; Drivers shall be able to drive in inclement weather (rain, ice, etc.); Drivers shall be able to drive in heavily congested city traffic.

Drivers shall possess a valid Commercial Driver's license, per state of operation, as defined by the U.S. Department of Transportation with a passenger endorsement, valid medical certificate and no history of habitual or severe traffic violations. No Driver/Operator with the following background(s) shall operate or be on vehicle while transporting, loading, or unloading students or employees, including but not limited to:

- Anyone convicted of a felony
- Anyone convicted of a sexually related crime
- Anyone under the influence
- Anyone convicted of a DWI

Any company sublet by the supplier must follow all of the above guidelines, rules, laws and regulations.

For educational entities, under no circumstances will a student be transported in a (15) passenger van. All vehicles used for transporting students must meet current Federal Motor Vehicle Safety Standards (FMVSS).

The carrier will be financially responsible for all costs incurred for towing of vehicle & repair of vehicle, including both parts & labor.

## **SECTION 7.0: PRICING/DELIVERY INFORMATION**

### **7.1 PRICING**

Vendors must provide pricing in the Roma ISD ionwave system including any additional pricing examples and pricing discount schedules. Roma ISD may request the Vendor to provide discounts or other adjustments, on a per-Purchase Order basis. Catalog/price lists must be included in the Vendor's proposal.

### **7.2 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.

### **7.3 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.

### **7.4 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.

## **SECTION 8.0: CERTIFICATIONS & OTHER FORMS REQUIRED (Attached at <https://risd.ionwave.net>) Attachments & Attributes Section**

Please Attributes and Attached forms in Ionwave. These attributes act as the required response forms and the purpose they fulfill are:

## 8.1 CONTRACTOR CERTIFICATION FOR CONTRACTOR EMPLOYEES

Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. This form certifies that the vendors submitting will perform the required background check according to state law.

## 8.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Requirements to complete and include this form went into effect December 24, 2015, as a result of the passage of [House Bill 1295](#). This form is required of Interested Parties who enter into qualifying contracts defined in HB1295. Failure to file this form with the Texas Ethics Commission will disqualify any qualifying contract and cause the District to dismiss any bid or proposal. Qualifying contracts are defined as: (1) requires an action or vote by the governing body of the entity or agency (school district) before the contract may be signed; or (2) has a value of at least \$1 million. Purchase Orders, when issued as delivery orders in conjunction with an awarded bid or proposal, are considered contracts and qualify for disclosure under this requirement. **Any bid or proposal awarded by the Roma ISD Board of Trustees will require the interested party to complete this filing online before purchases will be made under the awarded agreement, whether or not a separate contract document is executed.** A sample Form 1295 is included to make prospective vendors aware of this requirement. Complete instructions and important information can be located at the following link [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

## 8.3 CERTIFICATION REGARDING BOYCOTTING OF ISRAEL (HB89)

This form contains a requirement for vendors competing on government contracts to declare that, at the time of they are seeking to contract with a government entity they 1) do not boycott Israel, and 2) they will not boycott Israel during the term of the contract with the government entity. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.* This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89. (pursuant to Texas Government Code §2270 and §808.001).

## 8.4 FELONY CONVICTION NOTIFICATION

Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a felony. NOTE: Conviction of a felony does not necessarily disqualify a vendor from receiving a Contract, but are examined on a

case by case basis

## **8.5 CONFLICT OF INTEREST**

This form is required in conjunction with House Bill 914, which went into law September 1, 2005, and became effective January 1, 2006. This is a three-page form, the first of which is a **Notice to Vendors** and the remaining two pages are the Conflict of Interest Questionnaire. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code.

Vendors are required to complete this and include in their response, if applicable. If no conflict exists, vendors are required to complete and include the NOTICE OF NO CONFLICT OF INTEREST STATEMENT, included as the last page of this section.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case by case basis.

## **8.6 AFFIDAVIT OF AUTHORITY AND NON-COLLUSION STATEMENT**

The individual presenting the offer to Roma ISD is authorized to represent the firm making the offer and that the firm will enter into any resulting agreement. It further affirms, under sworn statement, that the proposal was not prepared in collusion with any competing vendor nor were price fixing and pre-arranged agreements made prior to or during the administration of this process.

## **8.7 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES**

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section 2, Subtitle F, Title 10, as amended by adding Chapter 2274, (TX SB13 | 2021-2022 | 87th Legislature), if Contractor is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement. Effective September 1, 2021.

## **8.8 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

Pursuant to Texas Government Code, Chapter 2274, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries during the term of this Agreement.

## **8.9 ABORTION NON-AFFILIATION VERIFICATION**

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

## **8.10 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES WITH CRITICAL INFRASTRUCTURE**

The District is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the District for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or its directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia or a designated country.

## **8.11 DEBARMENT OR SUSPENSION CERTIFICATE FORM**

This form is required by regulations implementing Executive Order 12549, requiring vendors competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that vendor has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tiered covered transaction. Instructions on determining this information is included in the form. Vendors competing for contracts that are fully or partially funded with Federal Funds are required to disclose Lobbying Activities in conjunction with the pursuit of business. This form is provided for Vendors to disclose any Lobbying Activity identified in the instructions provided with this form.

## **8.12 RESIDENT 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.

### **8.13 NO DEVIATION FORM**

This form is a to certify that the proposal complies with all specifications and/or scope of work contained in the solicitation document, unless listed in the Exceptions section on this form, which is provided for the express purposes of identifying exceptions being taken from the specifications and/or scope of work.

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 document.

### **8.14 (EDGAR) FEDERAL CERTIFICATION FORMS**

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.

### **8.15 W-9 FORM**

This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. This form must be completed and returned for a proposal or bid to be considered

### **8.17 CERTIFICATE OF INSURANCE :**

This form is used for vendors to include as confirmation of their agreement to provide insurance in the required coverage.

## SECTION 9.0: 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

### This Section to be Completed by Roma ISD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Term of Contract

## Section 10.0: 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.

DOCUMENTS TO BE UPLOADED at [risd.ionwave.net](http://risd.ionwave.net) or answered in the attributes section

Verified (yes,no)	Description of Item
	Pricing Sheets (uploaded to ionwave)
	Upload Bid Packet including signed Proposal Acknowledgement Section 9.0
Attached Forms	FORMS ATTACHED <a href="http://risd.ionwave.net">risd.ionwave.net</a> Section 8.0
	Form 1295 Texas Ethics Commission (register online)
	Conflict of Interest CIQ Form
	W9 Form
	Confidentiality Declaration Form
	Certificate of Insurance

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

\_\_\_\_\_  
Date