



MATHIS INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR PROPOSALS RFP#2425-01  
For  
Armed Security Guard Services.

Mailing Address:

Mathis ISD  
P.O. Box 1179  
Mathis, TX 78368

Physical Address:

Mathis ISD  
Business Office  
602 E. San Patricio Ave.  
Mathis, TX 78368

Bid Issue Date: August 29, 2024

Due Date: September 9, 2024

Due Time: 10:00 a.m. (Central Time)

\*Failure to plainly identify your submission as a "SEALED RFP" on the outside of the return envelope may result in premature opening of the envelope and bid.

## TABLE OF CONTENTS

- I. Request for Proposal Notice
- II. Specifications
- III. Required Forms
- IV. General Terms and Conditions
- V. Proposal Response Documents
  - A. Proposal Response Form
  - B. Questionnaire
  - C. References
  - D. House Bill 89 Verification
  - E. Senate Bill 252 Certification
  - F. Felony Conviction Notice
  - G. Criminal History Record
  - H. Debarment or Suspension Form
  - I. Non-Collusion Certificate
  - J. House Bill 1295
  - K. Conflict of Interest

**I. REQUEST FOR PROPOSAL RFP#2425-01**

**NOTICE**

FOR

Armed Security Guard Services  
Mathis Independent School District  
P.O. Box 1179  
Mathis, TX 78368

**Introduction**

Mathis Independent School District is seeking qualified vendors to provide Armed Security Guards at 4 campuses for the 2024 and 2025 school year.

**Questions**

Questions regarding this proposal request, or the services requested, will be accepted in e-mail form only on or before 3:00 p.m. September 4, 2024. Questions will be addressed to [vcasas@mathisd.org](mailto:vcasas@mathisd.org).

Responses to all questions submitted will be communicated by a posted Addendum to the following MISD purchasing web page by 2:00 PM on September 6, 2024.

**Proposal Submission**

An original signed proposal with all required documents must be submitted in a sealed envelope and packet marked "MISD Armed Guard Proposal RFP#2425-01. Proposals must arrive prior to 10:00 a.m. on September 9, 2024. Emailed or fax proposals are not acceptable.

The proposals must be delivered by mail, express mail, or in person to:

Mathis Independent School District  
Attn: Business Department – Vanessa Casas  
410 E. San Patricio  
Mathis, TX 78368

This request for proposal is posted on our website at: [Mathisd.org](http://Mathisd.org) under Request for Bids/Proposals as RFP Armed Security Services. Tentative Time Table: August 29 - September 9, 2024

<b>Activity</b>	<b>Date</b>
Posted/Published Proposal	August 29, 2024
Questions Deadline	September 4, 2024
Deadline for Proposals	September 9, 2024
District Board Award of Contract	September 16, 2024

*The table above is only an estimate and may vary.*

Proposals received will become part of the District's official files without further obligation to the proposer. The District reserves the right to: accept or reject any and all proposals, request additional information from proposers, extend the deadline for submission, reissue the Requests for Proposals, waive any defect, irregularity, for informality in any proposal or bidding procedure, retain negotiation, right to clarify, or verify any aspect of a submitted proposal in response to the RFP, negotiate a resulting non-exclusive contract for services with one or more of the qualified proposers responding to this RFP, and require the submission of any price, technical, or other revision to the proposal which results from negotiations conducted.

The District is under no legal obligation to execute a contract resulting from this RFP and intends the information provided only as a means of identifying and considering various contractor alternatives and the general cost of services derived. The District reserves the right to vary the provisions set forth herein any time prior to the execution of a contract. The District does not commit to pay for any costs incurred prior to the execution of the contract.

The District reserves the right to negotiate the final terms of any and all contracts with successful proposers. Contracts negotiated as a result of this RFP may be extended, modified, or de-obligated in the manner set forth in the contract in order to attain the objective objectives of the District. The contract shall be a non-exclusive contract for an initial term of one year which may be extended upon mutual written agreement of the parties and Board approval prior to expiration of the initial term. Mathis ISD reserves the right to not renew the contract at the end of the fiscal year. Only proposals submitted according to format requirements will be considered.

Vendors certify the following:

1. Continuing non-performance of the services by the contractor in accordance with the specification and requirements the district, or applicable requirements of state or federal laws and regulations relating to such services, shall be a basis for the termination of the contract by the school district. Cancellation by Mathis ISD may be made upon 30 days written notice to the successful contractor. Mathis ISD shall not pay for services which are unsatisfactory. Contractor shall be given a reasonable opportunity before termination to correct the deficiencies. This, however; shall not be construed as negating the basis for termination for non-performance.
2. The proposal award shall be based on the following factors: **Evaluation Process**  
The District will use the following criteria to evaluate and award the contract:

- |    |   |           |
|----|---|-----------|
| 1. | Price                                   | 50 Points |
| 2. | The reputation of the vendor and of the | 10 points |

contractor's goods and services.

3. The quality of the contractor's goods or services. 10 points
4. The extent to which the goods or services meet district needs 10 points
5. The contractor's past relationship with the District or other entities that have used the contractor's services. 5 points
6. For a contract for goods and services other than goods and services related to telecommunications and information services building construction, and maintenance or instructional materials whether the vendor or the vendors ultimate parent company or majority owner has its principal place of business in this state. 5 points
7. Any other relevant factor specifically listed in the request for proposal.
  - (a) Hiring practices - 5 points
  - (b) Staff tracking and reporting methods - 5points. 10 points.

3. Proposals that do not meet the specifications and submittal requirements of the RFP may be rejected as non-conforming to the RFP specifications.
4. Mathis ISD reserves the right to modify conditions and specifications by mutual agreement with the selected contractor both at the time of acceptance of this proposal as modified, and subsequent thereto by 25 % or less of the total value of the award.
5. Contracts between a contractor and Mathis ISD shall adhere to the laws set forth in the Texas school law bulletin and other applicable laws and regulations.
6. Proposals will be opened and evaluated after the proposal submittal deadline with follow up on references, proposal tabulation, and negotiation of final contract terms with selected contractors.
7. During the performance of this contract the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or disability.
8. All contracts between contractors and Mathis ISD shall strictly adhere to applicable laws.

## II. Specifications

The selected Armed Security Guard Service (the Contractor) will be expected to adhere to the following minimum standards which remain subject to change prior to the execution of an agreement between the district and the selected Contractor.

### **Hiring Standards and Policies**

The District requires that Contractor's security officers meet or exceed the minimum standards set forth before assignment to the premises:

### **Minimum Hiring Standards**

US citizenship or valid US work permit.

Twenty-one (21) years of age

Free of criminal record

Valid drivers license or valid state identification card

Successfully passed A5 panel drug screen

Successfully passed a national background check required by the Texas Education Agency to work in Texas public schools

High School graduate or equivalent thereof

Completed all required training courses as mandated in state and locality of employment

Meet state licensing requirements within 60 days of placement

Speak, read, write, and understand the English language clearly

Comprehend oral and written orders, procedures, and materials

Compose written reports convey complete information utilizing correct sentence

Physically able to accomplish various tasks that must be performed, including quickly ascending and descending multiple flights of stairs and lifting weight in excess of approximately 40 lbs.

Well-developed level of maturity necessary for professional interaction.

Capacity to hear ordinary conversations at 15 feet with either ear with or without the benefit of a hearing aid.

Neat, clean, and well groomed appearance while providing services.

### **Screening**

Prior to commencing any work under the Agreement, if Contractor contracts with Mathis ISD to provide security services, Contractor must certify, on the form provided herein, that for each covered employee of Contractor who will have direct contact with students, Contractor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Contractor employed before January 1, 2008; and (b) national criminal history record information for each employee of Contractor employed

on or after January 1, 2008. Contractor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at Mathis ISD; Contractor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Contractor contracts with Mathis ISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

### **Policy: Drug, Alcohol, and Other Contraband**

The use, possession, or transfer of illegal drugs, controlled substances (including medications without valid prescription), simulated (look alike) drugs, drug paraphernalia, alcohol and explosives, on Owners premises is strictly forbidden at all times period contractor will be required to comply with and enforce this policy, with respect to contractors employees as part of employment.

Contractor must have a written policy pertaining to the use or possession of drugs, alcohol, and other contraband items in a form and content acceptable to the District, and ensure that copies of said policy are provided to all security officers.

Contractor shall always maintain a comprehensive drug and alcohol-testing program during the term of this contract. The procedures for such programs, including any related policies, should be provided by the contractor as part of the proposal submission.

The District shall reserve the right to conduct reasonable searches of security officers including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.

Contractor will be solely responsible for ensuring that employees assigned to the buildings have been informed of and understand this policy and shall monitor compliance with said policy as provided above.

Contractor shall conduct a drug urinalysis test on personnel prior to assignment to the District. Results of such testing will be provided to the District. Personnel who return a positive test on a drug screening will not be assigned to the District.

When appropriate, the District may request a blood/ urine analysis tests be conducted on a security officer when one or more of the following conditions exists:

A violation of policy is witnessed.

There is reasonable cause to believe a contractor employee is, or maybe, under the influence of drugs or alcohol.

Extenuating or emergency circumstances require an immediate test.

A delay in testing may result in the loss of evidence.

In the event of an accident involving personal injury and/or property damage.

Security officers found in violation of this policy will be immediately relieved of duty. The Contractor and the local authorities will be notified.

## **Staffing**

### **Staffing Requirements**

Contractor will provide one (1) Armed Officer at each of the following Mathis ISD campuses:

Mathis ISD Elementary – 315 S Duval St. Mathis, TX 78368

Mathis ISD Intermediate/ Learning Center – 550 E. San Patricio Ave. Mathis, TX 78368

Mathis ISD Middle School – 1627 E San Patricio Ave. Mathis, TX 78368

Mathis ISD High School - 1615 E San Patricio Ave. Mathis, TX 78368

Coverage will be for the 2024-2025 school year. A total of 149 days of coverage at 8 hours a day with a 30-minute lunch. Lunch scheduled during non-peak traffic time.

Ensure security personnel maintain compliance (i.e. training, licensing licenses, etc.)

Facilitate effective communication with principals and other security personnel not employed by the Contractor.

All Contractor employees at each campus shall report to duty at the start of the posted school hours. The lunch break shall be unpaid and shall be scheduled outside of student lunch times period the duty days shall be determined by the annual school calendar forecasted at 167 days, however this agreement will start after the beginning of school for the duration of 149 days. The report start and stop time may be adjusted at the school district's request.

By mutual agreement, the Contractor may provide additional security guards at other buildings in the District at some future date within the contract extension term.

Contractor shall be required, at the District's request, to provide uniformed security guards for after hours school activities according to the rates provided in the Proposal Response Form.



The District will not be required to pay for cost incurred by Contractor when security guard personnel are on paid time off associated with an illness, personal absence, vacation, or late arrivals.

Advanced notification of at least 7 days for absences not related to illnesses or a death in the family is required.

Contractor shall provide substitute security guards when regularly assigned personnel are absent.

Contractor shall be solely responsible for filling vacant positions within two weeks of the departure of the regularly assigned security guard.

Contractor shall submit job descriptions for all positions.

Prior to a security guard being assigned to a building, whether a permanent employee or temporary replacement, the Contractor will inform the District of said officer and will provide immediate training covering tasks to be performed by the officer. Additional supervision of new employees will be provided until duties are performed at a satisfactory level.

The District reserves the right to interview all new employees prior to placement. It is understood that the Contractor will maintain a group of substitute/alternate security guards trained on district buildings for assignment as required. Contractor will supply an updated list of trained officers monthly or as needed.

### **Security Officer Turnover Rate and Re-Staffing Requirements**

Excessive security guard turnover rate will be considered unacceptable and may be caused for contract termination. Excessive turnover is defined as more than three employees filling the same position in a 6 month period.

The District reserves the right to reject any temporary employee of Contractor it deems is not qualified. Contractor will not be compensated for overtime paid to employees who are called in to re-staff vacant positions that do not have a permanent security guard assigned.

### **Payroll**

Contractor is responsible for scheduling all officers and recording hours worked.

Contractor is also responsible for correctly preparing and processing payroll.

Contractor shall deliver paychecks/direct deposits on time on the designated paydays.

### **Training**

All training shall be at the sole cost and expense of the contractor.

Security guards must be trained in CPI, CPR, first aid, bloodborne pathogens, and hazardous materials as necessary. Training logs shall be maintained by the Contractor and shall be made available for inspection of requested by the district. Newly assigned security guards shall receive training in the following areas before being assigned to the District:

Patrol and observation techniques.

Report writing.

Customer service and public relations.

Any required training courses as mandated by the state in which the security guard is employed.

### **Vehicle Operating Training**

Motor vehicles operated on the premises by contractor shall be maintained in good repair and shall prominently display identification of Contractor at all times.

### **Uniforms**

All security personnel assigned to the property will be appropriately uniformed. The cost and cleaning of the uniforms will be paid by the Contractor

## **III. REQUIRED FORMS**

### **Proposal Response Forms**

### **Questionnaire**

### **References**

### **Conflict of Interest Questionnaire**

### **Felony Conviction Notification**

### **Debarment or Suspension Certification Form**

### **Non-Collusion Certificate**

## House Bill 89 Verification

### H.B.1295

## Senate Bill 252 Verification

#### IV. GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Mathis Independent School district (“Owner or School District”). Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants.
2. NO ASSIGNMENT - The rights and responsibilities of Contractor to furnish the goods and or services specified herein shall not be subcontracted, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered in any way by the contractor, unless previously agreed to in writing by Mathis ISD and Contractor.
3. CONFLICT OF INTEREST - By executing this RFP, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of Mathis ISD or its Board of Trustees, has a direct or indirect financial interest in the award of this RFP, or in these services to which this RFP relates, or in any of the profits, real or potential. In accordance with section 176.006 of the Texas Local Government code, Vendor must file a conflict of interest questionnaire if it has a business relationship with Mathis ISD and also has employment or other business relationship with an officer of Mathis ISD or a family member of an officer; Has a family raised relationship with an officer of Mathis ISD; or has provided one or more gifts to an officer of Mathis ISD or a family member of an officer of Mathis ISD specified by Section 176.006 (a)(2)(B). The form CIQ and instructions can be found at <https://www.ethics.state.tx.us/forms/conflict/> under “departments” then “purchasing.”
4. SEVERABILITY - if any provisions of this RFP are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the Party for his benefit it was intended the fullest benefit commensurate with making this RFP, as modified, enforceable, and the remainder of this RFP and the application of such provision

to the other person or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

5. MODIFICATIONS - this contract can be modified only by written agreement of the parties.
6. REMEDIES - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
7. FUNDING - Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the owner, which fiscal year ends on June 30 of each year, shall be subject to Schools Board budget approval. Should funding not be approved by the school board for any given budget year during the contract term, the contract will terminate and become null and void.
8. FORCE MAJEURE – Neither party is required to perform any term, condition or covenant of this RFP if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and by due diligence it is unable to prevent or overcome.
9. RIGHT TO AUDIT- Contractor agrees that the owner shall, until the expiration of 7 years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions relating to this contract. Contractor agrees that the Owner shall have access, during normal working hours, to all necessary contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits and compliance with the provisions of the section. The Owner shall give Contractor reasonable advance notice of intended audits.
10. SILENCE OF SPECIFICATION – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
11. INDEMNIFICATION - Contractor agrees to indemnify and hold harmless Mathis ISD from any claim, damaged, liability, expense, or loss to the extent arising out of Contractor’s negligent or willful errors or omissions under this RFP.
12. DRUG POLICY – All Owner property and facilities are “drug-free” zones. No one may use, consume, carry, transport or exchange tobacco, cigarettes, or illegal drugs while in an Owner building or while on an Owner’s property. The Contractor and its employee shall adhere to this policy.

13. **TERMINATION FOR DEFAULT** – Owner reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the specifications. In the event of termination, the Owner reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and or awarding the contract to the next proposer providing the best value to the Owner. Any such act by the Owner shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to Owner of the performance of the balance of the work or services is in excess of that part of the contract sum, which is not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the Owner for such excess.
14. **TERMINATION WITHOUT CAUSE** – Owner shall have the right to terminate the contract, in whole or in part, without cause at any time under 30 days prior written notice to the Contractor. Upon receipt of a notice determination, the Contractor shall promptly cease placing orders in all further work pursuant to the contract, with such exceptions, if any specified in the notice of termination. Owner shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
15. **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the owner or contractor or both; and 2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Owner or Contractor.
16. **INSURANCE** – If applicable and referenced in the RFP, Contractor shall obtain and maintain, for the duration of this RFP, or longer, the minimum insurance coverage set forth by the school district unless otherwise attached to these standard terms and conditions.

**Workmen’s Compensation:**

(Including Waiver of Subrogation Endorsement) All liability arising out of Contractor’s employment of workers and anyone for whom Contractors shall be liable for workers compensation claims. Workers compensation is required and no alternative form of insurance shall be permitted.

**Employer's Liability:** \$1,000,000.00

**Commercial General Liability:**

Each Occurrence \$1,000,000.00

General Aggregate \$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)

Personal & Advertising Inquiry

Products and Completed Operations:

\$1,000,000.00 each person

\$1,000,000.00 (for one (1) year, Commencing with issuance of final Certificate for Payment)

**Property Damage** \$1,000,000.00 each occurrence

\$2,000,000.00 aggregate

Independent Contractors (Same limits as above)

Contractual Liability (Same limits as above)

**Automobile Liability:**

Bodily injury/Property damage \$1,000,000.00 combined single limit

Property Damage

Umbrella or Excess Liability

\$1,000,000.00 each occurrence

\$5,000,000.00each occurrence/ aggregate

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any work is sublet. The Contractor is responsible to ensure that the subcontractors meets the minimum insurance requirement limits as by law. 1) Should any of the above describe policies be cancelled before the expiration date, therefore the issuing company will mail 30 days written notice to the certificate holder, Mathis ISD.2) The Contractor shall agree to waive all right of subrogation against the district, its officials, employees and volunteers for losses arising from work performed by contractor for the district.

17. PAYMENT BOND – For facilities construction and some services contracts a payment bond is required for projects/contracts exceeding \$25,000. The payment bond must be for 100% of the value of the work to be performed the bond shall be prepared on a form acceptable to the Owner and must identify compliance to the provisions of Texas Government Code Chapter 2253 and state that all liabilities of

the bonds shall be determined in accordance with the provisions of said code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by Mathis ISD to have a rating of not less than “B” in the latest edition of Best Insurance Reports, Property-Casualty. The surety shall be a U.S. company located in the USA. If a contract is awarded under \$25,000 but subsequent change orders cause the price to exceed \$25,000, a payment bond will be required immediately.

18. **PERFORMANCE BOND-** For facilities construction and some service contracts, a performance bond is required for projects contracts exceeding \$100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Texas Government Code, chapter 2253 and state that all liabilities the bonds shall be determined in accordance to the provisions of said code. All bonds shall be issued by surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The security company may be required by Mathis ISD to have a rating of not less than “B” in the latest edition of Best’s Insurance Reports Property-Casualty. The surety shall be a U.S. company located in the USA. If a contract is awarded for under \$100,000, but subsequent change orders caused the price to exceed \$100,000 a payment bond will be required immediately,
19. **NOTIFICATION OF FELONY-** The person or entity submitting a proposal must give notice to the School District, at the time of submission of the proposal if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation). See enclosed form Felony Conviction Notification.
20. **CRIMINAL HISTORY/FINGERPRINTING REQUIREMENT –** If a Contractor or any of the Contractor’s employees, subcontractors, or agents will be on a school site where direct contact with students may occur, the Contractor shall send to the Department of Public Safety information that is required to obtain national criminal history records on such individuals. This may include fingerprints and a photograph. See enclosed form, Criminal History Records Information, Certification for Contractor Employees. Contractor may not allow an individual to provide services at an instructional facility if the individual, during the preceding 30 years, was convicted of ending the following offences:
  - a. A felony offence under Title 5, Texas Penal Code
  - b. An offense for which a defendant is required to register as a sex offender under Chapter 62, Texas code of Criminal Procedure
  - c. An offense under the laws of another state or federal law that is equivalent to an offense under (a.) and (b.) above

Questions regarding compliance with fingerprinting requirements should be directed to Texas Department of Public Safety Non Criminal Justice Unit, Access and Dissemination Bureau, FASTFACTat NCJU@ TXDP dot STATE dot TX dot US. Emails must identify you as a contractor to a Texas Independent School district. The Texas Department of Public Safety's telephone number is (512) 424-2000.

21. GOVERNING LAW AND VENUE: The laws of the state of Texas, without regard to its provisions on conflicts of laws, govern this RFP. The exclusive jurisdiction for any dispute under this RFP are the state courts located in Sinton, San Patricio County, Texas.
22. ENTIRE AGREEMENT- This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements, between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

#### **ADDITIONAL TERMS AND CONDITIONS**

Any instance in which the General Terms and Conditions and the Specifications for this proposal do not agree then the terms and the Specifications shall take precedence.

No employee or officer of the School District shall have a direct financial interest in any contract with the school district nor shall any employee or officer have a financial interest in the sale to the school district of land, equipment, supplies, materials, or service. Any violation of this policy will render the contract void, unless such contract is approved by the Board of Trustees after full disclosure. Therefore, proposer shall note any and all relationships that might be conflict of interest and include Form CIQ with the proposal.

Mail invoices to: Mathis ISD, Accounts Payable, P.O. Box 1179, Mathis, TX 78368. All payments shall be governed by Texas Government Code chapter 2251. The contractor who is awarded this contract will not begin the project until the School District has issued an award letter.

The School District shall have the right to cancel this contract for any reason, at any time with 30 days written notice to the vendor/contractor.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement

No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or satisfaction in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting party has knowledge of the performance and opportunity for objection.



Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code will control.

THE VENDOR/CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE DISTRICT, ITS EMPLOYEES, OFFICERS AND THE PUBLIC FROM ANY CLAIMS, DEMANDS, OR EXPENSE ON ACCOUNT OF INJURY OR PROPERTY DAMAGE ARISING OUT OF ANYTHING DONE OR OMITTED TO BE DONE UNDER THIS CONTRACT BY THE CONTRACTOR, SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM.

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. No proposal can be altered or amended after opening time.

A proposal may be withdrawn only upon request by the proposer or a duly authorized representative, provided such request is received by the School District at the place designated for receipt of proposal and prior to the time fix for the opening of proposals.

It shall be the contractor's responsibility to make sure that all products and materials used are delivered comply with all applicable federal, state, and local laws, codes and regulations. Contractor warrants that all products sold to the School District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

All contracts and agreements between contractor and the School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American law institute in the National Conference of Commissioners on Uniform State Laws. Both Parties agree that venue for any litigation or disputes arising from this contract shall lie in San Patricio County, Texas. All contracts and agreements will adhere to Texas Education Code regarding school district contracts and shall be governed by the laws of the state of Texas and the Uniform Commercial Code.

During the term of this contract, the contractor shall carry and pay the premium for insurance of the types and limits stated herein.