RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT

419 FM 3168, Raymondville, Texas 78580 Phone: (956) 689-8175 • FAX (956) 689-8180 – Business Office

The Raymondville Independent School District is now accepting submissions for

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RFP # 26-018

Electric Gate Installation, Repairs and Maintenance District \!\fide

Proposal Closing/Due Date and Time: October 30, 2026 at 3:00 pm

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Sealed Requests for Proposals (RFP) will be received in accordance with the attached specifications.

Please Note: Late RFPs will not be accepted.

For additional information, please contact the person listed below. All questions must be submitted by email. **No verbal responses will be provided.**

Kayla Redding
arcek@raymondvilleisd.org

TIMELINE

Advertisements	Wed. October 21, 2026 Wed. October 28, 2026
Additional Information/Questions Due Answers to Questions Posted on Web	Mon. October 19, 2026 Wed. October 21 by end of day
Deadline for Submittal of RFP	Fri. October 30th by 3:00 pm. CST
Recommendation to Board (Target Date)	November 10th, 2026
Approved Vendor Start Date	Board Approval Date

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
STANDARD TERMS AND CONDITIONS
Electric Gate Installation, Repairs and Maintenance District WIDE
RFP **26-018**

DUE: Fri. October 30th by 3:00 pm. CST

The words *bids, request for proposals, RFP, proposal, agreement, quotes, solicitation, procurement*, and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed quotes, and other procurement solicitations to which they are attached. The term *proposer, firm, vendor, offeror, bidder,* and *respondent* may be used interchangeably in these terms and conditions to refer to responders to this bid solicitation.

These Standard Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

This Agreement is entered into between Raymondville Independent School District (Raymondville ISD), and Vendor having submitted a proposal in response to a procurement solicitation issued by Raymondville ISD and whose proposal has been accepted and awarded by Raymondville ISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Raymondville ISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **PROCUREMENT METHOD:** Raymondville ISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code §44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services, and 2 CFR 200.320(b) Procurement by Competitive Proposals.

2. **ESTIMATED QUANTITIES:** The good(s) and/or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ). The listed items are commonly acquired items and prices will be used to determine best value. Raymondville ISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. Raymondville ISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation. Quantities specified are per unit of measure listed in the proposal solicitation.

3. **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 Raymondville 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. Copyrighted proposals are unacceptable and may be disqualified.

4. **RIGHTS RESERVED BY RAYMONDVILLE ISD AND RESTRICTIONS ON RFP PROCESS:**
    a. Raymondville ISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
    b. Raymondville ISD further reserves the right to accept, reject or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof.
    c. Raymondville ISD may conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
    d. Raymondville ISD reserves the right to reject any and/or all proposals, to award contracts for individual products and/or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of Raymondville ISD.
    e. Raymondville ISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of Raymondville ISD; request clarification and/or correction of the Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
    f. Raymondville ISD also reserves the right as sole judge of quality and equality.
    g. Raymondville ISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards, rests solely with Raymondville ISD. Raymondville ISD may make multiple awards, and this fact should be taken into consideration by each proposer
    h. Raymondville ISD shall make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.

5. **FINANCIAL RESPONSIBILITY:** Raymondville ISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFP.

6. **AGREEMENT TERMS:** The terms of this Agreement shall govern all procurements conducted hereunder. No pre-established terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing from Raymondville ISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by Raymondville ISD.

7. **ADDENDA:** Any interpretation, correction or change to this Proposal Invitation will be made by addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. Raymondville ISD is the sole authority for the issuance of any addendum, and any communication related to this bid solicitation that is not from Raymondville ISD is invalid. All such addenda/additional information issued/posted to https://www.raymondvilleisd.org/284166_3 prior to the time that proposals are received shall be considered part of the RFP solicitation, and the Respondent shall be required to consider and acknowledge receipt of each addendum. It is the Respondents responsibility to view and acknowledge any addenda and incorporate the addendums into the proposal submission for the solicitation.

8. **CLARIFICATIONS:** Raymondville ISD may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change or modify its proposal in any way except to the extent of correction of the error. Discussion between Raymondville ISD and Vendor can also take place after the initial receipt of proposals. Raymondville ISD reserves the right to conduct discussions with all, some or none of the Vendors submitting proposals. Raymondville ISD will not assist the Vendor in the completion, revision or modification of its proposal.

9. **ASSIGNMENT DELEGATION:** Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of Raymondville ISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement 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 Raymondville ISD. Vendor is required to notify Raymondville ISD when any material change in operations occurs, including but not limited to, 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.

10. **PROHIBITION AGAINST CONTACT:** Vendors shall restrict all contact with Raymondville ISD and direct all questions regarding this RFP to the Point of Contact specified in this solicitation. **Do not contact members of the School Board, the Chief Finance Officer or other employees of the Raymondville Independent School District. Contact with any of these prohibited individuals after issuance of the RFP and before execution of a contract, may result in disqualification of your Proposal.**

11. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the planning, advertising, selecting, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. *See* 2 CFR § 200.318(c) (1). Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm consideration for a contract. Chapter 176 of the Local Government Code requires any Vendor that does business with Raymondville ISD, to complete a Conflict of Interest Questionnaire (Form CIQ) in the following situations:

    The vendor has a business relationship with a local governmental entity and:

    1. Has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer;
    2. Has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than $100 in the 12-month period (excludes food);
    3. Has a family relationship with a local government officer of that local governmental entity; or
    4. The amount of a contract that is either executed or under consideration between the vendor and that local governmental entity exceeds $1 million.

    The completed conflict of interest questionnaire must be filed with the Raymondville ISD Business Office not later than the seventh business day after the later of:

1. The date that the vendor:
    a. Begins discussions or negotiations to enter into a contract with the local governmental entity; or
    b. Submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
2. The date the vendor becomes aware of:
    a. An employment or other business relationship with a local government officer, or a family member of the officer;
    b. Giving one or more gifts, as defined above; or
    c. A family relationship with a local government officer.

The vendor filing the questionnaire must:

1. Describe each employment or business and family relationship the vendor has with each local government officer of the local governmental entity;
2. Identify each employment or business relationship with respect to which the local government officer receives, or is likely to receive, taxable income, other than investment income, from the vendor;
3. Identify each employment or business relationship with respect to which the vendor receives, or is likely to receive, taxable income, other than investment income, that:
    a. Is received from, or at the direction of, a local government officer of the local governmental entity; and
    b. Is not received from the local governmental entity; and
4. Describe each employment or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:
    a. Serves as an officer or director; or
    b. Holds an ownership interest of one percent or more.

If no conflict of interest exists, you must type "N/A" on Box 1 of the Form CIQ, sign it, and date it.

A vendor shall file an updated completed questionnaire with the Raymondville ISD Business Office not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

The Raymondville ISD Business Office shall:

1. Maintain a list of local government officers of the local governmental entity and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire; and
2. Maintain the statements and questionnaires that are required to be filed under this chapter in accordance with the local governmental entity's records retention schedule.

In addition, Chapter 176 of the Local Government Code requires a local government officer to file a Conflict of Interest Disclosure (Form CIS) with respect to a Vendor if:

1. The Vendor enters into a contract with the local government entity or the local governmental entity is considering entering into a contract with the vendor, AND
2. The Vendor has:
    a. An employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family receiving taxable income, other than investment income, that exceeds $2,500 during the 12-months preceding the date that the officer becomes aware that:
        i. A contract between the local governmental entity and Vendor has been executed; or
        ii. The local governmental entity is considering entering into a contract with the Vendor;
    b. Has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
        i. A contract between the local governmental entity and Vendor has been executed; or
        ii. The local governmental entity is considering entering into a contract with the Vendor; or
    c. Has a family relationship with the local government officer.
    Raymondville ISD current School Board Members include: John L. Solis, Javier Longoria, Adrian J. Montemajor, Veronica Mungia, Mario Tijerina, Pedro Soria and Johnny Guerrero.

Failure to comply with Chapter 176 of the Local Government Code requirements is an offense:

1. Class C misdemeanor if the contract amount is less than $1 million;
2. Class B misdemeanor if the contract amount is at least $1 million but less than $5 million; or
3. Class A misdemeanor if the contract amount is at least $5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a violation of Chapter 176 of the Local Government Code has occurred.

12. **NON-COLLUSION:** By submitting an offer, Vendor affirms that the Contractor, including its officers, employees, or agents, has not prepared its submitted offer in collusion with any other bidder participation in this procurement solicitation and that the contents of their submittal have not been communicated by the offeror nor by any employee, officer or agent of the offeror to any other person engaged in this type business prior to the

official submission deadline. The vendor, by submitting this proposal, certifies and represents to Raymondville ISO that the Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this procurement solicitation; the Vendor also certifies and represents that Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this procurement solicitation; the Vendor certifies and represents that the Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Raymondville ISO, concerning this bid on the basis of any consideration not authorized by law; the Vendor also certifies and represents that the Vendor has not received any information not available to other Vendors so as to give the undersigned a preferential advantage with respect to this bid; the Vendor further certifies and represents that Vendor has not violated any State, Federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that the Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Raymondville ISO, or its cooperative members, in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Vendor certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Raymondville ISO, in connection with information regarding this procurement solicitation, the submission of this RFP, the award of this RFP or the performance, delivery or sale pursuant to this RFP.

13. **DISQUALIFICATION:** A Vendor may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

14. **DEVIATIONS AND EXCEPTIONS:** All proposals must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the Deviations and Exceptions Form. Deviations or exceptions stipulated in a Vendor's response will be considered during the contract evaluation where Raymondville ISO reserves the right to accept or reject a proposal based on any submitted deviation. A deviation will not be effective unless accepted by Raymondville ISO. Raymondville ISO may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. 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. **In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Proposal Specifications, and all other requirements associated with this bid solicitation.**

15. **SPECIFICATIONS:** are developed by the Raymondville ISO, to represent items of regularly manufactured products.
    a. Raymondville !SD specifications have been developed to show minimal standards as to the usage, materials, and contents based on their needs.
    b. Manufacturer's specifications, when used by the Raymondville Independent School District, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered,
    c. If any conflict exists, specification will override referenced brand.

    Compliance with all specifications and conditions is required. All proposals must include a detailed statement of exceptions taken to any part of the request

16. **EQUIVALENT CLAUSE:** Whenever an article or material is defined in this solicitation by describing a proprietary product, or by using the name of a manufacturer, brand name or vendor, the term "or equal", if not inserted, shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

17. **SAMPLES:** Samples may be requested, and are to be delivered by the bidder to the attention of the Purchasing Coordinator, 420 FM 3168, Raymondville, Texas 78580. or other location designated by the Purchasing Coordinator, for examination of such samples.
    a. Notification of sample delivery must be sent to the Purchasing Coordinator via email and provide estimated delivery date, delivery tracking information, if applicable, actual delivery date, and who signed to accept delivery.
    b. Samples needed for a proposal to be evaluated properly must be delivered within ten (10) working days from the time the vendor is notified.

c. Each sample must be clearly marked to show the bidder's name, address, proposal title and proposal item number for which the sample is being proposed.
d. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

18. **RESPONSIVE PROPOSAL:** Proposals shall be deemed responsive if they comply with all material and administrative aspects of this procurement solicitation. No proposal will be accepted for any reason outside of the stipulations of the specified date and time and/or submission process of this RFP.

19. **RESPONSIBLE VENDOR:** A Vendor shall be deemed a responsible Vendor if: 1) adequate financial resources (or the ability to obtain such resources) are attested by initialing the *Financial Health and Stability* Affidavit; 2) able to comply with the delivery requirements; 3) the firm appears to be qualified, established, and regularly engaged in the type of business that provides the products and/or services herein; and 4) an adequate number of trained personnel are available to ensure the quality and performance and completion of contract within the specified time period; 5) Providing evidence of Financial Health and Stability. Vendors having a history of inconsistent service and unreliability will not be considered by Raymondville ISD to be a responsible bidder.

20. **PENALTIES:** If Vendor is unable to provide the goods or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, Raymondville ISD may take the following action(s):
    a. Insist that Vendor honor the quoted price(s) specified in the Vendor's proposal;
    b. Have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal, as determined by Raymondville ISD;
    c. Have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
    d. Recommend that Vendor no longer be given the opportunity to submit a proposal to Raymondville ISD and/or that this Agreement be terminated.

21. **RECORDS RETENTION:** Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to Raymondville ISD, under this Agreement. These records and accounts shall be retained by Vendor and made available for review and copying by Raymondville ISD, for a period of not less than five (5) years from the date of completion of the services, receipt of goods, or the date of the receipt by Raymondville ISD, of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit or compliance review has been announced, Vendor shall retain its records and accounts until such audit or compliance review has been completed. When Federal funds are expended by Raymondville ISD, Vendor further certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333.

22. **RIGHT TO AUDIT:** Raymondville ISD, Federal and/or State agency that has awarded Federal and/or State funds/grant(s) to Raymondville ISD, shall upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Agreement and inspect any project performed by Vendor relating to this Agreement. Records subject to audit shall include, but are not limited to, all Purchase Orders resulting from this Agreement and records which may have a bearing on matters in connection with Vendor's work for Raymondville ISD and shall be open to inspection and subject to audit/review and/or reproduction by Raymondville ISD, to the extent necessary to adequately permit evaluation and verification of:
    a. Vendors compliance with this Agreement and the requirements of the solicitation;
    b. Compliance with procurement laws, policies, and procedures, including without limitation, reviewing/comparing pricing on invoices for Raymondville ISD;
    c. Compliance with provisions for computing billings to Raymondville ISD, and/or
    d. Any other matters related to this Agreement

23. **OPEN RECORDS/PUBLIC INFORMATION:** Raymondville ISD is a governmental entity subject to the Texas Public Information Act. Raymondville ISD considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act, (Texas Government Code, Chapter 552.001, et seq.,) after a contract/agreement is awarded or the procurement terminated. Proposers are hereby notified that Raymondville ISD strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of information. Any information deemed to be confidential by Proposer must be clearly noted on the page(s) where confidential information is contained, page-by-page and line-by-line the parts of the response which it believes are exempt; however, Raymondville ISD cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Proposer may not be considered confidential under Texas law, or pursuant to a Court order. Vague or general claims to confidentiality will not be

accepted. Raymondville ISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by proposers. Vendor waives any claim against and releases from liability Raymondville ISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in the Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by Raymondville ISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

24. **CONFIDENTIALITY:** Vendor and Raymondville ISD agree to secure the confidentiality of all information and records in accordance with the applicable Federal and State laws, rules, and regulations. Vendor and Raymondville 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.

25. **INSPECTION AND ACCEPTANCE:** Awarded Vendor(s) shall deliver the goods or services procured on this contract/agreement to the Raymondville ISD department, issuing a purchase order. If delivery cannot be made within the proper time period, the awarded vendor must receive authorization from the issuing Raymondville ISD department, for the delayed delivery. Raymondville ISD shall have the right to inspect the goods at delivery before accepting them. If defective, incorrect, or items not meeting specification are delivered, Raymondville ISD, may make the determination, in its sole discretion, to return the good(s) to the vendor at no cost to Raymondville ISD. The vendor shall be responsible for arranging the return of defective or incorrect good(s). The vendor agrees to pay all shipping and handling costs for any such return shipment. If goods are not picked up within one (1) week after notification, the good(s) will become a donation to the Raymondville ISD, for disposition.

26. **TITLE AND RISK OF LOSS:** Whenever Raymondville ISD, is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of Raymondville ISD's acceptance of the item or payment of the applicable invoice.

27. **FREIGHT:** All deliveries under this Agreement shall be freight prepaid, Free on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendors proposal unless otherwise clearly stated in writing in Vendor's proposal. The Raymondville ISD assumes no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by Raymondville ISD of damage. Proposal prices will include all freight and delivery charges. Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to Raymondville ISD and for the risk of loss until the product is delivered to and accepted by Raymondville ISD. Freight, delivery, handling and other charges incurred in transporting and delivering products to Raymondville ISD are to be prepaid by Vendor.

28. **HOURS OF DELIVERY:** Deliveries shall be made between 8:00 AM and 5:00 PM, at the designated Raymondville ISD administration facility, unless prior approval for after-hours delivery has been obtained from Raymondville ISD.

29. **SHIPMENTS:** Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by Raymondville ISD. If a product cannot be shipped within that timeframe, Vendor shall notify Raymondville ISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. Raymondville ISD may cancel the order if the estimated shipping time is not acceptable to Raymondville ISD, in its sole discretion. Consistent failure of a Vendor to meet delivery promises without a valid reason is cause for removal.

30. **LEAD-TIME:** Time of delivery is part of the proposal consideration and must be stated in definite terms and must be adhered to completely. Proposals must show the number of calendar days required to place the materials in possession of Raymondville ISD. Do not quote shipping dates. Failure to specify the lead-time may result in disqualification from consideration. Unrealistic short or long delivery promises may cause the bid to be disregarded.

31. **SHORTAGES:** Vendor and/or sales agents acting on the Vendor's behalf shall give 72-hour prior notice to the ordering entity of any anticipated shortages, back orders, and/or out-of-stock items prior to delivery. The Vendor must keep the ordering entity informed at all times on the status of the order. Default in promised delivery, without acceptable reason, authorizes Raymondville ISD to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting Vendor. No substitutions are accepted with our prior written approval by Raymondville ISD.

a. Vendors must notify Raymondville ISD of any known shortages, back orders, out-of-stock items, etc. that could affect multiple ordering entities for any extended period.

32. **FORMATION OF A CONTRACT (DECLARATION OF COMPLIANCE):** A response to this solicitation is an offer to contract/agreement with Raymondville ISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a contract/agreement unless and until it is accepted by Raymondville ISD after approval by the Raymondville ISD School Board. Policy CH (Local) requires that all contracts or agreements shall be signed by the Raymondville ISD School Board, Superintendent, or their designee. No other personnel are authorized to execute or enter into contracts on behalf of the Raymondville ISD.

33. **NON-EXCLUSIVE CONTRACT:** Raymondville ISD reserves the right to award multiple contracts/agreements for each commodity category. Commodity categories are established at the sole discretion of Raymondville ISD. Nothing in this agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to Raymondville ISD. Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of Raymondville ISD. Raymondville ISD is free to have multiple contracts for the awarded goods and services, and may initiate other procurement solicitations or purchasing activity with other vendors at any time, at Raymondville ISD's sole discretion. During the term of this Agreement, Raymondville ISD reserves 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. Additionally, Raymondville ISD may have a need to purchase additional items not identified in this bid solicitation. In the event that a Vendor has an existing Raymondville ISD Agreement, in the same Agreement title, upon award, the new Agreement will immediately supersede the older contract.

34. **PRICING:** All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to Raymondville ISD, for acceptance or rejection by Raymondville ISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal. All price changes for goods and/or services provided under this Agreement must be approved, in writing, by the Raymondville ISD prior to taking effect. Proposer shall consider the following prior to determining pricing submissions:
    a. Proposal price must be submitted on units of quantity specified and extended to show total.
    b. **Unit price must be shown with a minimum of 4 decimal places**, when applicable.
    c. In the event of discrepancies in extension, the unit price will govern.
    d. **Vendors are encouraged to provide pricing on specified items, even if no estimated quantity is stated**.
    e. Cost Plus a Percentage of Cost quotations are unallowable per Federal guidelines.
    f. Discount from List Price or Cost Plus a Fee quotations are only acceptable with a stated discount and price list are provided with the proposal submission.
    g. Proposer shall not include sales tax with any pricing. Raymondville ISD is exempt from Federal Excise Tax, State Tax, and Local Tax. Tax exemption certificates will be furnished upon request by each participating entity.
    h. Proposer agrees, upon issuance and acceptance of this proposal, to furnish awarded items at the bid price and all other conditions contained in the Terms and Conditions, Specifications, Attachments, forms and bid documents within this proposal solicitation.
    i. Price reductions shall be offered immediately to Raymondville ISD upon becoming available at any time after award.
    j. Title to all supplies and equipment shall pass to Raymondville ISD upon receipt except where hidden defects or other bid requirements or specifications are not met.
    k. Raymondville ISD retains the right to request Special Pricing for the remaining contract period for products not specifically identified in this Proposal.

35. **DISCOUNTS:** Any discounts available to Raymondville ISD for early payment should be noted in the proposal. Vendor(s) may propose volume discounts or other adjustments to the price for large orders. Discounts may be considered in determining low proposal.

36. **CATALOG PRICING:** Prices for the Catalogs are based upon Raymondville ISD receiving an identified discount from an established price list or cost plus a fixed fee as identified in the procurement solicitation for the Specifications Form. While established discount or fixed fee remains constant throughout Contract term, Stock List Price or actual Vendor Cost may vary during Contract term. Prices on this type of contract are based upon an approved price list or other approved method as identified in the procurement solicitation. This type of contract provides for discounts from a current manufacturer's price list, a percentage add-on to a manufacturer's distributor/producers type price list or a custom price list. Current price list means the latest price list in effect between the "contract term" as shown on the RFP and the RFP opening date. Manufacturer's price list means a price list published in some form by the manufacturer of a product and available to and

recognized by the trade. Custom price list means a price list especially prepared for a given bid. Raymondville ISD shall be the sole determinate as to acceptability. Price reductions shall be offered immediately upon becoming available to a vendor at any time after award.

a. The purpose of Specifications Form is to provide Raymondville ISD the opportunity to purchase specified items not identified in the Item specifications.
b. Pricing will be accepted as a percent (%) discount from stocking list price or cost plus a fixed fee.
c. Raymondville ISD may be required to perform their own Cost Analysis for items purchased through Catalog Pricing for which the Purchasing Cooperative has not performed a Cost Analysis.
d. Raymondville ISD reserves the right to request "Special Pricing" for items identified by Raymondville ISD.

37. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price includes the cost of any special test equipment fabricated or required by the Vendor for the purpose of filling this order, such special tooling and/or test equipment and any related items shall become the property of Raymondville ISD, and shall be identified by the Vendor as such.

38. **PRICE CHANGES:** All pricing submitted with Proposal shall be considered firm, except as noted for Catalog pricing and Deviations and Exceptions accepted as part of the contract award.

a. Prices will be considered firm through the Contract term; however, adjustments to pricing may be allowed at midterm (effective January 1) and upon renewal of each contract term, unless otherwise quantified in the Proposal. Only those items qualifying for price adjustments due to market factors will be considered.
    i. Raymondville ISD may use the *Producer Price Index (PPI)* as a more accurate index for basing product price escalations and de-escalations. More specifically, the monthly *PPI Detailed Report, Table 9: Producer Price Indexes and percent changes for commodity and service groupings and individual items, not seasonally adjusted* will be used as the reference guide when approving price adjustments both up and down. (This table begins roughly on page 29 of the monthly report.)
    ii. The base price from which all adjustments will be considered will be the currently awarded price. Because the Bureau of Labor and Statistics releases the detailed report monthly, the most current published version will be used for analysis purposes. The report will indicate the percent change from the same month the prior year and this will serve as the basis for requested adjustment allowances.
    iii. Additionally, the index has categories for the various types of products. The comparison will be made using the category that is of the closest match to the item requested for adjustment.
    iv. Any adjustment approved shall not exceed the total annual percentage increase/decrease for said item.
b. All original Proposal pricing will remain firm for the contract term and any renewals that a justifiable price change is not submitted and approved.
c. Price changes, and supporting documentation for each item, must be provided to Raymondville ISD for review a minimum of thirty (30) days before the requested implementation.
d. Raymondville ISD will accept or reject proposed price increases after receipt of a properly submitted request from the Vendor, which includes documentation as to the nature of the change substantiated by the CPI and PPI, but not limited to additional consideration of the following indexes: The Food Institute Report, Urner Barry Market Indexes, Federal Market Order (FMO), and any other relevant commodity price indexes.
e. A description of the measurement device (i.e.- index) and the "trigger" to cause the escalation must be submitted at time of price adjustments.
f. Raymondville ISD will respond to such requests by: 1) granting the request; 2) reassigning the item(s) to another awarded vendor; 3) rebidding the item(s); 4) taking any other action as deemed necessary.
g. If a properly submitted increase is rejected, the vendor may cancel such items from the contract by giving Raymondville ISD written notice. Cancellation will not go into effect for thirty(30) business days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation or contract term, whichever comes first.
h. Vendors are required to immediately implement any industry wide price decreases that become available.
i. **Vendor(s) that adjust prices without prior written consent of Raymondville ISD will be required to issue credits to each affected Member District until allowable adjustment period and consent is provided.**

39. **PRODUCT SUBSTITUTIONS:** Any and all substitutions require prior written approval by Raymondville ISD. Raymondville ISD reserves the right to require the Vendor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract.
    a. If substitutions are made without prior written approval of the ordering entity, under Uniform Commercial Code, the entity shall retain the Right to Remedy and purchase the product(s) from another supplier, charging the difference of the bid price to the Vendor.
    b. Any and all substitutions require prior written approval by Raymondville ISD.
    c. Any and all substitutions shall be of equivalent or higher quality to awarded product and provided at the awarded product price unless prior agreement for alternate pricing is approved by Raymondville ISD.
    d. The Vendor must contact the qualified ordering entity a minimum of 72-hours **prior** to shipment of the approved substitution.
    e. If applicable, the product substitution request must be accompanied with CN Label or Nutritional Analysis information, and/or other product information.
    f. If substitutions are made without prior written approval of the ordering entity, under Uniform Commercial Code, the entity shall retain the Right to Remedy and purchase the product(s) from another supplier, charging the difference of the bid price to the Vendor.
    g. Approved substitutions shall be considered an extension of the currently awarded item and shall not require additional procurement processes by Raymondville ISD.
    h. Vendors must notify Raymondville ISD of any known shortages, back orders, out-of-stock items, etc. that could affect multiple ordering entities for any extended period.
    i. Outstanding orders shall not be automatically amended with a substitution without approval by Raymondville ISD.
    j. Approved substitutions due to manufacturer extended production/shipping issues must return to original bid award item when product becomes available in sufficient supply to warrant change, unless otherwise agreed upon by Raymondville ISD.

40. **CUSTOMER SUPPORT:** Vendor shall provide timely and accurate technical advice and sales support to Raymondville ISD.

41. **ADDITION OF GOODS AND/OR SERVICES:** Raymondville ISD may request special pricing for new goods and/or services throughout the term of this contract. Only goods and/or services not specified elsewhere in the contract may be considered new. Raymondville ISD reserves the right to request "Special Pricing" through an Addendum. Special pricing allows for the addition of new goods and/or services introduced by existing awarded Vendors that may better serve Raymondville ISD needs. Raymondville ISD retains the right to add/modify goods and/or services throughout the contract term, if all parties are in agreement, for the following reasons are not considered "new goods and/or services" and would not be cause for material change to the contract: 1) the replacement of items that were discontinued, reformulated, etc. during the contract year; 2) the replacement of goods and/or services no longer available due to market conditions, force majeure, etc. or 3) allows for the replacement of goods and/or services that no longer meet the needs of the Raymondville ISD. Raymondville ISD may reject any proposed additions, without cause, in its sole discretion. The addition of any goods and/or services must have prior written approval from Raymondville ISD.

42. **MATERIAL CHANGE:** If a material change to a contract entered into between Raymondville ISD and Vendor occurs, the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, Raymondville ISD may issue a new RFP for the goods or services procured under the previously-existing contract. Material change means a modification that substantially exceeds and/or alters the terms of the original contract between Raymondville ISD and Vendor. The following anticipated and/or unanticipated changes are to be considered when determining a material change to a contract: 30% upward or downward trend in student enrollment and/or participation to allow flexibility for program growth or decline; unanticipated program and/or regulation changes.

43. **COMPLIANCE WITH LAWS:** Vendor shall comply with all Federal, State and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this contract/agreement, Vendor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. When required or requested by Raymondville ISD, Vendor shall furnish Raymondville ISD with satisfactory proof of Vendor's compliance with this provision.

44. **CIVIL RIGHTS/DISCRIMINATION:** It is the policy of Raymondville 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 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 qualification), color, disability national origin, race, or gender. Vendor further agrees that every subcontractor entered into for the performance of this Agreement 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 Agreement. Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.

45. **CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED 20 USC 7926**: Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Raymondville ISD, in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

46. **ENTITIES THAT BOYCOTT ISRAEL:** In accordance with Texas Government Code section 2270.002, Raymondville ISD is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (i) it meets an exception criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this contract resulting from this solicitation. Vendor shall state any facts that make it exempt from the boycott certification in its response. This law is applicable to contracts between a governmental entity and a company with ten (10) or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Applicable vendor further agrees and acknowledges that this Agreement shall be null, and void should facts arise leading Raymondville ISD to believe that Vendor's verification herein is inaccurate, or should Vendor engage in activity reasonably reflecting that it is boycotting Israel during the term of this Agreement.

47. **FOREIGN TERRORIST ORGANIZATIONS**: In accordance with Texas Government Code, Chapter 2252, Subchapter F, Vendor herby represents and warrants that it is not a company identified on the lists prepared and maintained under the Texas Government Code §§806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies know to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its Federal sanction's regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration in its response. In accordance with Section 2252.153 of the Texas Government Code, Comptroller of Public Accounts (CPA) has posted on its website a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization, Divestment Statute Lists. Vendor hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null, and void should facts arise leading Raymondville ISD to believe that the Vendor was a listed company at the time of this solicitation.

48. **SAFETY:** Vendors, its subcontractors, 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 Agreement, including, without limitation, those promulgated by Raymondville ISD and by the Occupational Safety and Health Administration ("OSHA"). All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by Raymondville ISD. Vendor shall indemnify and hold Raymondville ISD, harmless from all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

49. **SAFETY DATA SHEETS:** Vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Safety Data Sheet(s) (SDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the SDS requirement. **If applicable, a copy MUST be Attachments to your RFP response.**

50. **RECYCLED MATERIAL:** Texas law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid on this solicitation contains recycled material, identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post- consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive."

a. Send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre-consumer content to: RAYMONDVILLE ISD, ATTN: PURCHASING DEPARTMENT, 420 FM 3168, RAYMONDVILLE, TX 78580
b. Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.
c. New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.

51. **WORKFORCE/DRUG-FREE WORK ENVIRONMENT:** Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on Raymondville ISD, or its cooperative members, property, nor may such workers by intoxicated or under the influence of alcohol or drugs on Raymondville ISD's property.

52. **FORCE MAJEURE:** The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, network failures, energy crisis, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventative measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance is delayed or stopped by a force majeure event, Raymondville ISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of Raymondville ISD's, contractual, legal, or equitable rights.

53. **GOVERNING LAW AND VENUE:** The laws of the State of Texas, without regard to its provisions on conflicts of laws, shall govern this Agreement. Any dispute under this Agreement may be brought in the State and Federal courts located in Willacy County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

54. **PROPERTY:** In the event of loss, damage, or destruction of any property owned by or loaned by Raymondville ISD, that is caused by Vendor or Vendor's representative, agent, employee or contractor, Vendor shall indemnify Raymondville ISD, and pay to Raymondville ISD, the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of the Vendor's receipt of written notice of Raymondville ISD, determination of the amount due. If Vendor fails to make timely payment, Raymondville ISD, may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by Raymondville ISD.

55. **INDEMNIFICATION:** To the fullest extent authorized by law, the Vendor shall indemnify, defend, and hold harmless the Raymondville ISD, its school board members, officers, employees, agents, and representatives from and against any and all claims, demands or liability for damages, losses or other relief, including, without limitation attorneys' fees and costs which Raymondville ISD, may incur arising from the Vendor's performance of its obligations under this agreement. The foregoing shall include, without limitation: (i) injuries to or death of person; (ii) damage to property; or (iii) theft or loss of property, resulting from, in whole or part, any acts omissions or other conduct of Vendor and/or of any of Vendor's agents, servants, or employees, or any other person or entity employed directly or indirectly by Vendor in connection with performance of the Vendor's obligations and their respective agents, officers or employees. In the event that any action or proceeding, whether judicial, administrative, or otherwise, shall be commenced against Raymondville ISD, on account of any claim, demand or liability subject of this indemnification agreement the Vendor shall, at its sole cost and

expense, defend the Raymondville ISD, in such action or proceeding with counsel reasonably satisfactory to Raymondville ISD. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which the Raymondville ISD is bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Vendor shall indemnify and hold harmless the Raymondville ISD, from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Vendor's obligations hereunder shall survive notwithstanding Vendor's completion of the services or the termination of the Contract.

56. **SUBCONTRACTORS:** If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to Raymondville ISD, for all acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between Raymondville ISD, and any such subcontractor, nor shall it create any obligation on the part of Raymondville ISD, to pay or to see the payment of any moneys due to any such subcontractor except as may otherwise be required by law.

57. **INSURANCE:** Vendor is required to provide Raymondville ISD with copies of certificates of insurance, naming Raymondville ISD as an additional insured's for Texas Workman's Compensation and General Liability Insurance. Certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Raymondville ISD prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against Raymondville ISD, its officers, employees, and agents. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to Raymondville ISD. Vendor shall give Raymondville ISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Raymondville ISD as requested shall be named as "additional insured" on insurance policies. Raymondville ISD reserves the right to require additional insurance should Raymondville ISD deem additional insurance necessary, in their sole discretion. **A copy MUST be Attachments to your RFP response.**

Workman's Compensation/Employer's Liability:
- Statutory Limits
- $500,000 Each Accident
- $500,000 Policy Limit
- $500,000 Each Employee

General Liability, Bodily Injury & Property Damage:
- $500,000 Combined Single Limits
- $1,000,000 Aggregate

Automotive Liability:
- $250,000 Each Person

Bodily Injury:
- $500,000 Each Accident

Property Damage:
- $250,000

58. **FINANCIAL HEALTH AND STABILITY:** The vendor must provide evidence of financial health and stability, such as an audited financial statement, copy of their most recent filed tax return, credit report, etc. This information will be utilized during the evaluation criteria to determine the financial health and stability of each vendor and if adequate financial resources are available. The vendor must also attest to soundness of financial health and stability to adequately service all potential business associated with the RFP by initialing the *Financial Health and Stability* statement in the Certifications and Affidavits. **Copies MUST be Attachments to the RFP response.**

59. **INVOICES:** Invoices shall be directed to Raymondville ISD's, Accounts Payable Department as identified by Raymondville ISD. Vendor shall submit invoices within a timely manner during Raymondville ISD's, fiscal year in which the good(s) and/or service(s) are purchased, and:
    a. Submit separate invoices, in duplicate, on each purchase order after each delivery.
    b. Invoices shall indicate the purchase order number.
    c. All invoices shall be itemized to include a description of each good(s) and/or service(s) rendered.
    d. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
    e. Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
    f. Total all extensions on the invoice.
    g. Discount, if applicable, must be stated, extended and deducted to arrive at a Net Total for invoice.
    h. Transportation charges, if any, shall be listed separately.

i. A copy of the bill of lading, and the freight weight bill, when applicable, should be attached to the invoice.
j. Shipment date of merchandise must be shown.
k. Date of purchase order must be shown.
l. Payment shall not be due until the above instruments are submitted after delivery.
m. Vendors should keep the Accounts Payable department advised of any changes to remittance addresses.
n. Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
o. Do not include Federal Excise, State or City Sales Tax. The Raymondville ISD shall furnish exemption certificate, if required.
p. Each invoice should be verified by Raymondville ISD, for accuracy.

60. **TAX-EXEMPT:** Raymondville ISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any Federal, State, or local income, sales or excise taxes of Vendor or its employees. Raymondville ISD shall not be liable for any taxes resulting from this Agreement. Taxes must not be included in the proposal. Tax exemption certificates will be executed by the Raymondville ISD and furnished upon request.

61. **TAX RESPONSIBLITIES OF VENDOR AND INDEMNIFICATION FOR TAXES:** Vendor and all subcontractor(s) of Vendor shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Raymondville ISD harmless form any responsibility for taxes, damages, and interest. If applicable, contributions required under Federal, State, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

62. **PAYMENT TERMS:** No payments shall be made prior to the delivery of the product or service. Texas Government Code § 2251.021 shall govern when payments are due to Vendor. In accordance with Texas Government Code § 2251.021, payments are due to Vendor by Raymondville ISD, within **forty-five (45) days** after the later of the following: (1) the date Raymondville ISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date Raymondville ISD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from Raymondville ISD not later than the tenth (10th) day after the date Vendor receives the payment from Raymondville ISD. The exceptions to payments made by Raymondville ISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

63. **IRS FORM W-9:** In order to receive payment under this Agreement, Vendor shall have a current I.R.S. Form W-9 Form (revised October 2018) on file with Raymondville ISD,

64. **NO AGENCY OR ENDORSEMENTS:** Raymondville ISD and Vendor are independent contractors and have not power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of Raymondville ISD and is not an employee, agent, joint venture, or partner of Raymondville ISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner between Raymondville ISD and Vendor or Raymondville ISD and any of Vendor's agents. Vendor agrees that Raymondville ISD had no responsibility for any conduct of any Vendor's employees, agents, representatives, contractors or subcontractors.

65. **NON-APPROPRIATION CLAUSE:** Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on Raymondville ISD by this agreement, Raymondville ISD shall have the right to terminate this agreement without default or liability to Vendor resulting in such termination, effective as of the expiration of each budget period of Raymondville ISD if it is determined by Raymondville ISD, in Raymondville ISD's sole discretion, that there are insufficient funds to extend this agreement. The parties agree that this Agreement is a commitment of Raymondville ISD's, current revenue only.

66. **TERMINATION OF CONTRACT:** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by either party in whole or in part in the event of the other party's

substantial failure to fulfill its obligations under this agreement through no fault of the terminating party. The defaulting parting must provide written notification of the default and intent to terminate within a minimum of ten (10) business days. At Raymondville ISD's option, and in addition to any other remedies it may have available, Raymondville ISD reserves the right to terminate the Agreement if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:

a. Default in the payment of any fees, including timely remittance of Service Fee due;
b. Continuous delivery of product that fails to meet the specifications;
c. Continuous delivery of product that is defective or fails to pass product inspection;
d. Continuous delivery of product substitutions, except as specifically authorized;
e. Continuous failure to meet required delivery schedules;
f. Continuous failure to timely supply the awarded products or services at the contract price;
g. Failure to provide, within a reasonable time and where required by the Agreement, information reasonably requested by Raymondville ISD including, but not limited to, information requested of these Terms and Conditions
h. Selling non-awarded goods or services to Raymondville ISD under this Agreement;
i. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to Raymondville ISD unless caused by a Force Majeure event.
j. Other non-performance in accordance with this Agreement and/or the procurement solicitation. Vendor agrees that Raymondville ISD shall not be liable for damages in the event that Raymondville ISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by Raymondville ISD and accepted by Vendor shall survive the expiration or termination of this Contract.

67. **BREACH OF CONTRACT:** In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, Raymondville ISD reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of Raymondville ISD. Raymondville ISD may exercise any or all of the following rights:
    a. Raymondville ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
    b. Raymondville ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
    c. Raymondville ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Raymondville ISD.
    d. In such event, the Raymondville ISD may charge the successful bidder the difference for any additional cost of such bid item.

68. **IN THE EVENT OF DEFAULT:** In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Raymondville ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Raymondville ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

69. **SEVERABILITY:** In the event that any one or more of the provisions contained in the Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

70. **REPRESENTATION:** The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Raymondville ISD determines, in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Raymondville ISD, Raymondville ISD may on ten (10) days' notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by Raymondville ISD for the unexpired term of the Agreement.

71. **WAIVER:** No claim or right arising out of a breach of a contract award can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of a

contract award does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

72. **PACKAGING/CONDITION:** Unless otherwise indicated, items will be new, unused and in excellent condition and delivered in containers suitable for damage-free shipment and storage. Raymondville Independent School District will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense. If refurbished products are being offered it must be clearly stated in proposal. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

73. **WARRANTY:** All goods and/or services provided under this Agreement by the Vendor 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 Raymondville ISD's, acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacturer's warranty is less than the required period, the Vendor shall warrant to goods and/or services to the full extent as provided by the Vendor/manufacturer. Raymondville ISD, will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair Raymondville ISD's, rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by Raymondville ISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the 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 Agreement, the procurement solicitation, or Purchase Order.

74. **WARRANTY MAINTENANCE AGREEMENT:** Any information regarding warranties and/or maintenance agreements pertaining to the goods and/or services in this solicitation shall be noted. The Vendor shall provide warranty information and/or company guarantees concerning the goods and/or services proposed. Goods and/or services that are found to be defective shall be replaced or fully repaired to the satisfaction of Raymondville ISD before payment is made.

75. **LIMITATION OF WARRANTY:** Vendor shall not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

76. **MANUFACTURER'S GUARANTEE:** A manufacturer's total satisfaction written guarantee shall be required, in accordance with Uniform Commercial Code (UCC), for the one-year Agreement term, with Raymondville ISD, reserving the right to have any item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specification. The items will then and after adequate time to remedy, be replaced without charge to Raymondville ISD's, satisfaction. This will be provided at no additional cost to Raymondville ISD, during the term of the contract.

77. **CRIMINAL HISTORY RECORD INFORMATION REVIEW – SB 9:** Prior to commencing any work under the Agreement, if Vendor contracts with Raymondville ISD, to provide services, Vendor must certify, on the form provided by the RISD that for each covered employee of Vendor who will have direct contact with students, Vendor 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 Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor 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 Raymondville ISD; Vendor 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 Vendor contracts with Raymondville ISD, to provide services; it does not apply to a contract for the purchase of goods or real estate. Raymondville ISD require persons who enter on-site to first report to the front office/receptionist, and must be prepared to present a valid driver's license or another form of identification containing the person's

photograph issued by a governmental entity in accordance with SB 9, for clearance through the Raymondville ISD, security system. School districts could create electronic databases to store information about visitors to campuses. This information could be used only for school security and could not be sold or otherwise disseminated to a third party. Raymondville ISD may verify whether a visitor is a sex offender registered with the computerized central database maintained by the Texas Department of Public Safety as provided by Article 62.005, Code of Criminal Procedure, or any other database accessible by the Raymondville ISD. Additionally, Raymondville ISD may require fingerprinting and criminal background checks for persons who enter a campus when required by local policy.

78. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) – MINORITY & WOMEN'S BUSINESS ENTERPRISE (MWBE), SMALL BUSINESS ENTERPRISE (SBE), AND LABOR SURPLUS AREA (LSA) FIRM PARTICIPATION:** Per 2 CFR §200.321 contracting with MWBE, SBE, and LSA firms both as prime and subcontractors is encouraged.
    a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
    b. Affirmative steps must include:
        i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
        iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
        v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
        vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

    The prime contractor must take the affirmative steps outlined above. It will be the responsibility of the prime contractor to pre-qualify and subcontractors offered as Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firm participants. These entities must meet the same minimum standards and requirements as the prime contractor. Some cooperative members have specific goals for subcontracting requirements and will require that a plan be attached to meet their goals. Proposers shall indicate on their submitted proposals whether or not they are a Small and Minority Business, Women's Business Enterprise, or Labor Surplus Area Firm and with whom they are certified, e.g. City, State, Federal, and include a copy of the certificate(s)/documentation with the proposal response, this includes Historically Underutilized Business (HUB) Certificates issued by the Texas Comptroller of Public Accounts, or State equivalent. **If applicable, Vendors MUST attest to certification, and a copy of the certificate(s)/documentation Attached to the RFP response.**

79. **PROTEST PROCEDURES:** The RISD maintains protest procedures to handle and resolve disputes relating to procurements made with Federal funds and, in all instances, discloses information regarding the protest to TEA or other awarding agency. 2 CFR §200.318(k). The protestor must exhaust all administrative remedies with the RISD before pursuing a protest with a Federal agency. Reviews of protest by Raymondville ISD will be limited to:
    a. Violations of Federal law or regulations and procurement standards established by Federal regulations (violations of State or local law will be under the jurisdiction of State or local authorities)
    b. Violations of the Contractor's or subcontractor's protest procedures for failure to review a complaint or protest

    The Chief Financial Officer for the RISD is the primary office responsible for handling and coordinating any disputes relating to procurements. In the event of a timely protest, the Purchasing Department shall take any action reasonably necessary to resolve a protest of an aggrieved bidder/offer concerning procurement. The Purchasing Department shall promptly issue a determination to the protester which states the reasons for action taken, and inform the protester of the right to appeal to the Chief Financial Officer for Business, Operations and Finance Support. The Chief Financial Officer shall promptly issue a determination to the protester and inform the protestor of the right to appeal to the Superintendent. The Superintendent shall promptly issue a determination to the protestor and inform the protester of the right to appeal to the School Board. The purchasing Department shall also inform the granting agency, such as Texas Department of Education, Texas Department of Agriculture, or other granting agency of the protest for their own review and determination.

81. **COPYRIGHT:** All contracts paid from State or Federal grants administered by a State or Federal agency must retain copyright for the State and Federal government (if a Federally funded contract) unless otherwise negotiated in writing with the State or Federal Agency Pursuant to the provisions in 2 CFR §200.315, title to intangible property vets the Raymondville ISD, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Vendor agrees to protect the Raymondville ISD, from any claim involving infringement of patents or copyrights.

82. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn prior to the specified deadline. Raymondville ISD has any responsibility for the re-submission of the Vendor's bid by the required proposal submission deadline.

83. **TIE PROPOSAL:** In case of tie proposals, the award will be made in accordance with Local Government Code 271.901 and Government Code 2252.001 - 2252.004 (NON-RESIDENT BIDDERS). Consistent and continued tie bidding could cause rejection of the bids by Raymondville ISD and/or investigation for antitrust violations.

84. **GEOGRAHIC PREFERENCE:** As a general rule, Raymondville ISD, may not apply a geographic preference for procurement involving Federal funds as per 2 CFR §200.319(c). Raymondville ISD may include the criteria for local preference, but it does not place a value in the determination of the weighted value in order to meet both State and Federal laws. However, Raymondville ISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 7 CFR §210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), and 226 (Child and Adult Care Food Program).

85. **DOMESTIC PREFERENCES FOR PROCUREMENTS:** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. See 2 CFR §200.322.

86. **EVALUATION OF PROPOSALS:** A committee of Raymondville ISD employees will review and evaluate proposals and make a recommendation to the Raymondville ISD School Board. Raymondville ISD, will base a recommendation for contract/agreement award on the published evaluation criteria. Award will be made to the best responsive, responsible offer, price and other factors considered. To be considered for an award, a Proposal Response must be considered "Acceptable". The considerations to award the contract are specified under Evaluation Criteria. Raymondville ISD, reserve the right to conduct any test, evaluation, or comparisons it deems necessary to complete the evaluation process.

87. **COMPETITIVE RANGE:** It may be necessary for Raymondville ISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

88. **SOLE SOURCE/NON-COMPETITIVE PROPOSALS:** In order to be qualified as a Sole Source Vendor, a proposer must meet the requirements of Texas Education Code §44.031(j) Sole Source, as described below. Selected purchases may be exempt from competitive procurement, if they meet the established criteria for a sole source purchase:
    88.1 Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process, or monopoly;
    88.2 Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or captive replacement part or component for equipment
    88.3 Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of $15,000.

    With regard to Federal funds, per 2 CFR §200.320(f), procurement by non-competitive proposals is defined as procurement through solicitation of a proposal from only one (1) source and may be used only when the following circumstances apply:

    88.4 The item is available only from a single source;

88.5 The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

88.6 The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

88.7 After solicitation of a number of sources, competition is determined inadequate.

It is incumbent upon the Raymondville ISD to obtain and retain documents from the proposer which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with Raymondville ISD as a Sole Source Vendor, Raymondville ISD must receive a notarized Sole Source Affidavit along with proof of the company qualifying as a sole source. Please mail this information to: Raymondville ISD, Attn: Purchasing Department, 419 FM 3168, and Raymondville, Texas 78580. Raymondville ISD reserves the right to decide if your company is a qualified Sole Source Vendor.

89. **CONTRACTS INVOLVING FEDERAL FUNDS:** Raymondville ISD intends to competitively procure each contract awarded by Raymondville ISD under §44.031 of the Texas Education Code and intends to comply with **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** 2 CFR § 200.318-327, for every procurement action. To comply with 2 CFR § 200.318-327, Raymondville ISD will make an independent estimate of the value of goods or services in the current market before receiving bids or proposals. After Raymondville ISD receives bids and proposals, but before awarding a contract, Raymondville ISD will also conduct a price or cost analysis and document its findings.

90. **OTHER CONTRACT PROVISIONS:** In addition to other provisions required by the Federal agency or non-Federal entity, all Vendors (contractors and subcontractors) shall be in compliance with the following Contract Provisions for Non-Federal Entity Contracts Under Federal Award, as applicable:

90.1 **Intangible Property** 2 CFR § 200.315: All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a Federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vets the Raymondville ISD, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

90.2 **Contracts more than $150,000**, the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

90.3 All contracts in excess of $10,000 must address **termination for cause and for convenience** by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

90.4 **Equal Employment Opportunity**, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

90.5 **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.

90.6 **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a

provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

90.7 **Rights to Inventions** Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Requires all contractors to observe all applicable patent rights, copyright, and rights laws.

90.8 **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

90.9 **Compliance with Energy Policy and Conservation Act:** When Federal funds are expended by Raymondville ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

90.10 **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR part 180) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Excluded Parties can be reviewed at https://www.sam.gov/SAM/.

90.11 **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)) Lobbying Certification and Disclosure of Lobbying: contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

90.12 **Procurement of Recovered Materials** 2 CFR § 200.322: a non-Federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines, requires contractors to maximize energy and resource recovery by using recycled materials and/or recycling wastes products when reasonable, cost appropriate, and available.

90.13 **Contract Cost and Price:** The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. The non-Federal entity must negotiate **profit as a separate element of the price** for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be

performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used. See 2 CFR 200.324.

90.14 **Copeland "anti-kickback" Act** (29 CFR, Part 3) regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c). Applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. Intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The Act details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

90.15 **Employment Verification:** U.S. law (FAR 22.18) requires, as applicable, a condition for the award of any Federal contract at $150,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

90.16 **Access** by Raymondville ISD the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

90.17 **Prohibition on certain telecommunications and video surveillance services or equipment:** recipients and sub recipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities): (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471

91. **REGISTER FOR GOVERNMENT CONTRACTING:** Follow these steps to certify your business and obtain the registrations required to begin bidding on government proposals:

91.1 **Obtain a D-U-N-S Number:** Your Company will need to obtain a Dun & Bradstreet D-U-N-S® Number. This is a unique nine-digit identification number for each physical location of your business. The assignment of a D-U-N-S Number is free for all businesses required to register for Federal contracts or grants. Visit the D-U-N-S Request Service to register or read a quick overview here

91.2 **Register your Business with the System of Award Management (SAM)**: If your company wants to successfully pursue a contract, it is essential that your business registers in the Federal government's vendor database; registration is free. This registration is sometimes referred to as "self-certifying" your

small business. Federal Acquisitions Regulations (FAR) require all prospective vendors to be registered in SAM prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Access SAM at https://www.sam.gov/SAM/. Using SAM you will be able to register your business size and socio-economic status while completing the required solicitation clauses and certification. By completing your required solicitation clauses and certifications you certify that the information provided about your company and its business activities are correct. The certification information that you will be asked on SAM is explained in the Federal Acquisitions Regulations, Section 52.212-3

91.3 **NAICS Codes:** You may also find that you need a North American Industry Classification System (NAICS) code for administrative, contracting and tax purposes. The code classifies the economic sector, industry and country of your business. For Raymondville ISD Federal contracting purposes, you will need to identify in SAM all the NAICS codes (industries) applicable to your business. Read Identifying Industry Codes for more information.

91.4 **Obtain Past Performance Evaluations:** Businesses interested in contracts should obtain an Open Ratings, Inc. Past Performance Evaluation. Open Ratings, a Dun & Bradstreet Company, conducts an independent audit of customer references and calculates a rating based upon a statistical analysis of various performance data and survey responses. While some GSA Schedule solicitations contain the form to request an Open Ratings Past Performance Evaluation, vendors may also submit an online request directly to Open Ratings.

91.5 **For free assistance: Contact the Association of Procurement Technical Assistance Centers at www.aptac-us.org, or call 615-268-6644.**

92. **ERRORS AND OMISSIONS:** Due care and diligence have been used in the preparation of the specifications and information contained in the solicitation and is believed to be sustainably correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the respondent. Raymondville ISD will not be responsible for any errors and omissions in the specifications nor the failure on the part of the Vendor to determine the full extent of the conditions, requirements and specifications before submitting a proposal. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulation make allowance for errors of omission or commission of the part of the Vendor.

93. **ENTIRE AGREEMENT:** This Agreement, the procurement solicitation issued by Raymondville ISD, and Vendor's proposal submitted in response to Raymondville ISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. Vendor must comply with all terms and conditions contained in this procurement solicitation. Vendor must comply with all applicable Federal, State, county, and local laws concerning the goods and/or services contained in this procurement solicitation.

94. **QUESTIONS:** A Pre-Bid meeting scheduled is not mandatory, it is highly recommended. Questions/clarifications regarding this RFP must be submitted in writing. Questions/clarifications regarding this RFP will not be answered by phone or email. It is the Respondent's responsibility to view the webpage regularly, or prior to submitting a response, to view any response(s) to question(s) issued for this solicitation.

95. **NONDISCRIMINATION STATEMENT:** In accordance with Federal law this institution does not unlawfully discriminate on the basis of ancestry, race, color, ethnicity, religion or creed, sex or gender, gender identity*, gender expression, genetic information, national origin, immigration status (unless restricted by State or Federal laws and regulations), age, height, weight, marital status, familial status, pregnancy, handicap/disability, sexual orientation, military or veteran status, or any other characteristic protected by Federal or State law in employment or the provision of services. Raymondville ISD provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.

* Gender Identity means an individual's actual or perceived gender, which includes transgender and gender fluid, and also takes into account an individual's self-image, appearance, expression, or behavior, whether or not that self-image, appearance, expression, or behavior is different from that traditionally associated with the individual's sex assigned at birth.

To file a complaint of discrimination, write the United States Equal Employment Opportunity Commission, San Antonio Field Office, Legacy Oaks Building A, 5410 Fredericksburg Road, Suite 200, San Antonio, TX 78229-3550 or call (800) 669-4000 (toll free), (800) 699-6820 (TTY) or (844) 234-5122 (American Sign Language Video) during regular office.

This institution is an equal opportunity provider.

RAYMONDVILLE ISD

VENDOR AFFIDAVITS AND CERTIFICATIONS Electric

Gate Installation, Repairs and Maintenance District

WIDE RFP 26-018

DUE: Fri. October 30th, 2026 by 3:00 pm. CST

CERTIFICATION OF RESIDENCY

The State of Texas has a law concerning non-resident Vendors and makes it necessary for Raymondville ISD to determine the residency of its Vendors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A, http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm. In part, this law reads as follows:

Section 2252.001

a. A 'nonresident bidder' refers to a person who is not a resident.
b. A 'resident bidder' refers to a person whose principal place of business is in this State [Texas]; including a contractor whose ultimate parent company or majority owner has its principal place of business in this State [Texas].

If your company's principal location is out of state and you are claiming "Resident Bidder" status, does your company employ 500 or more persons within the State of Texas?

☐ Yes
☐ No

Section 2252.002

Award of Contract to a nonresident bidder: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

a. the state in which the nonresident's principal place of business is located; or
b. a state in which the nonresident is a resident manufacturer.

City and state of Vendor's principal place of business: _____

Proposer Certification (Resident Bidder):

☐ **I certify my company is a "Resident Bidder" (Initial: _____)**
☐ **I certify my company is a "Nonresident Bidder" (Initial: _____)**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal.

☐ **I certify my company is a Historically Underutilized Business (HUB) in the following category (check all that apply) (Initial: _____):**

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Small Business**
- ☐ **Labor Surplus Area Firm**

Attach copy of HUB or applicable certification(s)

☐ **I certify my company is NOT a Historically Underutilized Business (HUB) (Initial: _____)**

ANTITRUST CERTIFICATION STATEMENT

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any Federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Proposer Certification (Antitrust Certification Statement):

- ❑ **YES, I agree to the above.** (Initial: _____)
- ❑ **NO, I do NOT agree to the above.** (Initial: _____)

AFFIDAVIT OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. **Select applicable certification:**

☐ The undersigned signatories each certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the undersigned signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. **NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement, note "N/A" below.**

Printed Name	Ownership (by %)	Signature

☐ The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

Printed Name	Signature

FELONY CONVICTION NOTIFICATION

Pursuant to Texas Education Code, Section 44.034 Notification of Criminal History of Contractor, Subsection (a) "a person of business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented in the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) states, "this notice does not apply to a publicly held corporation."

Select one:

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable;
☐ My firm is not owned nor operated by anyone who has been convicted of a felony;
☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name(s) of Felon:	Details of Conviction(s): Attach additional pages if necessary

ENTITIES THAT BOYCOTT ISRAEL (TEXAS GOVERNMENT CODE §2271.002)

Vendor herby certifies that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. This section applies only to a contract that: (a) is between a governmental entity and a company with ten (10) or more full-time employees; and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. The term "Boycott Israel" means refusing to deal with, terminating business activities 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. If circumstances relevant to this provision change during the course of the agreement, Vendor shall promptly notify Raymondville ISD.

Proposer Certification (Entities That Boycott Israel)

❑ **YES, I agree to the above.** (Initial: _____)
❑ **NO, I do NOT agree to the above.** (Initial: _____)

State here any facts that make Vendor exempt from the above boycott certification:

_____

FOREIGN TERRORIST ORGANIZATIONS (TEXAS GOVERNMENT CODE §22521.152)

Vendor herby certifies that it does not engage in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

Proposer Certification (Foreign Terrorist Organizations)

❑ **YES, I agree to the above.** (Initial: _____)
❑ **NO, I do NOT agree to the above.** (Initial: _____)

PROHIBITED EMPLOYMENT ASSISTANCE (CHF LEGAL) 20 USC 7926

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Raymondville ISD or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Proposer Certification (Employment Assistance)

❑ **YES, I agree to the above.** (Initial: _____)
❑ **NO, I do NOT agree to the above.** (Initial: _____)

The following provisions are required and apply for any contract resulting from this procurement process, when Raymondville ISD expend Federal funds.

When Raymondville ISD seek to procure goods and services using funds under a Federal grant or contract, specific Federal laws, regulations, and requirements may apply in addition to those under State law. This document includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Proposers submitting proposals must complete this EDGAR Certification Form regarding Proposer's willingness and ability to comply with certain requirements which **may** be applicable to specific purchase by Raymondville ISD using Federal grant funds. Raymondville ISD may also require Proposers to enter into ancillary agreements, in addition to the Contract Terms and Conditions, to address the Raymondville ISD's specific contractual needs, including contract requirements for a procurement using Federal grants or contracts. For each of the items below, Proposer should certify Proposer's agreement and ability to comply, where applicable, by having Proposer's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. **If you fail to complete any item in this form, the Raymondville ISD will consider and may list the Proposer's response as "NO," the Proposer is unable or unwilling to comply.** A "NO" response to any of the items may, if applicable, impact the ability of Raymondville ISD to purchase from the Proposer using Federal funds.

(A) Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Proposer default are included in the Contract Terms and Conditions. Any Contract award will be subject to such Contract Terms and Conditions, as well as the Contract entered into between the cooperative member and Proposer which must be consistent with and protect the Cooperative member at least to the same extent as the Contract Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to the administrative, contractual, legal remedies for violation or breach of the Agreement, and providing sanctions and penalties which are included in the Contract Terms and Conditions.

Proposer Certification, Item A (Violation or Breach of Contract Terms):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(B) Termination for Cause or Convenience

Pursuant to Federal Rule (B) above, when Federal funds are expended by Raymondville ISD, Raymondville ISD, reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Raymondville ISD, also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Raymondville ISD, believes, in its sole discretion that it is in the best interest of Raymondville ISD, to do so. The vendor will be compensated for work performed and accepted and goods accepted by Raymondville ISD, as of the termination date if the contract is terminated for convenience of Raymondville ISD. Any award under this procurement process is not exclusive and Raymondville ISD, reserves the right to purchase goods and services from other vendors when it is in the best interest of Raymondville ISD.

Proposer Certification, Item B (Termination for Cause or Convenience):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Federal funds are expended on any Federally assisted construction contract, the equal opportunity clause is incorporated by reference herein, prohibits hiring practices that do not provide an equal opportunity of all persons without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Proposer Certification, Item C (Equal Employment Opportunity):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(D) Davis-Bacon Act

As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Federal funds are expended by Raymondville ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Proposer Certification, Item D (Davis-Bacon Act):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Federal funds are expended by Raymondville ISD, the vendor certifies that during the term of an award for all contracts by Raymondville ISD, resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Proposer Certification, Item E (Contract Work Hours and Safety Standards Act):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(F) Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that

"funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when Federal funds are expended by Raymondville ISD, the vendor certifies that during the term of an award for all contracts by Raymondville ISD, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above to observe all applicable patent rights, copyright, and rights laws.

Proposer Certification, Item F (Rights to Inventions Made Under a Contract or Agreement):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(G) Clean Air and Water Act and Federal Water Pollution Control Act

Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

To the extent that the Contract entered into as a result of this procurement exceeds the amount of $150,000, the Provisions regarding Proposer's obligations under these Acts are included in the Contract Terms and Conditions. Any Contract award will be subject to such Contract Terms and Conditions, as well as any Contract entered into between the cooperative member and Proposer which must be consistent with these provisions of the Contract Terms and Conditions.

When required by the value of the Agreement, Proposer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Proposer Certification, Item G (Clean Air Act and Federal Water Pollution Control Act):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(H) Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR part 180) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

1) Proposer certifies that neither it nor its principals: a) are not presently debarred, suspended proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft forgery bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph 1) b) of this certification; and d) have not with a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

3) Proposer further agrees to immediately provide written notice to Raymondville ISD if Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Raymondville ISD may rely upon a certification of a subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. This certification is a material representation of fact upon which reliance will be placed when the Raymondville ISD executes a purchase with regard to this Proposal. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to the other remedies available to the Raymondville ISD, the Raymondville ISD will be permitted to terminate the contract award for default by Proposer.

Proposer Certification, Item I (Debarment and Suspension):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

All Contractors that apply or bid for an award exceeding $100,000 must file the required Lobbying Certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, when Federal funds are expended by Raymondville ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Raymondville ISD, resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions: https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf,

(3) The Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(4) Proposer will file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Failure to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Proposer Certification, Item J (Byrd Anti-Lobbying Amendment):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(J) Procurement of Recovered Materials

Section 6002, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000, requires procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines, requires contractors to maximize energy and resource recovery by using recycled materials and/or recycling waste products when reasonable, cost appropriate, and available.

Proposer Certification, Item K (Procurement of Recovered Materials):

❑ **YES, I agree to the above.** (Initial: _____)

❑ **NO, I do NOT agree to the above.** (Initial: _____)

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The following is prohibited: a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities): (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of

the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471

Proposer Certification, Item K (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment):

- ❑ **YES, I agree to the above.** (Initial: _____)
- ❑ **NO, I do NOT agree to the above.** (Initial: _____)

(L) Domestic Preferences for Procurements

As applicable and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. See 2 CFR §200.322.

Proposer Certification, Item L (Domestic Preferences for Procurements):

- ❑ **YES, I agree to the above.** (Initial: _____)
- ❑ **NO, I do NOT agree to the above.** (Initial: _____)

EMPLOYMENT VERIFICATION
FAR 22.18

As applicable, and as a condition for the award of any Federal contract at $150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Proposer Certification, Employment Verification:

- ❑ **YES, I agree to the above.** (Initial: _____)
- ❑ **NO, I do NOT agree to the above.** (Initial: _____)

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333

When Federal funds are expended by Raymondville ISD, for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Proposer Certification, Record Retention Requirements:

- ❑ **YES, I agree to the above.** (Initial: _____)
- ❑ **NO, I do NOT agree to the above.** (Initial: _____)

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to the procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation, or other business or legal entity.

Proposer Certification, Compliance with Non-Collusion Statement:

- ❑ **YES, I agree to the above.** (Initial: _____)
- ❑ **NO, I do NOT agree to the above.** (Initial: _____)

FINANCIAL HEALTH AND STABILITY

Vendor certifies and agrees that _____ (company) has, or has immediate access to, sufficient resources to adequately service all potential business as it relates to this RFP.

Proposer Certification, Financial Health and Stability:

- ❑ **YES, I agree to the above.** (Initial: _____)
- ❑ **NO, I do NOT agree to the above.** (Initial: _____)

HEALTH AND SAFETY CERTIFICATES, LICENSING, AND REGULATION

Vendor certifies compliance with all applicable local, State and Federal health & safety certifications, licensing, or regulations, which include, but are not limited, to facility use, food establishment, and authorized providers. If applicable, this information must be provided with the proposal response or upon request.

Proposer Certification, Compliance with Health and Safety Certificates, Licensing and Regulation:

- ❑ **YES, I agree to the above.** (Initial: _____)
- ❑ **NO, I do NOT agree to the above.** (Initial: _____)

SIGNATURE AND DECLARATION OF COMPLIANCE

The undersigned Respondent has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and certifies that:

The Respondent entity named below; that is authorized to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s) he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent.

By signing this I have read the Request for Proposal on which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Proposal.

By signing and executing this proposal, I further certify on behalf of my organization and represent to Raymondville ISD that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Raymondville ISD concerning this proposal on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this proposal; the Respondent further certifies and represents that Respondent has not violated any State, Federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Raymondville ISD in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Raymondville ISD in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

Vendor agrees to comply with all Federal, State, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Phone #: _____

Fax #: _____

Email Address: _____

Corporate/Company Website: _____

DUNS #: _____

(If Firm is a Joint Venture, an authorized signature from a representative of each party is required):

Authorized Signature: _____

Printed Name: _____

Title: _____

[REQUIRED NOTARY FOR SIGNATURES ON NEXT PAGE]

ATTESTATION

My name is _____, my date of birth is, _____ and my address is

_____, _____, _____, _____
(Street) (City) (State) (Zip Code)

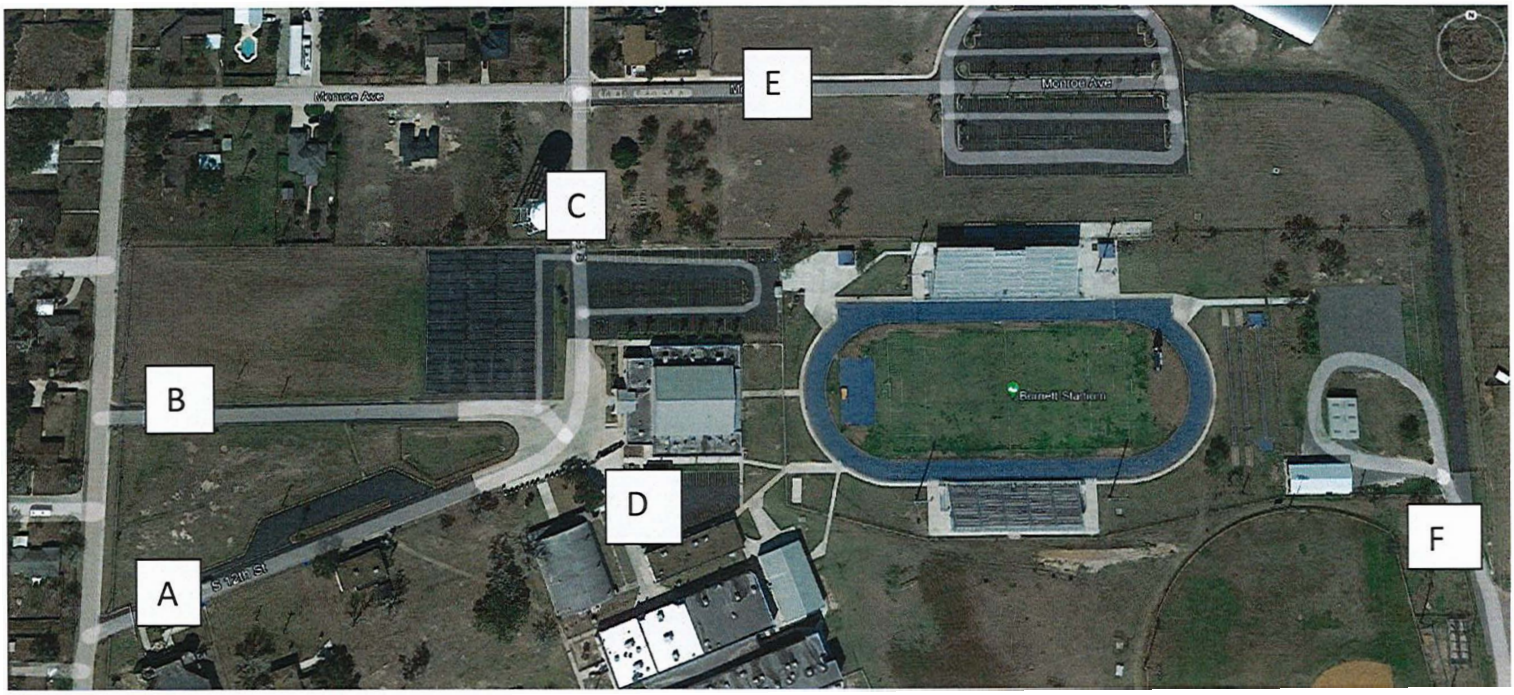
and _____. I declare under penalty of perjury that the foregoing is true and correct.
(Country)

Executed in _____ County, State of _____, on the ____ day of _____, _____
(Month) (Year)

_____
Declarant

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
Scope of Project
Electric Gate Installation, Repairs and Maintenance District WIDE
RFP 26-018

DUE: Fri. October 30th by 3:00 pm. CST



A : East Bound Bearkat Blvd Gate

B : West Bound Bearkat Blvd Gate

C: 12th Street/ Water Tower Gate

D : Field House Gate

E : MGMS / Monroe Gate

F: MGMS 15th Street X2 Swinging Gates

Each Liftmaster units shall include:

- 5 years parts warranty
- 1-year parts and labor warranty from contractor
- 12 remotes

Raymondville ISD Access Gates

- Raymondville ISD will be responsible for all electrical to every gate operator location.
- Does not include cellular module of internet drops for gates
- Proposal shall include all remove/ additional /cut existing fencing, modifications, installation, programming and calibration of the following:

A : East Bound Bearkat Blvd Gate

- X1 Liftmaster CSL24UL Slide Gate Opener
- Liftmaster PED42 Pedestal Black Pad Mount 42in
- Liftmaster KPW250 wireless keypad 250 code
- Loop - Exit includes asphalt cut loop wire Loop sealer
- Liftmaster LOOPDETLM Vehicle Safety Plug-In Loop Detector
- Liftmaster Fire Access Box with Micro Switch and Knox Key Switch Option | LIF-AFB120
- Modify Gate to accommodate Wheel Elite/Liftmaster 4" Groove Wheel for "V" Track
- Install V Track

B : West Bound Bearkat Blvd Gate

- X1 Liftmaster CSL24UL Slide Gate Opener
- Liftmaster PED42 Pedestal Black Pad Mount 42in
- Liftmaster KPW250 wireless keypad 250 code
- Loop - Exit includes asphalt cut loop wire Loop sealer
- Liftmaster LOOPDETLM Vehicle Safety Plug-In Loop Detector
- Liftmaster Fire Access Box with Micro Switch and Knox Key Switch Option | LIF-AFB120
- Modify Gate to accommodate Wheel Elite/Liftmaster 4" Groove Wheel for "V" Track
- Install V Track

C : 12th Street / Water Tower Gate

- X1 Liftmaster CSL24UL Slide Gate Opener
- Liftmaster PED42 Pedestal Black Pad Mount 42in
- Liftmaster KPW250 wireless keypad 250 code
- Loop - Exit includes asphalt cut loop wire Loop sealer
- Liftmaster LOOPDETLM Vehicle Safety Plug-In Loop Detector
- Liftmaster Fire Access Box with Micro Switch and Knox Key Switch Option | LIF-AFB120
- Modify Gate to accommodate Wheel Elite/Liftmaster 4" Groove Wheel for "V" Track
- Install V Track

Raymondville ISD Access Gates

D : Field House Gate

- X1 Liftmaster CSL24UL Slide Gate Opener
- Liftmaster PED42 Pedestal Black Pad Mount 42in
- Liftmaster KPW250 wireless keypad 250 code
- Loop - Exit includes asphalt cut loop wire Loop sealer
- Liftmaster LOOPDETLM Vehicle Safety Plug-In Loop Detector
- Liftmaster Fire Access Box with Micro Switch and Knox Key Switch Option | LIF-AFB120

E : MGMS / Monroe Gate

- X1 Liftmaster CSL24UL Slide Gate Opener
- Liftmaster PED42 Pedestal Black Pad Mount 42in
- Liftmaster KPW250 wireless keypad 250 code
- Loop - Exit includes asphalt cut loop wire Loop sealer
- Liftmaster LOOPDETLM Vehicle Safety Plug-In Loop Detector
- Liftmaster Fire Access Box with Micro Switch and Knox Key Switch Option | LIF-AFB120
- Modify Gate to accommodate Wheel Elite/Liftmaster 4" Groove Wheel for "V" Track
- Install V Track

F : MGMS 15th Street X2 Swinging Gates

- X2 Liftmaster CSW24UL Swing Gate Opener
- X2 Liftmaster PED42 Pedestal Black Pad Mount 42in
- X2 Liftmaster KPW250 wireless keypad 250 code
- Loop - Exit includes asphalt cut loop wire Loop sealer
- Liftmaster LOOPDETLM Vehicle Safety Plug-In Loop Detector
- Liftmaster Fire Access Box with Micro Switch and Knox Key Switch Option | LIF-AFB120

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT

419 FM 3168, Raymondville, Texas 78580 Phone: (956) 689-8175 ● FAX: (956) 689-8180 - Business Office

BID SPECIFICATIONS/PRICING SHEET
FOR: RFP# 26-018

	Unit	Description	Cost
1.	12 locations	LiftMaster CSW24UL-Remotes-Photocells-programing and calibration	**$**
2.	12	Operator Stands to include goosenecks	**$**
3.	12	Keypads that will hold a minimum of 250 codes	**$**
4.	24	Cutting to include wire loop for exits and asphalt sealer	**$**
5	26	Saw cutting of asphalt to accommodate concrete beam for the V groove rail	**$**
6.		Project will include rebar, concrete and all other materials to complete concrete beam	**$**
7.		All metals for the V Grove guided rail	**$**
8.		Emergency SOS entry device and or KNOX box	**$**
9.		Any and all other equipment needed to complete projects	**$**
10			**$**
11.			**$**
12.			**$**
13.			**$**
14.			**$**
15			**$**
16.			**$**
17.			**$**
18.			**$**
20.			**$**
21.			**$**
22.			**$**
23.			**$**
24.			**$**
25.			**$**
26.			**$**
27.			**$**
28.			**$**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295
Raymondville Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits RISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to RISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a "business entity," all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be filed with Raymondville Independent School District by including a copy of the completed/notarized form with the proposal response.
- RISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
- After RISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from RISD.

Instructions to Vendors:

1. **Read these instructions,**
2. **Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,**
3. **Register and complete Form 1295 online - include the proposal number and the contract/RFP name,**
4. **Print a copy of the submitted Form 1295 and have it notarized - it will have a certification # in the top right corner,**
5. **Include a copy of the completed, signed and notarized Form 1295 with the proposal response.**

Definitions:

- **Interested Party:** a person who:
  1) has controlling interest in a business entity with whom RISD contracts; or
  2) actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
  1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiation the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
  a) receives compensation from the business entity for the person's participation;
  b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  c) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

Resources:

Form 1295 Frequently Asked Questions:
- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:
- https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html

Instructional Video – How to Create a Certificate:
- https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

WWW.ETHICS.STATE.TX.US/FILINGINFO/1295/ MUST FILE ONLINE AT

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT

VENDOR DEBARMENT STATEMENT

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

_____

Name of Company (Please Type/Print)

_____

Mailing Address City State Zip

_____

Printed Name (Please Type/Print)

_____

Signature Title

_____ _____ _____

Telephone Number Fax Number Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT

BID SPECIFICATIONS
FOR: RFP #26-018

ACKNOWLEDGEMENT FORM

PLEASE MAKE SURE THAT YOU HAVE DONE THE FOLLOWING:

1. YOU MUST COMPLETE AND RETURN THE **FELONY CONVICTION NOTICE, TWO (2) AFFIDAVITS, VENDOR CERTIFICATION, FORM CIQ, FORM 1295** ____YES_____NO

2. YOU MUST INCLUDE INSURANCE WITH THE BID (IF REQUIRED) ____YES_____NO

3. YOU MUST INCLUDE ANY SAMPLES THAT ARE REQUIRED ____YES_____NO

4. YOU MUST INCLUDE ANY STATE CERTIFICATE OR LICENSE WITH THE BID (IF REQUIRED) ____YES_____NO

5. YOU MUST VERIFY UNIT PRICE TO TOTAL PRICE ____YES_____NO

6. **YOU MUST INCLUDE A W-9 IRS FORM** (Downloadable at www.raymondvilleisd.org) ____YES_____NO

7. IF YOUR COMPANY IS NOT BIDDING ON THIS BID/PROPOSAL. PLEASE STATE THE REASON.

_____

_____

Deviations from specifications if any: _____

_____

_____

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said bid. The signature below confirms that our company will enter into a binding contract with Raymondville I.S.D. for item(s) awarded to our company.

Company Name: _____ **Agent Name:** _____

Print Name: _____ **Authorized Signature:** _____

Address: _____ **City:** _____ **ST:** _____ **Zip Code:** _____

Telephone: (_____) _____ **Fax:** (____) _____ **E-mail:** _____

Federal Id#: _____ **and/or Social Security #:** _____

Address for Purchasing Order

_____

_____

_____

Address for Payment:

_____

_____

_____

Note: Please complete and submit this form with your bid or company will be disqualified.

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
NOTICE TO VENDORS, CONTRACTORS, AND SERVICE PROVIDERS
Senate Bill 12 Compliance Requirements
Texas Education Code §§11.005 and 28.0022

Raymondville Independent School District is providing this notice to its vendors, contractors, consultants, service providers, and other individuals or entities performing services at, for, or on behalf of the District regarding requirements established by Senate Bill 12 of the 89th Texas Legislature.

Under Texas Education Code §11.005, Raymondville ISD may not assign diversity, equity, and inclusion duties to any person and must prohibit District employees, contractors, and volunteers from engaging in prohibited diversity, equity, and inclusion duties at, for, or on behalf of the District, except as otherwise required by state or federal law.

Accordingly, contractors providing services to Raymondville ISD shall not intentionally or knowingly engage in, perform, or assign prohibited diversity, equity, and inclusion duties while providing services for the District.

Prohibited activities may include, except when necessary to comply with state or federal law:

- Influencing hiring or employment practices on the basis of race, sex, color, or ethnicity;

- Promoting differential treatment of, or providing special benefits to, individuals based on race, color, or ethnicity;

- Developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation in a manner prohibited by Texas Education Code §11.005; and

- Requiring, soliciting, or giving preferential consideration based on a diversity, equity, and inclusion statement.

Contractors involved in curriculum, instruction, professional development, student programming, training, or educational services must also ensure that their activities comply with applicable instructional requirements and prohibitions under Texas Education Code §28.0022.

Vendors and contractors are responsible for communicating these requirements to employees, agents, subcontractors, presenters, trainers, or other personnel who perform services at, for, or on behalf of Raymondville ISD.

Failure to comply with applicable state law or District policies may result in appropriate action under the terms of the applicable contract or agreement, including termination when authorized.

Questions regarding these requirements should be directed to the appropriate Raymondville ISD administrator before providing the service, training, program, or activity.

Jose Raul Valdez
Deputy Superintendent
Raymondville ISD