

RAYMONDVILLE INDEPENDENT SCHOOL
DISTRICT PURCHASING DEPARTMENT
419 FM 3168
Raymondville, Texas 78580

**RFP #21-019:
REQUEST FOR PROPOSALS
FOR
HVAC Supplies, Equipment & Services**

Andres Villalpando
RISD Purchasing Department
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**Submittal Deadline
March 10, 2021 by 3 p.m.**

Raymondville Independent School District (RISD) Solicitation

Solicitation # **21-019**

Due Date: **March 10, 2021**

**DUE NO LATER THAN 3:00 PM (CST)
LATE BIDS WILL NOT BE ACCEPTED**

Request for Proposal (RFP): HVAC Supplies, Equipment & Services

Raymondville Independent School District is receiving sealed proposals for **HVAC Supplies, Equipment & Services, RFP# 21-019**, as per the attached specifications. Proposals will be accepted in the Business Office, 419 FM 3168, Raymondville, TX 78580, until 3:00 pm, Wednesday, March 10, 2021. This will be a Multi- Award RFP.

It is not the policy of Raymondville Independent School District to purchase on the basis of low proposal alone; “Best Value” being the controlling factor. The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code 44.031(b).

All proposals shall include the cost of transportation to schools within Raymondville Independent School District, Raymondville, Texas. Any exceptions to or deviations from these conditions must be stated in writing at the time of the proposal opening.

Vendors must fill in all blank columns on items being proposed such as Vendors Brand Name and Number, Unit Price. The above information must be clear and concise. **This proposal form must be used, and all proposals are to be signed. Failure to follow these instructions could be cause for the proposal not to be accepted.**

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS CALL:

**Andres Villalpando Purchasing Coordinator
956-689-8175 x4129**

To ensure proper receipt of bid response, please include Company Name, Bid Number, and Bid Name on outside of the delivery envelope or package.

This Bid is a firm offer which shall be irrevocable and open for acceptance for 60 calendar days unless otherwise specified from the day set for submission of bids (30-day minimum is usually required for School Board Approval).

DISTRICT PROFILE

Raymondville ISD has an enrollment of approximate 2,087 students at two elementary schools, one middle school, one high schools and an alternative campus. With more than 360 faculty and staff, Raymondville ISD is the largest employer in the community. Our teachers are dedicated professionals whose commitment to excellence.

SPECIFICATIONS & CONDITIONS

1. Raymondville Independent School District ("RISD" or "District") requests sealed proposals for the purchase of **HVAC Supplies, Equipment & Services from April 13, 2021 to April 12, 2022**. The intent of this proposal is to offer RISD campuses and departments with a list of qualified and approved vendors from which they can purchase these goods and services. **This shall be a multi-award.**
2. This bid will cover a period of one year, beginning April 13, 2021 or date of award, whichever is sooner. **RISD reserves the right to extend this contract for two (2) additional one-year terms with the same terms and conditions if agreeable to both the District and vendor(s).** Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation offenses for multi-year contracts. The Board of Trustees of Raymondville Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
3. As required in Texas Education Code 44.031 (b) in determining to whom to award this contract, the District shall consider: the purchase price, the reputation of the vendor and vendor's goods or services, the quality of the vendor's goods or services, the extent to which the goods or services meet the district's needs, the vendor's past relationship with the district, the total long-term cost to the district to acquire the vendor's goods or services, ability to service our accounts with proper staff and insurance requirements, and any other relevant factor specifically listed in the request for bids or proposals.
4. The District must have your bid returned and on file in the Purchasing Department. Faxed or emailed copies will not be accepted. A copy of the W-9, the Conflict of Interest Form, Felony Conviction Notification/Suspension, Debarment Certification, House Bill 89, and Senate Bill 252 are required to be filled out, signed and submitted with the bid. Failure to comply with this requirement is grounds for bid rejection.
5. No quantities are guaranteed or implied. Items will be purchased on an as-needed basis.
6. It is the intent of the District to award this contract to multiple vendors, as may appear most advantageous to the district.
7. Bid information will be furnished to all campuses and departments. Ordering will involve all locations within Raymondville ISD and **all deliveries will be sent to RISD Warehouse 420 FM 3168, Raymondville, TX 78580.**
8. Freight will be prepaid by the vendor. Inside delivery is required.
9. Vendor **must** notify Purchasing Department, at 956-689-8175, immediately if items are placed on backorder, and before making substitutions. In the event that an awarded vendor and/or manufacturer cannot meet the delivery requirements, it will be the awarded vendor's responsibility to notify the purchaser about the delay as soon as possible. The vendor shall provide an expected delivery date, reason for the delay and an alternate product if one is available. If an awarded vendor ships items that do not comply with the general conditions of the bid or items specifications, such merchandise will not be accepted, and a call tag will need to be issued at the vendor's expense for the item to be returned.
10. Non-Performance: Vendor shall perform to the satisfaction of Raymondville Independent School District (District) and comply with the terms and conditions stated herein for the length of the service period. Non-compliance and/or unsatisfactory performance can result in termination of respective services with said vendor prior to the end of the service period given thirty (30) days written notice.
11. The percent of discount bid must remain the same throughout the contract period. Any manufacturer price increase during the contract period must be submitted to the Purchasing Manager for approval.
12. Raymondville Independent School District will apply the discount to the total amount of each purchase order.
13. Payment: Unless otherwise stated, payment terms will be net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later. **The Raymondville ISD purchase order number must be shown on all invoices.**
14. **Raymondville ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.**
15. RISD considers cash discounts or discounts for prompt payment when evaluating bids.
16. The District reserves the right to determine "equals", or whether an alternate is of equal quality. All District decisions are final.
17. Vendors capable of providing Contract Service to RISD will be required to submit SB-9 certification and background checks prior to start of any project.
18. Provisions in a contract with Raymondville ISD that call for, specify, or require that the contract entered into be automatically renewed are unacceptable. No such automatic renewal provisions will be agreed to by the Raymondville ISD.
19. A statement, provision, term, or condition of a contract with the Raymondville ISD that such contract will be governed by the laws of another state or another country is unacceptable. The Raymondville ISD requires that all contracts it enters into be subject to the laws of the State of Texas and that venue regarding any contract dispute is agreed to be in Willacy County, Texas.
20. RISD doesn't guarantee any products will be purchased from awarded vendors during the term of the contract.

Vendor Must Provide the Following Information:

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

1. Company's home office location is: _
2. Legal name of company: _____
3. Number of years in business: _____
4. Do you currently do business with Raymondville ISD? ☐ Yes ☐ No
5.
 - a. Is your principal place of business located in the State of Texas? ☐ Yes ☐ No
 - b. Does your business employ more than 500 people in the State of Texas? ☐ Yes ☐ No
6. Does your business have ecommerce (online ordering) capabilities? ☐ Yes ☐ No
7. Do you have any pending litigation? ☐ Yes ☐ No If yes, please attach a separate page explaining.
8. Is your company able to service RISD locations - Raymondville surrounding area?
☐ Yes ☐ No If no, explain exceptions _
9. Do you have experience working with other school districts in Texas? ☐ Yes ☐ No
10. Does your company accept purchase orders? ☐ Yes ☐ No
11. Did you provide a certificate of insurance with your response? ☐ Yes ☐ No
12. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? ☐ Yes ☐ No
13. Is this company a minority, or woman-owned business enterprise? ☐ Yes ☐ No
14. How did you hear about this bid opportunity? ☐ RISD e-mail ☐ Other: _
☐ Newspaper

PRICE DELIVERY INFORMATION

Company Name: _____

Sales/Service Representative Name and Contact Info: _____

Supplies/Equipment Description: _____

1. Please Choose (Check) One of The Following Methods:

A. () Percentage Discount Off List Price: _____ % Off

(Vendors may submit one discount, or a discount range, for example 0-20%)

B. () Supplies and Equipment Will Be Offered at Shelf Price (0.0% Discount).

2. Please Choose (Check) One of the Following Delivery Methods:

A. () Vendor Will Deliver Supplies at No Charge to RISD Warehouse

B. () Vendor Will Deliver and Add Freight Charges to final Invoice.

C. () Vendor Chooses Not to Deliver to RISD

In Addition to HVAC Supplies & Equipment, My Company can Furnish Various HVAC Services to RISD as Follows:

3. Service Description(s): _____

A. () Percentage Discount off Service List Price: _____ % off

(Vendor may submit one discount, or discount range, for example 0-20%)

Rate per hour: \$ _____ with discount

B. () Rate per hour: \$ _____ (0.0% Discount)

C. Tradesman/License? Yes: _____ No: _____

4. Does your company offer on-line catalog availability? Yes: _____ No: _____

Mandatory controls for Purchase Orders only

If yes, provide web site: _____

5. Do you have a walk-in (retail) store for will-call purchases? Yes: _____ No: _____

6. Our company can offer a discount of _____ % for shelf/catalog purchases.

All catalogs distributed to Raymondville ISD will be labeled on the cover with the applicable discount(s).

Define your company's return policy: _

EXCLUSIONS

If there are categories of supplies, equipment, and services that are not eligible for discount please indicate categories in the space provided below:

REFERENCES

Please provide at least three (3) references that have used your company for the same goods Raymondville ISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address.

Company Name:	Contact Name:
Telephone:	Email:
Address:	Brief Description of Business with Company:

Company Name:	Contact Name:
Telephone:	Email:
Address:	Brief Description of Business with Company:

Company Name:	Contact Name:
Telephone:	Email:
Address:	Brief Description of Business with Company:

MINIMAL ESSENTIAL COVENANTS

1. Raymondville Independent School District (RISD) considers cash discounts or discounts for prompt payment when evaluating bids.
2. When a brand name is used, it is for the purpose of establishing quality. Although certain manufacturer brand names and numbers may be specified, alternates will be considered. The bidder/proposer, by bidding an alternate, warrants that products being bid meet or exceed all stated specifications. When an alternate is bid, bidder/proposer must furnish complete and descriptive literature on item(s) bid. If an alternate is bid and descriptive literature is not included, the bid may be considered invalid and rejected.
3. The District reserves the right to **reject any and/or all bids** and to make awards on the individual items as they may appear to be most advantages to the District, to include award of different items to different vendors, and to waive all formalities in bidding.
4. The term "As Specified" or "A/S" will not be accepted. If bidding on a make or model other than specified, bidder/proposer is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.
5. The bid is a firm offer which shall be irrevocable and open for acceptance for 60 calendar days unless otherwise specified from the date set for submission of bids. A 30-day minimum is usually required for School Board approval.
6. Bids received after the due date and time specified **will not** be considered.
7. When a bid is not returned, the vendor's name is removed from the bidder list for this commodity.
8. Questions regarding this bid must be submitted to the Purchasing Manager for clarification.
9. Payment: Unless otherwise stated under "Discount Terms" on page 1, payment terms will be Net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later. **Raymondville ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.**
10. Bidder/proposer hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Raymondville ISD or its Board of Trustees.
11. Any contract resulting from this solicitation shall be construed under and in accordance with the laws of the State of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this solicitation shall be heard and determined in the City of Raymondville, Willacy County, Texas.
12. Renewal, if applicable, of resulting Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Raymondville Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
13. All expenses resulting from preparation and responding to this bid/proposal shall be the sole responsibility of the bidder/proposer and not reimbursable. This provision includes, but is not limited to, bid bonds, performance and payment bonds, reproduction (copy) services, etc.
14. All purchases made as a result of this solicitation shall be delivered FOB: Inside Delivery at no additional charge to the District.
15. Contact between bidders/proposers and District staff other than those in the Purchasing Department during the bidding process or evaluation process is prohibited. Any attempt by a bidder/proposer to contact District staff outside the Purchasing Department may result in disqualification.
16. A Vendor awarded a Contract as a result of this solicitation shall defend, indemnify, and save whole and harmless Raymondville Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Vendor or any agent, employee, subcontractor or supplier of Vendor in the execution or performance of this Contract. The Vendor shall also defend and indemnify the Raymondville Independent School District against claims by any subcontractor, supplier, laborer, material man or mechanic for payment for work or materials provided on behalf of the Vendor in the performance of the services contemplated herein, and all such claimants shall look solely to the Vendor and not Raymondville Independent School District for satisfaction of such claims.

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT

According to the Texas Education Code, Subchapter B, Section 44.031 (b), in determining to whom to award a contract, the district will consider the following:

	Selection Criteria	Percentage
1	The purchase price;	40
2	The reputation of the vendor and of the vendor's goods or services;	15
3	The quality of the vendor's goods or services;	15
4	The extent to which the goods or services meet the district's needs;	15
5	The vendor's past relationship with the district;	5
6	The impact on the ability of the district to comply with the laws and rules relating to historically underutilized business;	1
7	The total long-term cost to the district to acquire the vendor's goods or services;	9
	Total	100%



Raymondville Independent School District

419 FM 3168, Raymondville, Texas 78580

Phone: (956) 689-8175 • FAX: (956) 689-5869 – Business Office

AFFIDAVIT

State of Texas
County of Willacy

I, _____ (name) as a Trustee of the Raymondville I.S.D. Board of Trustees make this affidavit and hereby on oath of state the following; I, or a person related to me, have a substantial interest, in a business entity, as those terms are defined in Local Government code Sections 171.001-171.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decisions of the board or in a real property for which it is reasonably foreseeable that the board's action will have a special economic effect on the value of the property distinguishable from its effect on the public.

(_____ name and address of
Business
or description of property).

_____ I or name or relative and
relationship (have/has a substantial interest in this business entity or real property for the following
reason:

CHECK ALL THAT APPLY

- ☐ Ownership of 10 percent or more of the voting stock or shares of the business entity.
- ☐ Ownership of 10 percent or more the fair market value of the business entity.
- ☐ Ownership of \$5,000 or more of the fair market value of the business entity.
- ☐ Funds received from the business exceed 10 percent of (my, her, his) gross income for the previous year.
- ☐ Real property is involved and (I, he, she) (have, has) and equitable or Legal ownership with a fair market value of at least \$2,500.

Upon filing of this affidavit with the School Board's Secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Local Government Section 171.006

Signed this _____ day of _____, 20 ____

Signature of Official

Title

ACKNOWLEDGEMENT

State of Texas
County of Willacy

BEFORE ME, the undersigned authority, this day personally appeared

My commission expires: _____



Raymondville Independent School District

419 FM 3168, Raymondville, Texas 78580

Phone: (956) 689-8175 • FAX: (956) 689-5869 – Business Office

NON-COLLUSIVE AFFIDAVIT

The undersigned bidder, by signing and executing this BID certifies and represents to the Raymondville Independent School District that bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 11.07 (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 BID: the bidder also certifies and represents that the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this BID: the bidder certifies and represents that bidder has neither coerced nor attempted to influence the exercise of discretion by any offer, trustee, agent or employee of the Raymondville Independent School District concerning this BID on the basis of any consideration not authorized by law; the bidder also certifies and represents that bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this BID; the bidder further certifies and represents that bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that bidder will not in the future offer, confer, or agree to confer any pecuniary benefit of other thing of value of any officer, trustee, agent or employee of the Raymondville Independent School District in return for the person having exercised their person's official discretion, power or duty with respect to this BID; the bidder 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 Independent School District in connection with information regarding this BID, the submission of this BID, the award of this BID or the performance, delivery of sale pursuant to this BID.

Signature of Company Official: _____

Date: _____

Print Name: _____

Request for Taxpayer Identification Number and Certification

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

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

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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 ►
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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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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 the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract”.

This notice is not required of a Publicly Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _

Authorized Company Official's Name (Printed): _

Check one of the following and sign as appropriate.

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

☐ My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

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

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT

House Bill 89 Verification

I, _____ (Person name), the undersigned representative
of _____ / _____
(Company or Business name) (Company or Business address)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. ***"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and***
2. ***"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.***

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20 _____, personally appeared

_____ the above-named person, who after by me
being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT

SENATE BILL 252 CERTIFICATION

I, _____ the Undersigned, representative of

(company or business name)

located in _____, _____
(city) (state)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Raymondville Independent School District Purchasing Department.

Name of Company Representative (Print)

Title of Company Representative (Print)

Signature of Company Representative

Date

On this the _____ day of _____, 20 _____, personally appeared

_____ the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

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, or its cooperative members, 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 and/or its cooperative members 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 services, goods, or other property to be provided under the contract.

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 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

**RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
VENDOR CERTIFICATIONS**

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE

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. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section [231.006](#) of the Texas Family Code, to receive the specified grant, loan or payment, and 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. **NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by RISD for any contract resulting from this procurement process.

(A) 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 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.

Pursuant to Federal Rule (A) above, when federal funds are expended by RISD, RISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by RISD, RISD 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. RISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if RISD believes, in its sole discretion that it is in the best interest of RISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by RISD as of the termination date if the contract is terminated for convenience of RISD. Any award under this procurement process is not exclusive and RISD, reserves the right to

purchase goods and services from other vendors when it is in the best interest of RISD.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(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.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(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 subrecipient 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 RISD during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(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 RISD the vendor certifies that during the term of an award for all contracts by RISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(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 subrecipient 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 subrecipient 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 RISD the vendor certifies that during the term of an award for all contracts by RISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(G) 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 subgrants of amounts in excess of \$50,000 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 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by RISD the vendor certifies that during the term of an award for all contracts by RISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) 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 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.” 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by RISD the vendor certifies that during the term of an award for all contracts by RISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(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 (I) above, when federal funds are expended by RISD the vendor certifies that during the term and after the awarded term of an award for all contracts by RISD 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 undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$50,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**EMPLOYMENT VERIFICATION
FAR 22.18**

As applicable, and as a condition for the award of any Federal contract at \$50,000 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

When federal funds are expended by RISD 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 three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$50,000 OF FEDERAL FUNDS**

When federal funds are expended by RISD for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by RISD 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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 #: _____

CAGE #: _____

**RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

**BID SPECIFICATIONS
FOR: RFP #21-019**

ACKNOWLEDGEMENT FORM

PLEASE MAKE SURE THAT YOU HAVE DONE THE FOLLOWING:

1. YOU MUST COMPLETE AND RETURN THE **FELONY CONVICTION NOTICE, _____ YES _____ NO**
VENDOR CERTIFICATION, FORM CIQ, FORM 1295 AND
CERTIFICATE REGARDING TERRORIST

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 _____ YES _____ NO
WITH THE BID (IF REQUIRED)

5. YOU MUST VERIFY UNIT PRICE TO TOTAL PRICE _____ YES _____ NO

6. **YOU MUST INCLUDE A W-9 IRS FORM** _____ YES _____ NO
(Downloadable at www.raymondvilleisd.org)

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:

