

**RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

**BID SPECIFICATIONS FOR: PREVENTATIVE MAINTENANCE, SERVICE, REPAIR, PARTS  
AND INSPECTION FOR KITCHEN EQUIPMENT and  
COOLERS/FREEZERS/REFRIGERATION DISTRICT WIDE RFP #20-011**

Sealed bids will be received by the Raymondville Independent School District at **419 FM 3168, RAYMONDVILLE, TEXAS 78580-3351 (956) 689-8175 ext. 4129 for PREVENTATIVE MAINTENANCE, SERVICE, REPAIR, PARTS AND INSPECTION FOR KITCHEN EQUIPMENT AND COOLERS/FREEZERS/REFRIGERATION DISTRICT WIDE. The bid will be received until Thursday, December 12, 2019, 3:00 p.m.,** Central Standard Time (CST). **Bids received after this time will not be considered.** Interested bidders may obtain specifications and information for bidding at the **R.I.S.D. Business Office** or at **[www.raymondvilleisd.org](http://www.raymondvilleisd.org)**. Please mark your envelope plainly: **“Preventative Maintenance, Service, Repair, Parts and Inspection for Kitchen Equipment and Coolers/Freezers/Refrigeration District Wide, RFP #20-011, due date: Thursday, December 12, 2019, at 3:00 p.m.**

1. **BID OPENING:** Bidders are invited to attend the bid opening at the Business Office on **Thursday, December 12, 2019, at 3:05 p.m.,** Central Standard Time (CST) at which time the bids will be opened. Bidder's presence is not mandatory.
2. **BID SUBMISSION:** Bids should be submitted on this form and continued on any attached list(s) of bid items and submitted in a sealed envelope. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title, bid number and date to be opened. **The District will not be held responsible for missing, lost or late mail. Raymondville Independent School District WILL NOT ACCEPT ANY FACSIMILE (FAX) ON SEALED BIDS.**
3. **TENTATIVE AWARD DATE:** **January 14, 2020.**
4. **TERM OF BID:** Bid will be valid for a twelve (12) month period following the School Board award date, with an extending option of up to six (6) months after the bid expiration date. Extensions will be done in writing and will be submitted for School Board approval as needed and only after mutual agreement between the District and the awarded vendors.
5. **QUANTITIES:** Raymondville Independent School District reserves the right to increase or decrease the number of units of each item on the basis of the unit price quoted, unless to do so will increase unit bid. In bid, stipulate whether the increase or decrease will affect bid price. **The bid prices will remain firm for twelve (12) months from date of Board Approval, unless otherwise stipulated.**
6. **ITEM DESCRIPTION:** Bidders shall submit complete data on each item contained in the bid. Such data shall show and identify, by manufacture's number, (catalog) or other illustrations, the brand and model on which the bid is based and so marked as to be identified with the bid item. **FAILURE TO SUBMIT THE ABOVE INFORMATION WITH SEALED BID WILL DISQUALIFY BID.**
7. **CASH DISCOUNTS:** The Raymondville Independent School District considers cash discounts or discounts for prompt payment when evaluating bids.

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8. **PURCHASE ORDERS:** The District is not responsible for orders placed by individuals, without an appropriate purchase order issued by the Raymondville I.S.D. The District will not make cash advances to the awarded vendors. Payment will be promptly made after all goods have been received and all services have been rendered by the awarded vendors.
9. **VENDOR REPRESENTATIVE:** The successful vendor agrees to send a personal representative with binding authority for the company to the district upon request to make adjustments and/or assist with coordination of all transactions as needed.
10. **QUALITY OF PRODUCTS:** If applicable, all items must be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the bid. **No Substitutions in standard grades or lesser quality will be accepted.**
11. **DETERMINING FACTORS FOR AWARD:** Bidders net price on bid items, stock availability, and reputation of brand names offered, and reputation and location of the bidder. Information must be made available upon request.
12. **PRICING:** Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.
13. **SIGNING OF BID:** Failure to manually sign bid will disqualify if person signing bid should show title or authority to bind their firm to a contract.
14. **TAXES:** The district is exempt from Federal Excise Tax, State Tax and Local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.
15. **OR EQUAL:** Any catalog, brand name or manufacturer's reference used in the bid request is descriptive - not restrictive - it is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bid must show manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the bid. If bidder takes no exception to specifications of reference data, brand names, models, etc. as specified, must be furnished.
16. **SAMPLES:** When requested, must be furnished within five working days of the request at no cost to the district. If not destroyed in examination they will be returned to the bidder on request at the vendor's expense.
17. **EEOC GUIDELINES:** During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping condition.

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18. **AS NEEDED BASIS:** Quantities shown are estimates only. They are based on prior yearly usage. Items are to be ordered “as needed” over a period of 1 year.
19. **QUESTIONS ON SPECIFICATIONS:** All questions regarding bid specifications must be addressed (7) seven days prior to bid submission.
20. The Raymondville Independent School District has the right to reject or rebid if only one bid/proposal is received by “submission date” or extend the submission date by an additional two (2) weeks.
21. **RECORDS PERTAINING TO THIS BID:** Vendor must submit a public information request form through public information department. Phone number (956) 689-8175
22. **CONTACT WITH BUYER:** The Proposer/Bidder should be advised that all end users or Board Member may not communicate with any potential Proposer/Bidder and may only communicate with the designated buyer on any matter related to the proposal /bid. This includes technical questions on the Scope of Work. The buyer will not respond to technical question until first contacting an end user for input and concurrence and then submit an addendum to all potential Proposer/Bidder. A Proposer/Bidder should not contact any end user directly and should refer all questions in writing to the designated buyer. Continued non-compliance of the requirement is ground for rejection of the proposal/bid.
23. **ETHICS & CONDUCT:** No person shall participate or assume a responsibility in the implementation and execution of this procedure including, but not limited to, the evaluation of proposal/bids and selection of contractors, when such participation of proposals/bid and selection of contractors, when such participation constitutes a conflict of interest as defined by law.
24. **CRIMINAL BACKGROUND CHECKS:** Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors and volunteers of the Provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.
25. **WEBSITE DISCLAIMER:** All solicitation postings on RISD website are provided as an added public service and are not intended for official use. Every effort has been made to provide specifications that are up to date, but information provided herein may change without notice or further posting. Any information provided here is subject to revision at any time and is reproduced from official documents of the Purchasing Department,
26. **FIRM PRICE WITH ESCLATION:** Price bid may be increased according to the terms listed:

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1. Based in Consumer Price Index, Producers Price Index, or other index approved by RISD purchasing office.

The vendor must submit a written request for price increase to RISD purchasing office within 15 days of the affected price increase. The request must be address to the appropriate assigned to manage the procurement.

**Note: Vendors shall not delay or stop deliveries pending price change approval.** Price increase requests shall be supported by the appropriate index documentation from an independent and industry accepted market report.

A price increase from your supplier alone is not sufficient documentation. RISD will respond within 15 calendar days of the request receipt date by 1) granting the request; 2) reassigning the items(s) to another awarded vendor, 3) re-bidding the items(s); or taking any other action deemed in the best interest to RISD. Price decreases will be accepted at any time during the contract period.

Title allowable percent increase change shall be calculated as follows:  
 $(B-A)/A \times 100\% = \text{Percent of allowable price increase}$

A= Index from the month of the original bid or the month of the last approval price increase  
B= Current and/or latest baseline index

The resulting percent shall be rounded to the nearest one-hundredth of one percent and shall be the maximum adjustment permitted. The Consumer Price Index (CPI) or Producer Price Index (PPI) used will be for the industry of the specific items listed in the bid. At the sale discretion of RISD, multiple CPI's or PPI's may be used for various items in the same bid.

The Raymondville Independent School District reserves the right to reject any/or all bids and to make awards as they may appear to be advantageous to the School District, to hold bid for 120 days from submission date with out action, and to waive all formalities in bidding. The bidder must indicate "all or none" in the bid if the above-stated condition is not acceptable.

**Vendor must provide Federal Identification Number and/or Social Security Number in order to be considered as a qualified vendor.**

The **PREVENTATIVE MAINTENANCE, SERVICE, REPAIR, PARTS AND INSPECTION FOR KITCHEN EQUIPMENT DISTRICT WIDE** shall be **delivered FOB Raymondville Independent School District, Raymondville, Texas 78580**. A contract for the **PREVENTATIVE MAINTENANCE, SERVICE, REPAIR, PARTS AND INSPECTION FOR KITCHEN EQUIPMENT DISTRICT WIDE** will be placed into effect by means of a purchase order issued by the District after tabulation and final approval by the Board of Trustees.

**Mr. Andres Villalpando  
Purchasing Agent  
Raymondville Independent School District**

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|   | <b>Selection Criteria</b>                                                                                                    | <b>Percentage</b> |
|---|------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 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                 |
|   | <b>Total</b>                                                                                                                 | <b>100%</b>       |

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| Item # | Item Description                               | Percentage Discount/Price on<br>Repair Services | Percentage Discount/Price on<br>Parts | Vendor |
|--------|------------------------------------------------|-------------------------------------------------|---------------------------------------|--------|
| 1.     | Walk in cooler and freezer accessories         |                                                 |                                       |        |
| 2.     | Outside walk in cooler and freezer accessories |                                                 |                                       |        |
| 3.     | Automatic Food slicer and accessories          |                                                 |                                       |        |
| 4.     | 60 & 20 Qt. mixers/repairs/accessories         |                                                 |                                       |        |
| 5.     | Conventional ovens &<br>Accessories            |                                                 |                                       |        |
| 6.     | Steamer w/stand and accessories                |                                                 |                                       |        |
| 7.     | Ice Maker                                      |                                                 |                                       |        |
| 8.     | Milk box                                       |                                                 |                                       |        |
| 9.     | Table top refrigerated unit                    |                                                 |                                       |        |
| 10.    | Pass-thru hot food cabinets                    |                                                 |                                       |        |
| 11.    | Pass-thru cold food cabinets                   |                                                 |                                       |        |
| 12.    | Ice cream Freezer                              |                                                 |                                       |        |
| 13.    | Grill Top Oven                                 |                                                 |                                       |        |

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|     |                                                            |  |  |  |
|-----|------------------------------------------------------------|--|--|--|
| 14. | Roll Through Refrigerated and warming cabinets/accessories |  |  |  |
| 15. | 40 & 23 Gallon Braisers & accessories                      |  |  |  |
| 16. | Vertical cutter mixer and accessories                      |  |  |  |
| 17. | Jacketed kettle                                            |  |  |  |
| 18. | Griddle                                                    |  |  |  |
| 19. | Exhaust System/Hooded Vents                                |  |  |  |
| 20. | Hydro Treatment Water System                               |  |  |  |
| 21. | Air Condition Service and Repair                           |  |  |  |
| 22. | Other Kitchen Related Equipment                            |  |  |  |

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***Preventative Maintenance Service***

*Submit price quote on preventative maintenance to be conducted 3 times a year at each campus. PM to include all items from 1-13 listed on page 6. PM will include applying oil to kitchen equipment, clean vents, change filters, drain pans, drain lines and cleaned, check amperage loads on compressors and motors, test performed on low and high pressure switches, contact systems will be inspected, coils to be cleaned and any other relevant PM service not already included in this section.*

- *Vendor shall log in with the kitchen staff upon arrival and departure for all services provide in the kitchen department.*
- *The District's daily hourly log must match the vendor's invoice for payment.*
- *On the invoice, the vendor must provide the labor hours of work performed on preventative maintenance equipment*
- *Service must be completed during the hours of 2:00 p.m. and 5:00 p.m. weekdays.*

*Hourly rate on preventative maintenance for line items 1-13 on page 6&7,           \$\_\_\_\_\_ hr.*

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*Need a price or quote on the following services*

**Kitchen Maintenance**

**Annual Kitchen Fire extinguisher inspection and repair**

- |                                            |          |
|--------------------------------------------|----------|
| 1. Replace and recharge fire extinguishers | \$ _____ |
| 2. Replace extinguisher cabinets as needed | \$ _____ |

**Service Fire Alarm Systems and repair**

- |                     |          |
|---------------------|----------|
| 1. Fire Alarm Panel | \$ _____ |
| 2. Smoke Detectors  | \$ _____ |
| 3. Relay Module     | \$ _____ |
| 4. Duct Detectors   | \$ _____ |
| 5. Heat Detectors   | \$ _____ |

**Annual Suppression Equipment Inspection**

- |                                       |          |
|---------------------------------------|----------|
| 1. 1 – Kidde NDR-25                   | \$ _____ |
| 2. 22 – 360 Degree Fusible Link       | \$ _____ |
| 3. 2 – Pyro Chemical PCL 3.5/3.5 Gal. | \$ _____ |
| 4. 1 - Pyro Chem PCL 5.5/5.5 Gal.     | \$ _____ |

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- |                                      |         |
|--------------------------------------|---------|
| 5. 1 – Pyro Chem PCL 9.0 Gal.        | \$_____ |
| 6. 7 – Co 2 Cartridge                | \$_____ |
| 7. 4 – Remote Punn Break Rod (Glass) | \$_____ |
| 8. 4 – Blow Off Cap Metal            | \$_____ |

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**INSURANCE**

Vendor shall maintain insurance as outlined below. A "Certificate of Insurance" shall be furnished with the bid to the Raymondville Independent School District Purchasing Department prior to Board Approval. The vendor will furnish to the Purchasing Department also copies of any endorsements or amendments that are subsequently issued amending coverage or limits. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the owner.

In the event that the following minimum limits should be found to be less than the damages suffered, the vendor shall be liable for the difference between the loss incurred and the limits of coverage. The vendor is encouraged to carry insurance coverage greater than the minimum stipulated, if such protection is needed by contractor.

Vendor agrees to provide and maintain Workman's Compensation Insurance as required and in compliance with the laws of the State of Texas.

Workman's Compensation Statutory  
Employer's Liability           \$100,000

Comprehensive General Liability, including Independent Contractor's Liability, Contractual liability, Completed Operations and Products Liability, and Personal Injury, all on the occurrence basis; include Personal Injury Coverage, Owner's Indemnity and Broad Form Property Damage without the "XCV" exclusions; and maintain completed operations Liable for at least one year after the date of final acceptance of the work, as evidenced by final payment.

a. Bodily and Personal Injury:

Each person       \$500,000  
Each occurrence   \$500,000

b. Property Damage

Each occurrence   \$100,000  
Aggregate         \$500,000

Comprehensive Automobile Liability, including non-owned vehicle and hired coverage as well as owned vehicle coverage:

a. Bodily Damage

Each person       \$100,000  
Each occurrence   \$500,000

b. Property Damage

Each occurrence   \$100,000

Vendor agrees to provide and maintain such insurance to provide protection from contingent public liability for damage for bodily injuries, including death, which may arise from operations under this contract.

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**FELONY CONVICTION NOTICE**

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 the services performed before the termination of 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 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) \_\_\_\_\_

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

Signature of Company: \_\_\_\_\_

- b. My firm is neither owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: \_\_\_\_\_

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

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

Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

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

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**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: \_\_\_\_\_

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

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**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 herby 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 it's 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 form it's 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: \_\_\_\_\_

**Note: Please complete and submit this form only if it applies, otherwise N/A.**

**DPS Computerized Criminal History (CCH) Verification**  
**(AGENCY COPY)**

I, \_\_\_\_\_, acknowledge that a Computerized Criminal

APPLICANT or EMPLOYEE NAME (Please print)

History (CCH) check will be performed by accessing the Texas Department of Public Safety Secure Website and will be based on name and DOB identifiers I supply. (This is not a consent form.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history, therefore the organization conducting the criminal history check is not allowed to discuss with me any criminal history record information obtained using this method. The agency may request that I have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search. Once this process is completed the information on my fingerprint criminal history record may be discussed with me.

In order to complete the process I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online at [www.txdps.state.tx.us /Crime Records/Review of Personal Criminal History](http://www.txdps.state.tx.us/CrimeRecords/ReviewofPersonalCriminalHistory) or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of \$24.95 to the fingerprinting services company.

**(This copy must remain on file by your agency. Required for future DPS Audits)**

\_\_\_\_\_  
Signature of Applicant or Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Name (Please print)

\_\_\_\_\_  
Agency Representative Name (Please print)

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Date

**Please:  
Check and Initial each Applicable Space**

CCH Report Printed:

YES \_\_\_\_\_ NO \_\_\_\_\_ \_\_\_\_\_ initial

Purpose of CCH: \_\_\_\_\_

Empl \_\_\_\_ Vol/Contractor \_\_\_\_ \_\_\_\_\_ initial

Date Printed: \_\_\_\_\_ \_\_\_\_\_ initial

Destroyed Date: \_\_\_\_\_ \_\_\_\_\_ initial

**Retain in your files**

**Confidential\***

*Please print.*

Name \_\_\_\_\_  
*Last First Middle*

Social Security Number \_\_\_\_\_ Date of birth \_\_\_\_\_

Driver's License \_\_\_\_\_  
State and Number

Mailing Address \_\_\_\_\_  
*Street City State Zip*

Sex: ☐ Male ☐ Female      Ethnicity: ☐ Black ☐ White/Other

I understand that the information I am providing about age, sex, and ethnicity will not be used to determine eligibility for employment but will be used *solely* for the purpose of obtaining criminal history record information.

Signature \_\_\_\_\_

Date \_\_\_\_\_

\* This form will be removed from the application and filed separately in the HR office.

# 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.

# 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](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 30<sup>th</sup> 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](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](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.

| 4<br>Name of Interested Party | City, State, Country<br>(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**

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**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE**

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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.**

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

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The following provisions are required and apply when federal funds are expended by RISD, and/or its cooperative members, 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, and/or its cooperative members, RISD, and/or its cooperative members, 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, and/or its cooperative members, RISD, and/or its cooperative members, 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, and/or its cooperative members, also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if RISD, and/or its cooperative members, believes, in its sole discretion that it is in the best interest of RISD, and/or its cooperative members, to do so. The vendor will be compensated for work performed and accepted and goods accepted by RISD, and/or its cooperative members, as of the termination date if the contract is terminated for convenience of RISD, and/or its cooperative members. Any award under this procurement process is not exclusive and RISD, and/or its cooperative members, reserves the right to

purchase goods and services from other vendors when it is in the best interest of RISD, and/or its cooperative members.

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, and/or its cooperative members, 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, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by RISD, and/or its cooperative members, 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, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by RISD, and/or its cooperative members, 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, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by RISD, and/or its cooperative members, 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, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by RISD, and/or its cooperative members, 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, and/or its cooperative members, the vendor certifies that during the term and after the awarded term of an award for all contracts by RISD, and/or its cooperative members, 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**

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**EMPLOYMENT VERIFICATION  
FAR 22.18**

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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**

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

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When federal funds are expended by RISD, and/or its cooperative members, 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

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

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When federal funds are expended by RISD, and/or its cooperative members, 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

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by RISD, or its cooperative members, 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

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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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

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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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

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**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

## 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  
PURCHASING DEPARTMENT**

**BID SPECIFICATIONS FOR: PREVENTATIVE MAINTENANCE, SERVICE, REPAIR, PARTS  
AND INSPECTION FOR KITCHEN EQUIPMENT and COOLERS/FREEZERS/REFRIGERATION  
DISTRICT WIDE RFP #20-011**

**ACKNOWLEDGEMENT FORM**

**PLEASE MAKE SURE THAT YOU HAVE DONE THE FOLLOWING:**

1. YOU MUST COMPLETE AND RETURN THE **FELONY CONVICTION NOTICE, TWO (2) AFFIDAVITS, DPS/CCH, CRIMINAL HISTORY, VENDOR CERTIFICATION, FORM CIQ, FORM 1295 AND CERTIFICATE REGARDING TERRORIST** \_\_\_ 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 \_\_\_ YES \_\_\_ NO  
(Downloadable at [www.raymondvilleisd.org](http://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:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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