



Raymondville Independent School District
Purchasing Department
419 FM 3168
Raymondville, Texas 78580
Tel: 956-689-8175
Fax: 956-689-8180

REQUEST FOR PROPOSALS

Raymondville Independent School District invites you to submit a
Proposal for:

RFP #21-018 Property and Casualty Insurance

REFERENCE NUMBER

RFP #21-018

RESPONSE MUST BE DELIVERED BY

January 27, 2021 at 3:00 p.m. central standard time (Note: Without exception – Proposal must be time and date stamped by the Purchasing Department. Timely physical delivery is at the risk of the respondent.)

RESPONSE MUST BE DELIVERED TO

Raymondville Independent School District
Purchasing Department
419 FM 3168
Raymondville, Texas 78580

ESTIMATED CONTRACT PERIOD

March 1, 2021 to March 1, 2022 with the possibility of extending contract for a second and third year. Subject to change based on approval timelines by the RISD Board of Trustees and annual evaluation review.

PRE-PROPOSAL MEETING

N/A

DISTRICT BUYER IN CHARGE OF PROPOSAL

All questions regarding this proposal should be in writing and directed to Andres Villalpando, Purchasing Coordinator, at
villalpandoa@raymondvilleisd.org

PROCUREMENT DIRECTOR

David Longoria/Chief Financial Officer

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT

RFP #21-018 Property and Casualty Insurance

I. PURPOSE:

The Raymondville Independent School District - RISD (herein after referred to as District) is soliciting Requests for Proposals (hereafter referred to as an "RFP") for Property and Casualty Insurance.

II. BACKGROUND INFORMATION:

The Raymondville Independent School District (RISD) was established before 1924. RISD is a district sprawling more than 3.8 square miles. The Raymondville Independent School District is made up of 5 educational institutions:

2 elementary schools, 1 middle school, 1 high school and 1 Option's Academic Academy.

The district has a yearly average student enrollment of 2,085 and over 360 employees striving for academic excellence. At RISD, learning is the key to a bright and successful future. By setting high standards, the district plays a crucial role in preparing the students to meet the challenges and demands of today's high-tech and multicultural work place.

- III. SUBMISSION/SCOPE SPECIFICATIONS: Due Date: January 27, 2021 at 3:00 p.m. (CST) Request for Proposal No: 21-018
Project Name: Property and Casualty Insurance.

SCOPE AND INTENT

Proposal Review Process: The RISD Purchasing Department shall evaluate all respondents to this solicitation and make a recommendation to the Board of Trustees. RISD reserves the right to approve single or multiple companies through this proposal. Selection criteria are based upon standards set forth in TEC 44.031.

Term of contract: The term of the award will be for one (1) year with the possibility of two (2) additional (1) year extensions. The initial award and any extensions shall be made by the Board of Trustees.

Negotiations and Award: This is a NEGOTIATED PROCUREMENT, and as such, the District reserves the right to negotiate the terms, conditions, or pricing with a proposer prior to an award.

Questions -Deadline to submit questions or request additional information will be Wednesday, January 13, 2021 at 3:00 pm. Questions must be submitted in writing to villalpandoa@raymondvilleisd.org.

Answers to questions will be posted on January 20, 2021 on the District website at:

https://www.raymondvilleisd.org/284166_3

REQUEST FOR PROPOSALS

INSURED: Raymondville Independent School District
419 FM 3168
Raymondville, Texas 78580

PROPOSED EFFECTIVE DATE: March 1, 2021 to March 1, 2022

LOSS DATA CONTACT: Chase Carlisle; Carlisle Insurance Agency
(361) 884-2775; chasec@carlisleins.com

LOCATIONS: See Locations on Attached Property Schedule

NATURE OF BUSINESS: Independent School District

DUE DATE: January 27, 2021 3:00 pm (C.S.T)

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Please review Attachments for additional information.

March 1, 2021 to March 1, 2022

Raymondville ISD

Coverage	Valuation	Limits	Deductible
Property Named Storm	Replacement Cost Blanket per Location	\$97,324,492	1% per occurrence, per building, \$100,000 minimum
Property All Other Wind & Hail	Replacement Cost Blanket per Location	\$97,324,492	\$25,000 per occurrence
Property All Other Perils	Replacement Cost Blanket per Location	\$99,359,605	\$25,000 per occurrence
Property Flood - not Zone A or V	Replacement Cost	\$5,000,000*	\$100,000 per Occurrence
Property Flood - Zone A or V	Replacement Cost	\$1,000,000*	\$100,000 per Occurrence plus Maximum NFIP
Property Earth Movement	Replacement Cost Blanket per Location	\$5,000,000*	\$100,000 per occurrence

* Sublimit included as part of the property limits shown above.

		Limits	Deductible
Equipment Breakdown	Per Accident	\$99,359,605	\$5,000
Cyber Suite Coverage	Data Compromise Computer Attack/Extortion Network Security	\$100,000	\$1,000
General Liability	Per Occurrence General Aggregate	\$1,000,000	\$2,500 \$5,000 Law
Educator's Legal Liability	Claims Made & Reported	\$1,000,000	Cov A: \$10,000 Cov B: \$20,000 Cov C: \$10,000
Auto Liability	Per Accident	\$100/\$300/\$100	\$1,000
Auto Physical Damage	Actual Cash Value	See Schedule	\$1,000

Additional Property Coverages

Limits

All are Sublimits included as part of the property values and are subject to the deductibles shown or selected.

Accounts Receivable	\$ 250,000
Audio Visual Equipment	\$ 25,000
Band Equipment, Uniforms & Musical Instrument	\$ 250,000
Builder's Risks	
Property in the Course of Construction or renovation, excluding Soft Costs	\$ 250,000
Builder's Risks Soft Costs	\$ 100,000
Civil or military Authority - 30 days up to:	\$ 25,000
Debris Removal - the lesser of 25% of total loss or:	\$ 250,000
Earth Movement - Per Occurrence & Annual Aggregate	\$ 5,000,000
Electronic Data & Media	\$ 1,000,000
Errors & Omissions	\$ 10,000
Employee Dishonesty	\$ 100,000
Extra Expense/Expediting Expense	\$ 500,000
Fine Arts	\$ 25,000
Flood - Annual Aggregate	\$ 5,000,000
Excluding locations within Zones Prefixed A or V - included in above	
Locations wholly or partially within Zones Prefixed A or V - sublimit of \$1,000,000 annual aggregate	
Fire Brigade Charge	\$ 25,000
Foundations and Underground Pipes	\$ 100,000
Forgery & Alteration	\$ 50,000
Fungus, Molds, Mildew, Spores, Yeast - Per Occurrence and Annual Aggregate	\$ 25,000
Inventory & Appraisal	\$ 25,000
Leased or Rented Equipment - \$25,000 any one item up to:	\$ 100,000
Limited Pollution Coverage - Annual Aggregate	\$ 100,000
Lock Replacement	\$ 25,000
Miscellaneous Unnamed Locations (including Mobile Equipment)	\$ 250,000
Money & Securities - Inside Premises	\$ 50,000
Money & Securities - Outside Premises	\$ 50,000
Newly Acquired Property - 30 days	\$ 1,000,000
Ordinance or Law:	
Coverage A: Included in Building Limit	
Coverage B: 10% of the scheduled Building value, not to exceed:	\$ 1,000,000
Coverage C: Included with Coverage B	
Outdoor Property (Unscheduled Property)	\$ 250,000
Personal Effects and Property of Others - Off Premises	\$ 50,000
Plants, lawns, trees or shrubs (\$1,000 max any one) up to:	\$ 25,000
Professional Fees - Per Occurrence & Annual Aggregate	\$ 20,000
Property Off-Premises	\$ 100,000
Reclaiming, restoring or repairing land improvements	\$ 25,000
Reward Reimbursement	\$ 25,000
Service Interruption - 72 hour qualifying period	\$ 50,000
Spoilage	\$ 100,000
Tenant Glass	\$ 10,000

Transit	\$	50,000
Underground Water Seepage	\$	25,000
Valuable Papers and Records	\$	50,000
Wind Driven Precipitation - Annual Aggregate	\$	100,000

Equipment Breakdown

	Limits	Deductible
	\$ 99,359,605	\$ 5,000
Property Damage	Included	
Off Premises Property Damage	\$ 25,000	
Business Income/Extra Expense/Service Interruption	\$ 1,000,000	
Contingent Business Income	\$ 25,000	
Civil Authority	Included	
Perishable Goods	\$ 100,000	
Demolition	\$ 100,000	
Ordinance or Law	\$ 100,000	
Excavation Costs	\$ 25,000	
Expediting Expenses	\$ 100,000	
Hazardous Substances	\$ 100,000	
Newly Acquired Locations	\$ 1,000,000	
Green	\$ 25,000	
Public Relations	\$ 5,000	

Cyber Suite Coverage

All Coverages Combined

Annual Aggregate

Limits

\$100,000

Deductible

\$1,000

Data Compromise Response Expenses - Included in Annual Aggregate Limit

Notification to Affected Individuals

Services to Affected Individuals

Per Occurrence Sublimits:

Forensic IT Review

50% of Cyber Suite Annual Aggregate

Legal Review

50% of Cyber Suite Annual Aggregate

Public Relations Services

\$5,000

Regulatory Fines and Penalties

50% of Cyber Suite Annual Aggregate

PCI Fines and Penalties

50% of Cyber Suite Annual Aggregate

1st Party Named Malware

\$50,000

Includes all Data Compromise Response Expense coverages if loss is due to a Named Malware-Related Compromise

Computer Attack & Cyber Extortion - Included in Annual Aggregate Limit

Data Restoration Costs

Data Recreation Costs

System Restoration Costs

Per Occurrence Sublimits:

Loss of Business

50% of Cyber Suite

Annual Aggregate

Public Relations Services

\$5,000

Cyber Extortion

\$25,000

Misdirected Payment Fraud

\$25,000

Computer Fraud

\$25,000

Data Compromise Liability - Included in Annual Aggregate Limit

Defense & Liability

Sublimit:

3rd Party Named Malware

\$50,000

Network Security Liability - Included in Annual Aggregate Limit

Defense & Liability

Electronic Media Liability - Included in Annual Aggregate Limit

Defense & Liability

General Liability

	Limits	Deductible
General Aggregate Limit	\$1,000,000	\$2,500
Each Occurrence Limit	\$1,000,000	\$2,500
Damage To Premises Rented To You Limit	\$500,000	\$2,500
Law Enforcement	\$1,000,000	\$5,000
Unmanned Aerial Vehicle Aggregate Limit	\$100,000	\$2,500
Personal and Advertising Injury Limit	\$1,000,000	\$2,500
Products/Completed Operations Aggregate Limit	\$1,000,000	\$2,500

Employee Benefits Liability

	Limits	Deductible
Claims-Made & Reported Form Retroactive Date:		
Each Employee	\$1,000,000	\$2,500
Aggregate (Included in General Liability General Aggregate)		

Educator's Legal Liability

	Limits	Deductible
Claims-Made & Reported Form		
Coverage A: Professional Educational Services		\$10,000
Each Professional Incident	\$1,000,000	
Professional Incident	\$1,000,000	
Aggregate		\$20,000
Coverage B: Employment-Practices Liability		
Each Employment Incident	Combined with Coverage A	
Employment Incident Aggregate	Combined with Coverage A	
Coverage C: Non-Pecuniary Defense		\$10,000
Defense Reimbursement	\$100,000	
Defense Reimbursement Aggregate	\$300,000	

Auto Liability

	Limits	Deductible
Bodily Injury-per person	\$100,000	
Bodily Injury-per accident	\$300,000	\$1,000
Property Damage-per accident	\$100,000	
Non-Owned & Hired Liability	BI/PD Limit	

Auto Physical Damage

	Limits	Deductible
Comprehensive & Collision Coverage	ACV	\$1,000
Including Flood, except in Zones		
Prefix A or V Newly Acquired	ACV	\$1,000
Hired Car Physical Damage	\$100,000	\$1,000

Premium Summary

	Exposures	Cost
Property	Building \$83,944,739	Property Premium \$ _____
	Contents \$15,414,866	Surplus Lines Tax \$ _____
	Total \$99,359,605	Stamping Office Fee \$ _____

Annual Cost \$ _____
Includes all Taxes and Fees

Premium Summary

	Exposures	Cost
Equipment Breakdown	TIV \$99,359,605	\$ _____
Cyber Suite	ADA 2,085 Employees 360	\$ _____
General Liability & Employee Benefits Liability	ADA 2,085 Employees 360	\$ _____
Educator's Legal Liability	ADA 2,085 Employees 360	\$ _____
Automobile Liability	Power Units 43 Trailers 11	\$ _____
Auto Physical Damage	Cost New \$2,090,178 Units 54	\$ _____

Annual Cost \$ _____
Includes all Taxes and Fees

Value - Added Services

Property Valuations	Annual Property Valuation Updates including campus diagrams & photos	Included
Driver Training	On-site Training Session + School Bus Driver DVD Training Program	Included
Employee Training	Online Liability Training for School	Included
Facility Surveys	On-Site Facility Inspections	Included
Safe Bus Community Bus Driver Monitoring	Yellow & White fleet safety monitoring program	Included

WIND INCLUDED

Member Name	Member #	Building	Bldg #	Address	City	Zip Code	Const	# Story	YR Built	YR Roof Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Source	2021 Building Value	2021 Contents Value	2021 Total Value
Raymondville ISD	245-903	Police Department / District Records Room	1A	1 Bearkat Blvd	Raymondville	78580	MNC	1	1986			2,788	\$ 174.62			\$ 486,831	\$ 136,059	\$ 622,890
Raymondville ISD	245-903	High School Weight Room	1B	1 Bearkat Blvd	Raymondville	78580	MNC	1	2008			6,000	\$ 139.85			\$ 839,104	\$ 179,831	\$ 1,018,935
Raymondville ISD	245-903	High School Main	1C	601 E FM 3168	Raymondville	78580	MNC	1	2000		YES	81,236	\$ 189.89			\$ 15,426,287	\$ 3,006,079	\$ 18,432,366
Raymondville ISD	245-903	High School Field House	1D	601 E FM 3168	Raymondville	78580	MNC	1	1993			6,120	\$ 161.12			\$ 986,056	\$ 105,947	\$ 1,092,003
Raymondville ISD	245-903	High School New Gym	1E	601 E FM 3168	Raymondville	78580	MNC	1	2000			25,202	\$ 179.01			\$ 4,511,522	\$ 824,824	\$ 5,336,346
Raymondville ISD	245-903	High School Old Gym	1F	601 E FM 3168	Raymondville	78580	JM	1	1952			10,208	\$ 132.00			\$ 1,347,502	\$ 236,212	\$ 1,583,714
Raymondville ISD	245-903	High School 500 Wing	1N	601 E FM 3168	Raymondville	78580	MNC	1	1993			7,590	\$ 160.97			\$ 1,221,755	\$ 244,233	\$ 1,465,988
Raymondville ISD	245-903	High School 600 Wing	1O	601 E FM 3168	Raymondville	78580	MNC	1	1966			6,402	\$ 162.75			\$ 1,041,934	\$ 192,549	\$ 1,234,483
Raymondville ISD	245-903	Administration Offices	1P	419 FM 3168	Raymondville	78580	MNC	1	1985			13,780	\$ 190.62	*Member		\$ 2,626,758	\$ 1,100,000	\$ 3,726,758
Raymondville ISD	245-903	High School Agriculture	1Q	601 E FM 3168	Raymondville	78580	NC	1	2000			5,402	\$ 127.13			\$ 686,776	\$ 132,237	\$ 819,013
Raymondville ISD	245-903	High School Auditorium	1R	601 E FM 3168	Raymondville	78580	MNC	1	1967			12,161	\$ 203.59			\$ 2,475,901	\$ 651,034	\$ 3,126,935
Raymondville ISD	245-903	High School D.A.E.P. \ Band Hall	1S	601 E FM 3168	Raymondville	78580	JM	1	1952			6,603	\$ 144.86			\$ 956,483	\$ 262,416	\$ 1,218,899
Raymondville ISD	245-903	Football Stadium Lighting		601 E FM 3168	Raymondville	78580			2005							\$ 140,000	\$ -	\$ 140,000
Raymondville ISD	245-903	Football Stadium Seating		601 E FM 3168	Raymondville	78580			2005							\$ 555,840	\$ -	\$ 555,840
Raymondville ISD	245-903	Football Stadium Home Rest. \ Concession		601 E FM 3168	Raymondville	78580			2005			1,386	\$ 60.00			\$ 83,160	\$ 4,331	\$ 87,491
Raymondville ISD	245-903	Football Stadium Home Rest. \ Concession		601 E FM 3168	Raymondville	78580			2005			1,386	\$ 60.00			\$ 83,160	\$ 4,331	\$ 87,491
Raymondville ISD	245-903	Football Stadium Visitors Rest. \ Concession		601 E FM 3168	Raymondville	78580			2005			1,170	\$ 60.00			\$ 70,200	\$ -	\$ 70,200
Raymondville ISD	245-903	Football Stadium Visitors Rest. \ Concession		601 E FM 3168	Raymondville	78580			2005			1,170	\$ 60.00			\$ 70,200	\$ -	\$ 70,200
Raymondville ISD	245-903	Football Stadium Scoreboard		601 E FM 3168	Raymondville	78580			2005							\$ 87,500	\$ -	\$ 87,500
Raymondville ISD	245-903	Football Stadium 8 Lane Synthetic Track		601 E FM 3168	Raymondville	78580			2014						*Member	\$ 214,945	\$ -	\$ 214,945
Raymondville ISD	245-903	Football Stadium Entry		601 E FM 3168	Raymondville	78580	MNC	1	2005						*Member	\$ 50,000	\$ -	\$ 50,000
Raymondville ISD	245-903	Football Stadium Pressbox		601 E FM 3168	Raymondville	78580	Frame	1	2005						*Member	\$ 15,000	\$ 12,000	\$ 27,000
Raymondville ISD	245-903	Football Stadium Fencing		601 E FM 3168	Raymondville	78580			2005						*Member	\$ 25,000	\$ -	\$ 25,000
Raymondville ISD	245-903	Football Stadium Ticket Booth		601 E FM 3168	Raymondville	78580			2005							\$ 16,875	\$ -	\$ 16,875
Raymondville ISD	245-903	Football Stadium Ticket Booth		601 E FM 3168	Raymondville	78580			2005							\$ 16,875	\$ -	\$ 16,875
Raymondville ISD	245-903	Baseball Field Lighting		601 E FM 3168	Raymondville	78580										\$ 152,250	\$ -	\$ 152,250
Raymondville ISD	245-903	Baseball Field Scoreboard		601 E FM 3168	Raymondville	78580										\$ 12,500	\$ -	\$ 12,500
Raymondville ISD	245-903	Softball Field Lighting		601 E FM 3168	Raymondville	78580										\$ 91,000	\$ -	\$ 91,000
Raymondville ISD	245-903	Softball Field Scoreboard		601 E FM 3168	Raymondville	78580										\$ 12,500	\$ -	\$ 12,500
Raymondville ISD	245-903	Tennis Court Lighting		601 E FM 3168	Raymondville	78580										\$ 126,000	\$ -	\$ 126,000
Raymondville ISD	245-903	Ag Farm Metal Building		601 E FM 3168	Raymondville	78580	NC	1	1996			2,440	\$ 10.00	*Member	\$ 24,400	\$ 50,000	\$ 74,400	
Raymondville ISD	245-903	Ag Farm Covered Pens		601 E FM 3168	Raymondville	78580	NC	1				2,400	\$ 9.17	*Member	\$ 22,000	\$ 14,000	\$ 36,000	
Raymondville ISD	245-903	ROAA (previously Myra Green MS Math)	2F	512 E Rodriguez	Raymondville	78580	MNC	1	1995			11,934	\$ 133.80	*Member	\$ 1,596,740	\$ 60,000	\$ 1,656,740	
Raymondville ISD	245-903	DAEP	2H	512 E Rodriguez	Raymondville	78580	MNC	1	1992			13,184	\$ 118.22	*Member	\$ 1,558,644	\$ 15,000	\$ 1,573,644	
Raymondville ISD	245-903	LC Smith Elementary Main	3A	700 N 1st St	Raymondville	78580	MNC	1	2000			27,993	\$ 174.72			\$ 4,890,946	\$ 815,164	\$ 5,706,110
Raymondville ISD	245-903	LC Smith Elementary 2nd Grade	3B	700 N 1st St	Raymondville	78580	MNC	1	2000			12,775	\$ 167.88			\$ 2,144,613	\$ 386,479	\$ 2,531,092
Raymondville ISD	245-903	LC Smith Elementary 3rd Grade	3C	700 N 1st St	Raymondville	78580	MNC	1	2000			14,235	\$ 165.81			\$ 2,360,258	\$ 425,341	\$ 2,785,599
Raymondville ISD	245-903	LC Smith Elementary 4th Grade	3D	700 N 1st St	Raymondville	78580	MNC	1	2000			12,775	\$ 167.88			\$ 2,144,613	\$ 386,479	\$ 2,531,092
Raymondville ISD	245-903	LC Smith Elementary Gym	3E	700 N 1st St	Raymondville	78580	NC	1	2000			6,588	\$ 83.94			\$ 552,969	\$ 86,461	\$ 639,430
Raymondville ISD	245-903	Texas Migrant Council (Leased, No Contents)	3F	700 N 1st St	Raymondville	78580	MNC	1	1985			6,324	\$ 146.08			\$ 923,816	\$ -	\$ 923,816
Raymondville ISD	245-903	LC Smith Elem Playground Area & Equipment		700 N 1st St	Raymondville	78580		1	2012			4,951	\$ 30.00			\$ 148,530	\$ -	\$ 148,530
Raymondville ISD	245-903	Pittman Elementary Main	4A	258 E Harris	Raymondville	78580	MNC	1	2000			27,993	\$ 173.78			\$ 4,864,491	\$ 829,417	\$ 5,693,908
Raymondville ISD	245-903	Pittman Elementary Pre K \ Kindergarten	4B	258 E Harris	Raymondville	78580	MNC	1	2000			12,775	\$ 167.88			\$ 2,144,613	\$ 377,112	\$ 2,521,725
Raymondville ISD	245-903	Pittman Elementary 2nd Grade	4C	258 E Harris	Raymondville	78580	MNC	1	2000			14,235	\$ 165.81			\$ 2,360,258	\$ 415,031	\$ 2,775,289
Raymondville ISD	245-903	Pittman Elementary 3rd \ 4th Grade	4D	258 E Harris	Raymondville	78580	MNC	1	2000			12,775	\$ 167.88			\$ 2,144,613	\$ 377,112	\$ 2,521,725
Raymondville ISD	245-903	Pittman Elementary Gym	4F	258 E Harris	Raymondville	78580	NC	1	2000			6,588	\$ 83.94			\$ 552,969	\$ 86,461	\$ 639,430
Raymondville ISD	245-903	Pittman Elem Playground Area & Equipment		258 E Harris	Raymondville	78580		1	2012			4,951	\$ 30.00			\$ 148,530	\$ -	\$ 148,530
Raymondville ISD	245-903	Pittman Elementary Fine Arts \ Storage	4G	258 E Harris	Raymondville	78580	NC	1				7,122	\$ 84.44			\$ 601,367	\$ 118,337	\$ 719,704
Raymondville ISD	245-903	Wil-Cam CO-OP	4J	364 E Riggs	Raymondville	78580	MNC	1	1985			9,891	\$ 135.56			\$ 1,340,865	\$ 274,783	\$ 1,615,648
Raymondville ISD	245-903	Transportation	7A	420 E FM 3168	Raymondville	78580	NC	1	1999			10,290	\$ 81.15			\$ 835,007	\$ 138,300	\$ 973,307
Raymondville ISD	245-903	Transportation Storage	7B	420 E FM 3168	Raymondville	78580	NC	1				2,046	\$ 79.75			\$ 163,162	\$ 44,773	\$ 207,935
Raymondville ISD	245-903	Staff Covered Parking (30 x 61)		420 E FM 3168	Raymondville	78580	NC	1	2014			1,830	\$ 30.00			\$ 54,900	\$ -	\$ 54,900
Raymondville ISD	245-903	Fueling Area Canopy (10 x 12)		420 E FM 3168	Raymondville	78580	NC	1	2014			120	\$ 30.00			\$ 3,600	\$ -	\$ 3,600
Raymondville ISD	245-903	Bus Canopy (50 x 196)		420 E FM 3168	Raymondville	78580	NC	1	2014			9,800	\$ 30.00			\$ 294,000	\$ -	\$ 294,000
Raymondville ISD	245-903	White Fleet Canopy (30 x 130)		420 E FM 3168	Raymondville	78580	NC	1	2014			3,900	\$ 30.00			\$ 117,000	\$ -	\$ 117,000
Raymondville ISD	245-903	Myra Green Middle School	8A	693 Monroe	Raymondville	78580	MNC	2	2009		YES	100,037	\$ 176.21			\$ 17,627,469	\$ 3,344,929	\$ 20,972,398
WIND / AOP TOTAL																\$ 84,050,287	\$ 15,337,262	\$ 99,387,549

WIND EXCLUDED

Raymondville ISD	245-903	Football Stadium Outdoor Cooking 22 x 20		601 E FM 3168	Raymondville	78580			2007			440	\$ 25.00			\$ 11,000	\$ -	\$ 11,000
Raymondville ISD	245-903	Football Stadium Outdoor Cooking 22 x 20		601 E FM 3168	Raymondville	78580			2007			440	\$ 25.00			\$ 11,000	\$ -	\$ 11,000
Raymondville ISD	245-903	Baseball Field Portable Bleacher		601 E FM 3168	Raymondville	78580										\$ 4,267	\$ -	\$ 4,267
Raymondville ISD	245-903	Baseball Field Portable Bleacher		601 E FM 3168	Raymondville	78580										\$ 4,267	\$ -	\$ 4,267
Raymondville ISD	245-903	Softball Field Bleachers		601 E FM 3168	Raymondville	78580										\$ 12,800	\$ -	\$ 12,800
Raymondville ISD	245-903	Freezer		512 E Rodriguez	Raymondville	78580	MFR	1				406	\$ 60.00			\$ 24,360	\$ -	\$ 24,360
Raymondville ISD	245-903	Freezer		512 E Rodriguez	Raymondville	78580	MFR	1				406	\$ 60.00			\$ 24,360	\$ -	\$ 24,360
Raymondville ISD	245-903	Covered Play Area		512 E Rodriguez	Raymondville	78580	NC	1				6,000	\$ 25.00			\$ 150,000	\$ -	\$ 150,000
Raymondville ISD	245-903	LC Smith Elementary Music	3G	700 N 1st St	Raymondville	78580	MNC	1	1966			3,366	\$ 139.15			\$ 468,393	\$ -	\$ 468,393
Raymondville ISD	245-903	Pittman Elementary Bookroom	4H	258 E Harris	Raymondville	78580	MNC	1				2,744	\$ 120.54	*Member		\$ 330,769	\$ 10,000	\$ 340,769
Raymondville ISD	245-903	Freezer		258 E Harris	Raymondville	78580	Frame	1				160	\$ 125.00			\$ 20,000	\$ 4,000	\$ 24,000
Raymondville ISD	245-903	Old Pittman 5th Grade		258 E Harris	Raymondville	78580	MNC	1	1982			9,000	\$ 63.27	*Member		\$ 569,439	\$ 5,000	\$ 574,439

Member Name	Member #	Building	Bldg #	Address	City	Zip Code	Const	# Story	YR Built	YR Roof Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Source	2021 Building Value	2021 Contents Value	2021 Total Value
Raymondville ISD	245-903	Maintenance Storage	5B	593 S 7th St	Raymondville	78580	MNC	1				3,540	\$ 100.46			\$ 355,628	\$ 58,604	\$ 414,232
AOP TOTAL																\$ 1,986,283	\$ 77,604	\$ 2,063,887

TOTAL VALUES

\$

86,036,570

\$

15,414,866

\$

101,451,436

*Member

- Keep Member Stated Values

Raymondville ISD

Member Name	Member Number	Vehicle Number	Year	Make	Model	Vin Number	Class	Cost New	Comp Deductible	Coll Deductible	District Unit Number
Raymondville ISD	245-903	1	2003	International	Bus	4DRBRABL73B954986	618400	\$ 52,498	\$ 1,000	\$ 1,000	BUS 18
Raymondville ISD	245-903	2	2006	International	Bus	4DRBUAFN66B288461	618400	\$ 68,700	\$ 1,000	\$ 1,000	BUS 13
Raymondville ISD	245-903	3	2006	Bluebird	Bus	1GBJG31U861269938	618400	\$ 44,754	\$ 1,000	\$ 1,000	BUS 12
Raymondville ISD	245-903	4	2000	International	Bus	1HVBABN9YH291347	618400	\$ 49,075	\$ 1,000	\$ 1,000	BUS 1
Raymondville ISD	245-903	5	2003	International	Bus	4DRBRABN83B953069	618400	\$ 54,695	\$ 1,000	\$ 1,000	BUS 11
Raymondville ISD	245-903	6	2003	International	Bus	4DRBRABN63B953068	618400	\$ 54,695	\$ 1,000	\$ 1,000	BUS 9
Raymondville ISD	245-903	7	2006	International	Bus	4DRBUAFN86B288462	618400	\$ 66,571	\$ 1,000	\$ 1,000	BUS 14
Raymondville ISD	245-903	8	2008	Thomas	Bus	4UZABRDJ98CZ14453	618400	\$ 89,915	\$ 1,000	\$ 1,000	BUS 7
Raymondville ISD	245-903	9	2004	Oldsmobile	Alero	1G3NK52F54C234850	739800	\$ 8,530	\$ 1,000	\$ 1,000	T-2
Raymondville ISD	245-903	10	1998	Ford	PU F250	1FTRF27L7WNA49712	014990	\$ 18,041	\$ 1,000	\$ 1,000	M-3
Raymondville ISD	245-903	11	2000	Ford	PU F350	1FTSW31FXEC96140	014990	\$ 28,717	\$ 1,000	\$ 1,000	M-9
Raymondville ISD	245-903	12	2000	Ford	PU F150	1FTZF1729YNA35881	014990				M-7
Raymondville ISD	245-903	13	2005	Ford	Excursion	1FMNU40L55EB92324	739800	\$ 24,500	\$ 1,000	\$ 1,000	T-3
Raymondville ISD	245-903	14	2005	Ford	F150 PU	1FTRX12W75NA45876	014990	\$ 14,802	\$ 1,000	\$ 1,000	F-1
Raymondville ISD	245-903	15	2006	Ford	Van	1FCKE39L36HA15627	014990	\$ 42,262	\$ 1,000	\$ 1,000	F-3
Raymondville ISD	245-903	16	2012	CN	Trailer 20' Stock	49TSG1621C1006024	684990	\$ 6,713	\$ 1,000	\$ 1,000	Ag. Farm
Raymondville ISD	245-903	17	1999	BigTex	Trailer 16' Flat	4K8NX1628X1C45985	684990				
Raymondville ISD	245-903	18	1997	Vanguard	Trailer 12' Flat	4K8UX1227W1E25099	684990				
Raymondville ISD	245-903	19	1999	Big Tex	Trailer 16' Flat	4K8UX1623X1E436585	684990				
Raymondville ISD	245-903	20	1997	Pipe Trailer	Trailer 18' Flat	4K8PX182XW132661	684990				
Raymondville ISD	245-903	21	2011	International	CE3208 66 Pass Bus	4DRBUSKNXBB315666	618400	\$ 87,733	\$ 1,000	\$ 1,000	Bus 16
Raymondville ISD	245-903	22	2011	International	PB105 71 Pass Bus	4DRBUSKN9BB315674	618400	\$ 76,702	\$ 1,000	\$ 1,000	Bus 6
Raymondville ISD	245-903	23	2011	Chev	Suburban	1GNSCHE06BR164916	739800	\$ 34,574	\$ 1,000	\$ 1,000	T-4
Raymondville ISD	245-903	24	2011	Ford	F250 PU	1FT7W2B60BEB75798	014990	\$ 27,845	\$ 1,000	\$ 1,000	P-5
Raymondville ISD	245-903	25	2011	Ford	F250 PU	1FT7W2BT5BEB75799	014990	\$ 34,162	\$ 1,000	\$ 1,000	M-1
Raymondville ISD	245-903	26	2012	IC	Bus	4DRBUSKN2CB440274	618400	\$ 88,962	\$ 1,000	\$ 1,000	Bus 2
Raymondville ISD	245-903	27	2012	IC	Bus	4DRBUSKN1CB592093	618400	\$ 88,962	\$ 1,000	\$ 1,000	Bus 3
Raymondville ISD	245-903	28	2012	Ford	F150 PU	1FTFW1CF5CFB26919	014990	\$ 21,943	\$ 1,000	\$ 1,000	P-2
Raymondville ISD	245-903	29	2012	Ford	E150 Cargo Van	1FTNE1EW7CDA59134	014990	\$ 17,213	\$ 1,000	\$ 1,000	M-6
Raymondville ISD	245-903	30	2013	Chevrolet	Suburban	1GNSCE05DR169512	739800	\$ 32,625	\$ 1,000	\$ 1,000	T-5
Raymondville ISD	245-903	31	2013	Ford	Explorer	1FM5K7B87DGB78895	014990	\$ 24,495	\$ 1,000	\$ 1,000	P-4
Raymondville ISD	245-903	32	2014	International	71 Pass Bus	4DRBUAANSEB400374	618400	\$ 91,612	\$ 1,000	\$ 1,000	Bus 15
Raymondville ISD	245-903	33	2013	Ford	F150 PU	1FTMF1CM7DKD83725	014990	\$ 19,280	\$ 1,000	\$ 1,000	M-2
Raymondville ISD	245-903	34	2014	International	72 Pass Bus	4DRBUAAN1EB015336	618400	\$ 94,959	\$ 1,000	\$ 1,000	Bus 5
Raymondville ISD	245-903	35	2014	Ford	F350 PU	1FT8W3BT9EEB19735	014990	\$ 37,344	\$ 1,000	\$ 1,000	Ag. Truck
Raymondville ISD	245-903	36	2014	Ford	F150 PU	1FTFW1CF3EKD40799	014990	\$ 25,535	\$ 1,000	\$ 1,000	P-3

Member Name	Member Number	Vehicle Number	Year	Make	Model	Vin Number	Class	Cost New	Comp Deductible	Coll Deductible	District Unit Number
Raymondville ISD	245-903	37	2014	Ford	Escape	1FMCU0F75EUC76711	739800	\$ 19,998	\$ 1,000	\$ 1,000	P-6
Raymondville ISD	245-903	38	2014	Ford	Escape	1FMCU0F77EUC76712	739800	\$ 19,998	\$ 1,000	\$ 1,000	P-7
Raymondville ISD	245-903	39	1997	Big Tex	Trailer 18' Flat	4D8PX1624V1E14311	684990	\$ 1,800	\$ 1,000	\$ 1,000	Maintenance
Raymondville ISD	245-903	40	1993	SKL	FB	1S9ED2428PS356106	684990	\$ 5,850	\$ 1,000	\$ 1,000	Band Trailer
Raymondville ISD	245-903	41	1995	CM Trailer	Gooseneck Stock	49TSG2020T1022777	684990	\$ 4,290	\$ 1,000	\$ 1,000	Maintenance
Raymondville ISD	245-903	42	2018	International	77 Pass Bus	1DRBUC8N6JB633974	618400	\$ 104,036	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	43	2018	International	77 Pass Bus	1DRBUC8N6JB633975	618400	\$ 104,036	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	44	2019	Chevrolet	Suburban	1GNSCGEC6KR231390	739800	\$ 40,708	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	45	2019	Chevrolet	Suburban	1GNSCGEC9KR232002	739800	\$ 40,708	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	46	2019	Travelum	Trailer-Live Stock	4DYBS320KM014553	694990	\$ 29,624	\$ 1,000	\$ 1,000	Ag. Trailer
Raymondville ISD	245-903	47	2019	Chevrolet	Malibu	1G1ZC5ST5KF137107	739800	\$ 18,820	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	48	2019	International	77 Pass Bus	4DRBUC8N6LB806959	618400	\$ 101,414	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	49	2019	International	77 Pass Bus	4DRBUC8N2LB806960	618400	\$ 101,414	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	50	2019	International	77 Pass Bus	4DBRUC8N2LB806961	618400	\$ 101,414	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	51	2019	International	77 Pass Bus	4DBRUC8N2LB806991	618400	\$ 111,234	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	52	2019	Ford	250 Van	2676	014990	\$ 37,116	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	53	2020	Trailer	Livestock Trailer	4746	684990	\$ 27,097	\$ 1,000	\$ 1,000	
Raymondville ISD	245-903	54	2018	Trailer	Food Kitchen Trailer		684990	\$ 41,500	\$ 1,000	\$ 1,000	

Loss Run Dated - 11/30/2020**CPAT Raymondville ISD****Account No: 435122**

Policy Term: 03/01/2017 -- 03/01/2020

Policy Numbers: 7DA3CM0003965-02 AMP7520610-04 AMR-42402-02 HAN-14084-02 MSP-12728-06

Broker Company: CRC Group

<u>Date Of Loss</u>	<u>Status</u>	<u>Loss Paid</u>	<u>Expense Paid</u>	<u>Loss Reserve</u>	<u>Expense Reserve</u>	<u>Total Incurred</u>
3/10/2018	CLOSED	\$0.00	\$892.86	\$0.00	\$0.00	\$892.86
Claim Type:	Property Claim					
Loss Type:	Wind					
Loss Description:	Football stadium scoreboard was damaged by gusting winds.					
Location:	Other Property					
CLM25398	4151475					
3/10/2018	CLOSED	\$0.00	\$502.23	\$0.00	\$0.00	\$502.23
Claim Type:	Property Claim					
Loss Type:	Wind					
Loss Description:	Football stadium scoreboard was damaged by gusting winds.					
Location:	Other Property					
CLM25398	4151475A					
1/10/2020	CLOSED	\$0.00	\$6,010.90	\$0.00	\$0.00	\$6,010.90
Claim Type:	Property Claim					
Loss Type:	Electrical; Power Outage					
Loss Description:	Audio Visual and Communication systems breakdown due to power outages related to strong winds; Central office, high scho					
Location:	Administration Offices					
CLM31782	4168023					
Policy Total:		\$0.00	\$7,405.99	\$0.00	\$0.00	\$7,405.99

This is not to be construed as an absolute statement of claims, but as a history located for this insured with the listed policy numbers. The Amrisc, LLC loss runs do not necessarily reflect all new claims, transactions or changes applicable within the last 30 days.

CPAT Raymondville ISD**Account No: 713973**

Policy Term: 03/01/2020 -- 03/01/2021

Policy Numbers: 10T029659-13277-20-00 AMP7520610-05 AMR-42402-03 CPP1186474-00 HAN-14084-03 LEX-037041367-00 MSP-12728-07 ORAMPR008752-00 SSI-17746-00 USI-26505-00

Broker Company: CRC Group

Date Of Loss	Status	Loss Paid	Expense Paid	Loss Reserve	Expense Reserve	Total Incurred
7/25/2020	OPEN	\$250,000.00	\$85,171.25	\$1,255,366.34	\$32,568.97	\$1,623,106.56
Claim Type:		Property Claim				
Loss Type:		Wind; Named Storm				
Loss Description:		Wind and Water damage to various buildings				
Location:		Administration Offices				
CLM34054		4172852				
Policy Total:		\$250,000.00	\$85,171.25	\$1,255,366.34	\$32,568.97	\$1,623,106.56

	Loss Paid	Expense Paid	Loss Reserve	Expense Reserve	Total Incurred
Total All Years:	\$250,000.00	\$92,577.24	\$1,255,366.34	\$32,568.97	\$1,630,512.55

This is not to be construed as an absolute statement of claims, but as a history located for this insured with the listed policy numbers. The Amrisc, LLC loss runs do not necessarily reflect all new claims, transactions or changes applicable within the last 30 days.

Submit the following information, if applicable. Self-Insurance Pools and/or Cooperatives must include responses to the questions listed below;

- D What is your pool rating, AM Best Rating, or S & P Rating?
- D Is the pool reviewed annually by the Texas Department of Insurance (TDI)?
- D Does TDI Insurer Insolvency Fund protect your pool?
- D Is your pool reviewed and rated by an independent agency?
- D Provide a copy of your excess insurance policy, disclosing aggregate levels for all members
- D Provide a copy of your last two independent audited financial reports
- Provide explanation and details about the pool's reinsurance program to include names of participating carriers and Shared Loss Fund Attachment points by line of insurance coverage

REFERENCES

Vendors will submit a list of three references for which the vendor has provided like services or products. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration.

1. Company_____

Phone Number (____)_____

Contact Name_____

Title_____

2. Company_____

Phone Number (____)_____

Contact Name_____

Title_____

3. Company_____

Phone Number (____)_____

Contact Name_____

Title_____

REQUEST FOR PROPOSAL (RFP) SUBMITTAL INSTRUCTIONS

Vendors will be required to submit one (1) original of their Proposal statement. Responses must be typewritten on the company's letterhead and placed in three ring binders with tabs as follows:

Tab I – Vendor will provide:

Vendor must enclose Award of Contract/Proposal Fee Form on pages 12 of this RFP

Tab II – Required documents:

- a. Vendor must submit vendor packet located on District website at: https://www.raymondvilleisd.org/284166_3. This is the only vendor packet that will be accepted with the Required Documents under Tab 2; failure to do so will result in disqualification of the proposal.
- b. Vendor must enclose Submittal Checklist Form on page 13 of this RFP.

OTHER INFORMATION

- a. Proposals received via phone, facsimile, email or other medium will not be accepted or considered.
- b. Proposals must be received, and date stamped on or before the time and date stated above.
- c. The District reserves the right to reject any or all Proposals received and to award a contract only upon availability of funding.
- d. This RFP is an "All or Some" proposal.

ESTIMATED TIME SCHEDULE

- a. 1st advertisement December 16, 2020
- b. 2nd advertisement December 23, 2020
- c. RFP deadline on January 27, 2021 @ 3:00 p.m. (Central Standard Time);
- d. Recommendation presented for Board approval on February 9, 2021

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

Submittal Checklist

Proposers are encouraged to complete and return this checklist and the required documents as a part of their response submittal. Failure to return any of the required documents may subject your proposal to disqualification. Indicate your responses under column "Proposer Use Only."

RFP #21-018 Property and Casualty Insurance

Vendor: _____

	Item Description	Proposer Use Only		
		Yes	No	N/a
1.	Is all information in Tab 1 included with your response?			
2.	Is all information in Tab 2 included with your response?			

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (if applicable)

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Signature of Authorized Representative

Date

Print Name and Title

Organization Name

For District Procurement Department Use Only

Vendor: _____

The purpose of this preliminary evaluation is to determine whether this Proposal Statement will proceed to the next step for consideration.

[_____] YES, Proceed for consideration Date: _____

[_____] NO Decline for consideration Date: _____

Reason(s) for declining: () Missed timeline () Date and time received: _____

Other: _____

Procurement Director Initials: _____ Date: _____

(* Director review and initials required when declined for other reasons.)

Date Notice of Non-Award mailed to Proposer: _____ Buyer's Initials: _____

NEGOTIATION PROCEDURES

RISD reserves the right to negotiate all elements which comprise the respondent's offer to ensure the best possible consideration and to reject any and all responses. The final funding amount and the provision of the contract will be determined through negotiations between RISD staff and the successful respondent. Please do not provide any services until you receive an approved purchase order. As per our policy, RISD shall have no obligation to pay for any services provided by you unless a purchase order is properly drawn and issued.

GENERAL CONDITIONS

1. DETERMINING AWARD/EVALUATION OF PROPOSAL STATEMENT

In conformance with Texas Education Code 44.031 in determining to whom to award a contract, the District will consider:

FACTORS		WEIGHTS
1.	Purchase Price	55 points
2.	Reputation of the vendor and of the vendor's goods or services.	10 points
3.	Quality of the vendor's goods or services	10 points
4.	Extent to which the goods or services meet the District's needs	10 points
5.	Vendor's past relationship with the District	5 points
6.	Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	N/A
7.	Total long-term cost to the District to acquire the vendor's goods or services	5 points
8.	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor's ultimate parent company or majority owner: 1. Has its principal place of business in this state, or 2. Employs at least 500 persons in this state	Yes/No Yes/No
9.	Any other relevant factor(s) specifically listed in these specifications: Customer Service	5 points
Total		100 points

Points for pricing services will be calculated as follows:

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

Example:

lowest price/2nd lowest price X maximum points = points awarded

lowest price/3rd lowest price X maximum points = points awarded

If specific criteria are stated in the Bid specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the **DISTRICT**. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

2. **SUBMISSION, MODIFICATION, AND WITHDRAWAL OF RFP**

- a. Submission - All Proposal Statements, whether delivered by hand or mail, are due in sealed envelopes endorsed with RFP #21-018 no later than January 27, 2021 at 3:00 p.m. central time at the District's Purchasing Department located at 419 FM 3168, Raymondville, Texas 78580. Responses sent by overnight mail will have Proposal Statement number and name written on the delivery ticket. Proposal Statements must be signed by an authorized agent of the vendors that has authority to bind the vendors contractually. Please submit one (1) original of all required documents as listed on the Submittal Checklist. Proposal Statements may not be faxed or e-mailed. Proposal Statement/Bids/Proposals delivered to the RISD central mail facilities or to RISD locations other than 419 FM 3168, will not be considered "received" by the Business Office until they arrive at the Business Office. RISD will not be responsible for delays in delivery resulting from need to transport Proposal Statement/Bid/Proposals from another location or error or delay on the part of the carrier. You are responsible for keeping a copy for your own files.
- b. Modification - No response may be changed, amended, or modified, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. These modifications must be made by written or electronic notice in accordance with original submission terms.
- c. Withdrawal/Resubmission - A Proposal Statement may be withdrawn and resubmitted by written notice received by the District's Purchasing Department prior to the exact hour and date specified on the Proposal Statement. A Proposal Statement may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the Proposal Statement, but only if the withdrawal is made prior to the exact hour and date set for the receipt of Proposal Statements. Resubmissions may be done in accordance with the original submission terms in paragraph a above.
- d. For the purposes of this RFP the words bid, and Proposal Statement will be used in the same manner. They will both refer to a Request for Proposal Statements procurement document.
- e. Offer- This bid/proposal is a firm offer which shall be irrevocable and open for acceptance for calendar days (60 calendar days unless otherwise specified) from the date set for submission of bids/proposals.

3. **LATE PROPOSAL STATEMENT**

All bids delivered will be stamped with the date and time as proof they were received. For the purposes of this Proposal Statement the date and time on the "Datemark Stamper" located at the Central Administration Building will be the official time. If a quote is received after the stated date and time, it will still be stamped, but it will be considered late and not eligible for consideration. These quotes will be considered late and returned unopened. If a return address is not provided on the envelope, a late bid will be opened for identification purposes only and returned to the address provided within.

4. **TERMS OF CONTRACT**

Unless otherwise noted, the preferred terms for which Proposal Statements are being requested is for one (1) year with the possibility of extending the contract for a second and third year depending on the District's annual evaluation results. Items are to be ordered on an "as needed basis" over the contract period and prices are to be firm for that period. If applicable, renewed contract price must be provided by the proposer and received by the District at least ninety (90) days prior to renewal date and must carry a minimum twelve (12) price guarantee for each year.

5. **AWARD DATE**

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

6. **ALL OR SOME PROPOSAL STATEMENTS**

Proposers are required to submit pricing for all services/projects in this proposal. The Request for Proposal shall designate whether Proposer must submit prices in accordance with "All or None" or may submit prices in accordance with "All or Some". If "All or None" the Proposer must submit a proposal for all aspects of the project. If "All or Some" the Proposer may submit a proposal for only certain aspects of the project but is not required to submit proposals for all aspects of the project. The District reserves the right to award to more than one vendor.

7. **OPENING OF PROPOSAL STATEMENT**

Proposal Statements will be publicly opened at the Purchasing Department immediately after Proposal Statements are due. Proposals will be opened after 3:00 p.m. on January 27, 2021. Only names of the proposers will be read aloud.

8. **APPLICABILITY**

These conditions are applicable and form a part of the contract document and are part of the terms and conditions of each purchase order (standard purchase terms and conditions) issued as a result of this Proposal Statement. The selected proposer will receive a Notice of Award with a contract that must be signed by the awarded proposer in accordance with specified timelines. If proposer has their own contract, they are to provide a copy of that contract for evaluation and determination by the District legal counsel. Any deviations to these general conditions and/or specifications will be conspicuously noted in writing by the Proposer and shall be included with the Proposal Statement. The successful bidder/proposer will not begin services or deliver product without a purchase order signed by an authorized representative of the Raymondville Independent School District. The district will neither be responsible nor make payment for any goods delivered or services performed without a valid purchase order.

9. **RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY**

Submission of a Proposal Statement indicates respondent's acceptance of the evaluation criteria and respondent's recognition that some subjective judgments must be made by the District during the evaluations.

10. **PROPOSAL OF PROPOSER**

The District may make investigations deemed necessary to determine the Proposals and/ or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder will furnish to the District all such information as the District may request. The District reserves the right to reject any bid if the bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract.

11. **DISQUALIFICATION OF PROPOSER -Reasons that shall disqualify**

Proposers shall be disqualified, and their responses not considered for any of the following reasons:

- a. Failure to submit Proposal Statement by required date and time
- b. Failure to submit required documents as specified on Submittal Checklist
- c. Failure to abide by Non-Collusion Statement as specified below
- d. Any pertinent information coming to the attention of the District resulting in material legal matters
- e. Failure to submit prices in accordance with "All or Some"/ "All or None" criteria as specified in #6, above.

12. **DISQUALIFICATION OF PROPOSER - Reasons that may disqualify**

Proposers may be disqualified, and their responses not considered for any of the following reasons:

- a. Reason for believing collusion exists among bidders.
- b. Reasonable grounds for believing that any bidders have interest in more than one Proposal Statement or bid wherein there may be a conflict of interest.

- c. The bidder being interested in any litigation against the Board.
- d. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
- e. Failure to demonstrate competency as revealed by any required financial statement, experience or equipment questionnaire, or omission or falsification of required Proposal Statement submittals on this or prior procurements, etc.
- f. Failure to demonstrate financial ability to fund the projects on an interim basis as revealed by a financial statement, financial records, bank references, etc.
- g. Current or uncompleted work, which, in the judgment of the District, will prevent or hinder the timely completion of additional work, if awarded.
- h. Failure to comply with applicable laws relevant to Public Works contracts.
- i. Other information or circumstances which establish reasonable grounds for belief that the bidder or proposer is not a "responsible bidder" or "responsible proposer."
- e. The Proposer being delinquent on any property taxes due to the District.

13. **MODIFICATION OR WITHDRAWAL BY SUCCESSFUL PROPOSER**

Modifications or withdrawal of a bid by the successful bidder will be accepted only if the change is in the best interest of the District and executed in writing.

14. **IDENTICAL PROPOSALS**

In the event of tie bids, the DISTRICT, shall select by the casting of lots or award may be made to multiple vendors.

15. **INSURANCE REQUIREMENTS**

No later than 10 days after contract is awarded, vendors must submit insurance certificate in accordance with the general conditions. Proposer may be disqualified for not providing this required document.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the

governmental entity showing that coverage has been extended.

The contractor will retain all required certificates of coverage for the duration of the project and for one year thereafter.

- a. Worker's Compensation Insurance - documentation of insurance will be required prior to the work beginning. If applicable, the contractor shall procure and maintain during the life of this agreement Worker's Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas and forwarded as evidence to the Raymondville Independent School District that it is in force.
- b. The Comprehensive General Liability Insurance must include liability coverage for bodily injury, personal injury (including employment related suits), independent contractor, blanket contractual, product, fire, medical expense, and complete operations.

The following are the types of coverage and acceptable limits that will be maintained:

Worker's Compensation Insurance and Employer's Liability	
Part One-Worker's Compensation	Statutory Limits
State	Texas
Part Two-Employer's Liability	<u>Annual Limits Per Insured</u>
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Limit Notes: This policy will cover operations of the RISD project for contractors/subcontractors of all tiers performing work in connection with project site(s).	
<u>Commercial General Liability</u>	<u>Annual Limits of Liability</u>
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expense (any one person)	\$10,000
Builders' Risk (Not Applicable to this RFP)	
Annual Limits of Liability Shared by all Insured	
Per occurrence and specified location	\$50,000,000 (Per occurrence)
Deductible (To be paid by District)	\$5,000
All Risk Perils (including flood and windstorm)	

RAYMONDVILLE ISD. must be added as an additional insured for the Comprehensive Automobile Liability.

16. BONDS (PERFORMANCE AND PAYMENT) NOT REQUIRED FOR TIDS RFP

The contractor must provide a certificate of coverage to the District prior to being awarded the contract. Proposer may be disqualified for not providing this required document.

In accordance with Government Code 2253, Public Work Performance and Payment Bonds, a governmental entity that makes a public works contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

- a. A performance bond if the contract is in excess of \$100,000; and
- b. A payment bond is required for contracts in excess of \$25,000.00

A bond required by this code must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with the District, must be made payable to and its form must be approved by the District. In accordance with the applicable insurance code, the successful bidder shall submit the required bonds when a contract is made and BEFORE the contractor begins work.

17. **VENDOR BID PROTEST/APPEAL**

The vendors should submit a written protest detailing concerns to the Purchasing Department. If any of the information is omitted or incomplete, the Procurement Director will immediately notify the protester in writing. The missing information must then be submitted to the Procurement Director within two business days, if the protest is to be further considered.

The Procurement Director may give notice of the protest and its basis to other persons, including other bidders involved in or affected by the protest, and such other persons may be given an opportunity to submit their views and relevant information.

Upon receipt of a written protest, the Procurement Director will convene a dispute panel consisting of the following:

- a. Contract Manager of product or service.
- b. Two District Administrators that do not report to the Contract Manager or his/her supervisor.
- c. Assistant Superintendent of Schools.

The panel will issue a decision in writing within ten business days of receiving the protest. If the Assistant Superintendent of Schools participated in the evaluation committee or has a conflict of interest in the matter, the Superintendent will designate an alternate individual to participate in the dispute panel. A deadline for appealing the decision will be provided in the notice. A copy of the decision will be mailed (by certified mail, return receipt requested) or otherwise promptly furnished to the protester and any other interested parties. The decision will be considered final and conclusive unless a written appeal is delivered to the Superintendent within three business days from receipt of the decision.

If appealed to the Superintendent, he/she may base his/her decision on documents already submitted as part of the protest process and/or may request additional documentation. The subsequent decision made by the Superintendent or his designee will be issued within seven business days and will be final and conclusive.

When a protest has been timely filed with the Procurement Director before award, the District will not make an award until the appeals process is concluded. However, if the District determines that the items or equipment are urgently required, and/or delayed delivery will hinder student performance/safety, and/or failure to make prompt award will otherwise cause undue harm to the interest of the District, will grant a full or partial award while the protest is being processed.

Failure to comply with these protest procedures will render protest untimely and/or inadequate and will result in rejection by the District. Compliance with these protest procedures will be a condition precedent to commencement of litigation on the protest issues.

The timelines outlined above may be extended by the District, if needed. Bidders must submit a written request to the District if an extension is desired. The District reserves the right to accept or reject requests for extension of the protest period.

18. **WARRANTY**

Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. The District does not waive or limit any warranties, either

expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.

19. **EXPRESSED WARRANTIES**

Implies wear of merchantability and implied warranty of fittings for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein will be approximate and will not be nullified, voided or altered in any way by the inclusion of the bidder preprinted forms with this document. The workmanship and material specified in this bid/proposal shall be fully guaranteed for a minimum period of one year from date of delivery and/or acceptance of work, unless otherwise stated in your bid/proposal.

20. **F.O.B.DESTINATION**

Bids/Proposal Statements must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by the bidder. No additional charges will be accepted. Possessions of goods will not pass to the District until received at the District's receiving dock and signed as received.

21. **DELIVERY**

Delivery personnel must provide a current, valid company picture identification card when making deliveries to the District. Deliveries required in this Proposal Statement shall be freight prepaid F.O.B. destination and bid price will include all freight and delivery charges. No delivery, no sale.

22. **DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:**

- a. Right of Award - The District reserves the right to award as is in its best interest and may therefore chose items from different vendors. The District may negotiate with the top three proposers. A written Notice of Award letter will be sent to the awarded vendors(s). The District may either enter into a contract with the vendors(s) or the award letter followed by a purchase order to the successful bidder(s) may result in a binding contract without further action by either party.
- b. Right to Reject Proposal Statements – The District reserves to reject any and all proposal statements, waive all irregularities, and to choose the most advantageous price for each item.
- c. Right to Hold Proposal Statements - The District reserves the right to hold Proposal Statements for 60 days before awarding the contract.
- d. Right to Increase or Decrease Quantities - The quantities required are substantially correct, but the District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the District. The District also reserves the right to decrease quantities during the period the bid/Proposal Statement is guaranteed to be firm. Items are to be ordered "as needed" over the estimated contract period.
- e. Right to Extend Awarded Contract - The District and the vendors may mutually agree to extend the contract on a monthly basis, or other agreed upon period, if needed.
- f. Right to Amend RFP - The District reserves the right to amend the RFP prior to bid opening date. The District may also consider and accept an alternate Proposal Statement as provided herein when most advantageous to District.
- g. Right of Negotiations -The District reserves the right to conduct discussions and negotiate final scope and price.

23. **LIST PRICE OR DISCOUNT PERCENT**

For list price Proposal Statements, the price shall be fixed for the entire contract period. For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages will be for the contract

period specified. If the per-unit price will fluctuate at the quarterly intervals, proposer must disclose the maximum increases being proposed.

24. ALTERNATE PRODUCTS AND METHODS/SUBSTITUTIONS

The showing or mentioning in these specifications of certain trade products and methods is done partly for the purpose of establishing a standard of quality. The mentioning of trade names does not imply that the mentioned products are the only ones that will receive approval or consideration. Please submit name of product of each item proposed. Substitutions from the brand(s) proposed will not be accepted unless approved in writing by the Purchasing Director. Samples of possible substitution items may be requested at that time.

25. SAMPLES

Samples, when requested, must be furnished at no cost to the District. If not destroyed during examination, they will be returned to the bidder/proposer upon request, at the company's expense. Each sample, when requested, should be clearly marked with the bidder's name and item number on the bid/proposal. DO NOT ENCLOSE IN OR ATTACH BID/PROPOSAL TO SAMPLE.

26. AVAILABILITY OF FUNDS

All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

27. SALES TAX EXEMPTION

The District qualifies for exemption of the Texas limited sales, exercise and use sales tax will not be charged on these purchases.

28. REBATES/PROMOTION ITEMS

If a rebate is offered by the manufacturer of a Proposal Statement item(s) after Proposal Statement is awarded, the successful proposers will advise the District and deduct the rebate from the Proposal Statement price. If a special promotion is offered by the vendors, the vendors must clearly disclose the criteria for earning the promotion. All promotions will be coordinated with the Purchasing Department directly.

29. INSPECTION OF BID ITEM(S)

The bid item(s) will be inspected upon arrival. All defects will be repaired or replaced at the expense of the successful proposer.

30. SUBSTITUTIONS

The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal or greater quality, unless "no substitute or only" is specified in the PROPOSAL. All substitutions must meet or exceed specifications to be acceptable. The make, model, and description of all substitutions

31. INVOICING

Invoices must be addressed to the Accounts Payable Dept. at the above address. Payment on a properly submitted invoice will usually be made within 30 days of receiving the completed order and original invoice. If an invoice is not properly submitted, the District will not be responsible for late and/or finance charges.

32. TERMINATION BY DISTRICT

For Cause - The District will have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors will include service performance.

Without Cause - The District, in accordance with this provision, may terminate the performance under this

order in whole or in part. Termination hereunder will be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

33. **CERTIFICATION OF PAYMENT**

Payment by the District will be made in accordance with the terms of the contract or purchase order. Once awarded, vendor will not assign payment to other entity. No assignment of payment will be allowed.

34. **UNIFORM COMMERCIAL CODE**

All contracts and agreements between vendors and the District will strictly adhere to the statutes as set forth in the Uniform Commercial Codes as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

35. **PUBLIC WORKS CONTRACTS**

- a. The contractor will comply with all laws, rules, regulations, and ordinances of the State of Texas, the County of Willacy, and the City of Raymondville relating to the employment of Labor and the performance of public works contract, and the contractor shall comply with all requirements of the Raymondville Independent School District regulating or applying to the performance of public improvement contracts.
- b. The contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational Proposal) or race, color, religion, national origin, or ancestry. The contractor further agrees that every subcontract entered into for the performance of this agreement will contain a provision requiring non-discrimination in employment herein specified, building upon each subcontractor. Breach of this covenant may be regarded as a material breach of the agreement.
- c. When applicable, the contractor shall procure and maintain during the life of this Workers' Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas, adequately protecting all labor employed by the Contractor during the life of this agreement and shall provide evidence to the Raymondville Independent School District that such insurance is, in fact, in force. All Certificates of Insurance will be forwarded to the Raymondville Independent School District.
- d. When applicable, the contractor will comply with OSHA safety rules and any other safety guidelines and standards as required by the Raymondville Independent School District.

36. **FELONY CONVICTION NOTIFICATION**

A person or business entity that enters into a contract with the District shall notify the District if the person or an owner or operator of the business entity has been convicted of a felony. Such notice will include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors will complete and submit the "Felony Conviction Notification" included with this packet in the Required Forms.

37. **CONFLICT OF INTEREST**

No member or spouse of the board, president, superintendent, business manager or any other person holding any position or employment under said board, will be directly or indirectly interested in an purchase, sale, business, work or contract, the expense, price or consideration of which is paid from school funds of said District, nor shall any such officer or employee purchase any warrants or claims against said board of District, or any interest herein, or become surety for any person or persons having a contract or any kind of business with said board, for the performance of which security may be required. Anyone violating this provision will be removed from office or be discharged from services by the majority of the board. No

member of said board will vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member shall disclose such interest and refrain from voting. All interested parties shall comply with Board Policy BBFA (LEGAL).

[https://pol.tasb.org/Policy/Download/1237?filename=BBFA\(LEGAL\).pdf](https://pol.tasb.org/Policy/Download/1237?filename=BBFA(LEGAL).pdf)

Conflict of Interest Disclosures are found in the Vendor packet. Please refer to The Texas Ethics Commission website at <http://www.ethics.state.tx.us/> for more information.

Additionally, an employee interested in responding to this Proposal Statement shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District, Board Policy DBD (LOCAL).

Nothing herein shall be construed as creating the relationship of employer or employee between the Raymondville Independent School District and the contractor/vendor or between the Raymondville Independent School District and the contractor's/vendor's employees. The contractor/vendor is an independent contractor, and nothing contained herein shall constitute or designate the contractor/vendor or any of his employees as employees of the Raymondville Independent School District.

38. GENERAL ETHICAL STANDARDS

Gratuities - It is a breach of ethics to offer, give or agree to give any employee or former employee of a school District, or for any employee or former employee of a school District to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal Statement therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

Kickbacks - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school District, or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every District's contract and solicitation in accordance with the Texas Education Agency's Financial

Accountability System Resource Guide Update 14.0.

39. NON-COLLUSION STATEMENT

The proposer affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal Statement in collusion with any other Proposer, and that the contents of this Proposal Statement as to prices, terms or conditions of said Proposal Statement 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 Statement. The proposer also affirms that they have not given, offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this Proposal Statement, proposer (or any representative of proposer's company) will not discuss the contents of this Proposal Statement with any person affiliated with District, other than the Procurement Director or its Designee, prior to the awarding of this bid/Proposal Statement. Failure to observe this procedure will cause the Proposal Statement to be rejected.

40. **INDEMNIFICATION PROVISION**

To the extent allowed by law, the written contract executed between the successful respondent and District will contain an indemnification provision in which the successful respondent agrees to indemnify and hold the District harmless from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage rising from or relating to respondent's performance of services or goods made the subject of this bid. District does not agree to indemnify the successful respondent.

41. **VENUE**

It is understood and agreed by both the successful bidder and the District that venue for any litigation from this contract will lie in Willacy County, Texas. The contractor/vendor understands and agrees that the above general bid/proposal specifications are terms and conditions of the contract between the Raymondville Independent School District and the contractor/vendor. These general bid /proposal specifications and terms and conditions shall control and govern in the event of any conflict with any other terms and conditions submitted by the contractor/vendor.

42. **PROPOSAL STATEMENT INTERPRETATION**

No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing, addressed to the Procurement Director/Buyers, and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "Invitation to Bid", which if issued, shall be emailed to all known prospective bidders and posted on the RISD Procurement website. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued will become part of the contract document.

43. **RIGHT TO AUDIT CLAUSE**

The District upon written notice will have the right to audit all documents relating to all projects. Records subject to audit will include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendors work for the District and shall be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendors compliance with contract requirements (b) compliance with District procurement policies and procedures (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and the Vendors. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

44. **NO ARBITRATION CLAUSE**

To the extent allowed by law, the written contract executed between the successful respondent and Raymondville Independent School District will contain an indemnification provision in which the successful respondent agrees to indemnify and hold the Raymondville Independent School District harmless from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage arising from or relating to respondent's performance of service or goods made the subject of this bid. Raymondville Independent School District does not agree to indemnify the successful respondent. There will be no agreement for binding arbitration in any written contract between Raymondville Independent School District and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

45. **DEFINITION**

The words "bids, competitive sealed Proposal Statements, quotes" and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, request for Proposal Statements, quotes, competitive sealed Proposal Statements, etc., to which they are attached.

46. **NO LIMITATION OF LIABILITY REMEDIES OR DAMAGES**

District will not contractually agree to limit in any manner either Respondent's potential liability or District potential remedies or damages relating to or arising from any potential dispute between the parties or relating to the services, products or goods made the subject of this Proposal Statement.

47. **OTHER INFORMATION**

For additional information, contact Andres Villalpando, Purchasing Coordinator, at (956) 689-8175. Failure to respond to this bid/proposal in writing may result in your removal from our bid list. Bids/Proposals received after the time and date specified will not be considered and will be returned to the bidder unopened.

48. **CRIMINAL HISTORY AND FINGERPRINTING REQUIREMENTS**

A vendor who has or will have (or subcontracts with an individual(s) who has or will have) direct contact with students are required to provide criminal background checks for all such individuals. Vendors are required to provide certification that a criminal background check has been performed for those employees and are responsible for the cost of the criminal background check. School contractors hired 1/1/2008 or after who meet the following criteria, must be fingerprinted:

- a. A contractor (entity or individual) that provides services to a school district and has direct contact with students, must be fingerprinted before beginning work.
- b. The contractor shall certify to the school district that it is compliance with the fingerprinting laws. The school district may review the background check results for contracted employees in the DPS FACT Clearinghouse as provided by Section 411.0845, of the Government Code.
- c. Additionally, a subcontractor must certify to the school district and to the contracting entity that the subcontractor has fingerprinted all individuals providing services to the district under the terms of the contract.
- d. The school district may request additional information from a contractor in order to verify that the fingerprinting has been completed.

49. **1295 TEXAS ETHICS COMMISSION**

- a. New disclosure requirements were written into the law during the 2015 legislative session. The new law is codified at Texas Government Code § 2252.908, which was enacted by H.B. 1295, and requires, as of January 1, 2016, that vendors file a disclosure form electronically with the Texas Ethics Commission identifying the vendor's interested parties to certain contracts with Texas school districts. When applicable, the process must be completed prior to contract execution or purchase order issuance.
- b. Please register and complete the form for our transaction on the Texas Ethics Commission's website. Once completed, you will need to print it out, sign it before a notary, and submit it to the District. Company must complete form using the number of the RFP, which pertains to the project your company is submitting. The District's identification number for this contract is [RFP #21-018 Property and Casualty Insurance].
- c. Raymondville Independent School District is identified as an "OTHER GOVERNMENTAL ENTITY", not a state agency. Instructional videos and an FAQ about how to register and file a report is available at <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>.

50. **CERTIFICATION REGARDING TERRORIST ORGANIZATIONS (Govt. Code 2252 (SB252))**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

51. **CERTIFICATION REGARDING BOYCOTTING OF ISRAEL Govt. Code 808 <HB89)**

Vendor certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

52. CTPA SOLICITATION CLAUSE

Vendor Acknowledges:

Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

- a. *Membership.* Raymondville Independent School District is a member in good standing of the Central Texas Purchasing Alliance ([CTPA / txctpa.org](http://txctpa.org)), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.
- b. *Adoption of Awarded Contracts.* In support of this collaborative effort, all awards made by Raymondville Independent School District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.03 l(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
- c. *Adopted Contract Management.* The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

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.

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

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

6 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
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

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

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

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: _____

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



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: _____

Note: Please complete and submit this form with your bid. Write N/A if this form does not apply to your company.

**RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

**BID SPECIFICATIONS
FOR: RFP #21-018**

ACKNOWLEDGEMENT FORM

PLEASE MAKE SURE THAT YOU HAVE DONE THE FOLLOWING:

1. YOU MUST COMPLETE AND RETURN THE **FELONY CONVICTION NOTICE, TWO (2) AFFIDAVITS, 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)
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.