

RFP No. 20-020  
Student/Athletic Insurance

February 19, 2020

Gentlemen:

The **RAYMONDVILLE ISD** is accepting "REQUEST FOR PROPOSALS" for Student and Athletic Insurance from "A" rated insurance companies. A copy of specifications is attached.

Proposals should be submitted to:

**RAYMONDVILLE ISD  
Business Office/Purchasing  
419 FM RD 3168  
Raymondville, Texas 78580**

Please mark the envelope:

**RFP No.: 20-020 STUDENT AND ATHLETIC INSURANCE PROPOSAL**  
**RFP Due: Wednesday, April 15, 2020 at 3:00 PM**  
**RFP Opening: Wednesday, April 15, 2020 at 3:05 PM**

The RFP opening is scheduled for **Wednesday, April 15, 2020 at 3:05 PM** at which time the proposals will be publicly opened. However, proposals will not be publicly exposed. Any proposal received thereafter will not be considered and will be returned to the proposer unopened. Any changes or request for changes in the specifications will not be recognized after the sealed proposals are submitted. **RAYMONDVILLE ISD** reserves the right to postpone, to accept or to reject any or all proposals as it deems to be in its best interest and to waive formalities and reasonable irregularities in proposing.

Each proposer shall furnish the information required **on the attached RFP forms**. Facsimiles will not be accepted.

For additional information, contact

**Andres Villalpando  
Purchasing Coordinator  
419 FM RD 3168  
Raymondville, Texas 78580  
Phone # (956) 689-8175 ext. 4129  
E-Mail: villalpandoa@raymondvilleisd.org**

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**RAYMONDVILLE ISD**

**GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL FOR CONTRACTED SERVICES**

1. **PREPARATION OF PROPOSALS**

- a. Proposers are expected to examine the specifications and all instructions. Failure to do so will be at the proposer's risk.
- b. Each proposer shall furnish the information required on the attached RFP form. These conditions are applicable and form a part of the contract documents in each and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and RFP forms issued herewith.
- c. Erasures or other changes must be initialed by the person signing the proposal.
- d. Any changes or request for changes in the specifications will not be recognized after the sealed proposals are submitted.
- e. Proposals should not include state tax; **RAYMONDVILLE ISD** is tax exempt.

2. **SPECIFICATIONS**

Proposals are to be submitted in accordance with the specifications noted herein. Any restrictions, deviations or other modifications which would restrict or broaden coverage must be clearly noted in the proposals.

The District desires participation in a PPO network. Please include in your submission a provider directory for RAYMONDVILLE; Willacy County area or website address for provider directory access.

3. **SUBMISSION OF PROPOSALS**

- a. Proposals should be mailed or delivered to the address below:

**RAYMONDVILLE ISD  
Purchasing Coordinator  
419 FM RD 3168  
RAYMONDVILLE, Texas 78580**

- b. Proposals shall be enclosed in sealed envelopes addressed with the name and address of the proposer on the face of the sealed envelope.
- c. Proposals shall have the following information on the face of the sealed envelope:

**SEALED RFP - STUDENT AND ATHLETIC INSURANCE PROPOSAL  
RFP Due: **Wednesday, April 15, 2020 at 3:00 PM****

- d. Facsimiles will not be accepted.

4. **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn prior to the time due by written notice only.

5. **LATE PROPOSALS**

Proposals and modifications or withdrawals thereof received after the time set for opening will not be opened or considered.

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6. **DISCLOSURES**

- a. By signing this proposal, a proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a District employee or Board member in connection with the proposal submitted.
- b. Proposer shall note any and all relationships that might be a conflict of interest and include such information with the proposal.

7. **RESERVATION OF RIGHTS**

- a. **RAYMONDVILLE ISD** reserves the right to reject any or all proposals and to waive formalities and minor irregularities in proposals.
- b. **RAYMONDVILLE ISD** reserves the right to accept other than the lowest priced proposal.
- c. **RAYMONDVILLE ISD** reserves the right to negotiate with all proposers considered to be within the competitive range.
- d. Both parties agree that venue for any litigation arising from this contract shall lie in Willacy County, Texas. This contract shall be governed by the Laws of the State of Texas and the Uniform Commercial Code.
- e. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark or application, the seller shall indemnify and hold harmless the District from any and all loss, cost expense and legal fees on account of any manufacture, sale or judgments on account of manufacture, sale or use of such article in violation infringement or the lack of rights under such patent, copyright, trademark or application.

8. **ACCEPTANCE OF PROPOSAL**

- a. It is NOT the policy of **RAYMONDVILLE ISD** to purchase on the basis of low proposals alone.
- b. In evaluating qualified proposals, **RAYMONDVILLE ISD** will consider coverage afforded (overall quality and value to the District, suitability for the intended use, etc.), cost, probability of continuous availability, and the financial condition and reputation of the carrier(s).
- c. Preference will be given to the carrier who can provide all lines of coverage in a package format. Preference shall be given to proposers willing and able to provide all coverage being bid.
- d. Prompt-payment discounts will be included in the evaluation of proposals, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.
- e. The Board of Trustees of **RAYMONDVILLE ISD** reserves the right to reject any and/or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District.

9. **CANCELLATION**

- a. Cancellation by either the proposing organization or the **RAYMONDVILLE ISD** shall be with sixty (60) days written notice or fifteen (15) days in the case of nonpayment.
- b. Board of Trustees approval and acceptance of a quoted price results in a binding contract. Any failure to provide the goods and services at the price quoted to and accepted by the Board of Trustees may result in legal action taken against the successful proposer for breach of contract, deceptive trade practices and other remedies, legal or otherwise, available to the School District.

**RAYMONDVILLE ISD**

**SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL FOR CONTRACTED SERVICES**

**1. PROPOSED EFFECTIVE DATE**

- a. The contract shall be for a period of one year, beginning **August 1, 2020** through **July 31, 2021**.
- b. There will be an option to renew annually for an additional three years if the renewal is agreed to in writing by both parties. In no instance shall this extension be considered automatic.

**2. COMPANY ELIGIBILITY**

- a. All proposals must include the name of the insurance company, which must have a general policyholder's rating of A- or better as published by A.M. Best's Key Rating Guide, latest edition.
- b. The insurance company must be authorized to do business in the State of Texas.
- c. The successful proposer must be in the position to supply audited financial statements on an annual basis, prepared by a national auditing firm.

**3. OTHER INFORMATION**

- a. Coverage shall be for one year beginning at 12:01 A.M., **August 1, 2020** and shall extend until 12:00 midnight, **July 31, 2021**. Premium rates shall be guaranteed for this initial one year period.
- b. Any plan of insurance, additional information, different methods of handling coverage, increased protections, etc., not in the specifications, will be welcomed, but must be submitted separately as an alternate proposal. Consideration will require supporting information and reasoning for better or more reasonable coverage for the District.
- c. Copies of all policy forms and endorsements must be furnished along with your proposal.
- d. Basis of premium payment should be outlined.
- e. It is the intent of **RAYMONDVILLE ISD** to award the proposal to one carrier who can provide all lines of coverage in a package format. Preference will be given to proposers willing and able to place the entire package with one company. Each proposal should include the three benefits listed below:
- f. Student accident insurance provides:
  - (1) Student (Voluntary Accident) coverage for grades Pre-kindergarten through 12 with a quote for 24 hour coverage and school-time only coverage.
  - (2) Student Athletic/UII coverage for students in grades 7 through 12 including athletic activities "Athletic" physical education classes and ROTC as long as it is a supervised, sponsored sport, game or activity.
  - (3) Catastrophic Insurance Coverage and Additional Death and Disability Benefits for interscholastic sports, including: football, band, cheerleaders, majorettes and drill (dance) teams and to include intramural sports, gym classes, and non-sport extracurricular activities. Preference will be given to any carrier that can offer a **\$5,000,000** Catastrophic Maximum Benefit.

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4. **UNDERWRITING INFORMATION**

a. Total number of students

Middle School (grades 7-8) and High School (grades 9-12)

**Athletic Enrollment**

	<b>High School</b>		<b>Middle School</b>	
<b>Sport</b>	<b>Male</b>	<b>Female</b>	<b>Male</b>	<b>Female</b>
Baseball	50		40	
Basketball	45	45	45	30
Tennis	25	20	15	15
Football 7-8			125	
Football 9	37	1		
Football 10-12	85			
Golf	10	10		
Gymnastics				
Power Lifting	12	2		
Soccer	20	40		
Softball		30		30
Swimming				
Cross Country	15	10	12	12
Track	20	48	55	30
Volleyball		50		40
Cheerleading		16		16
<b>Total Athletes</b>	<b>319</b>	<b>272</b>	<b>292</b>	<b>173</b>
<b># of Schools District</b>	<b>1</b>		<b>1</b>	

b. UIL Classification: 3 A

c. Premiums and Claim Loss Data History

<b><u>Year</u></b>	<b><u>Company</u></b>	<b><u>Premium</u></b>	<b><u>Losses</u></b>
2017-2018	Texas Insurance Service	\$53,500	\$57,499
2018-2019	Texas Insurance Service	\$53,500	\$22,646
2019-2020	Texas Insurance Service	\$53,500	\$10,694
			(as of Feb., 2020)

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5. **SPECIFICATIONS**

The District desires plan benefits that meet or exceed current plan benefits (see attached).

Favorable consideration will be given to those proposals which are close to or meet the following benefit levels:

- Heat Exhaustion/Heat Stroke - treated as covered accident.
- Dental coverage included in plan
- Accidental death and dismemberment coverage included in plan
- The District favors participation in a PPO network. Please include a copy of the Provider directory with your proposal or their website address
- The District **REQUIRES** a detailed (monthly, preferred) loss run for all claim forms submitted (please submit a sample copy of detailed loss run)

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**REQUIRED PROPOSAL FORM**

	<b>OPTION I</b>	<b>OPTION II</b>
<b>POLICY MAXIMUM/DEDUCTIBLE</b>		
<b>HOSPITAL SERVICES:</b>		
<b>Daily R&amp;B</b>		
<b>Intensive Care R&amp;B</b>		
<b>Emergency Room</b>		
<b>Misc. Services</b>		
<b>Surgery</b>		
<b>Physician Visits</b>		
<b>Anesthesiologist</b>		
<b>Assistant Surgeon</b>		
<b>Inpatient Hospital Care and Service</b>		
<b>Radiology</b>		
<b>Diagnostic Imaging</b>		
<b>Nurse Service</b>		
<b>Dental Treatment</b>		
<b>Professional Ambulance Service</b>		
<b>Physiotherapy</b>		
<b>Orthopedic Appliances</b>		
<b>Eyeglasses</b>		
<b>Heat Exhaustion/Heat Stoke</b>		

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

For loss of:

Life	\$	\$
Both hands or both feet or both eyes	\$	\$
One hand and one foot, one hand and one eye, or One foot and one eye	\$	\$
One hand or one foot	\$	\$
One eye	\$	\$

If within 100 days from the date of the accident, injuries cause dismemberment or death, the largest applicable indemnity will be paid, IN ADDITION to benefits for medical expense.





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**PROPOSAL FORM  
(PREMIUM RATES)**

**Individual Voluntary Student Plans**

**Premium Rates per Student**

	<b>Option I</b>	<b>Option II</b>
School time Plan	\$	\$
Around-the-Clock Plan	\$	\$
Optional Extended Dental	\$	\$

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**RAYMONDVILLE ISD**

**(Catastrophic Coverage)**

**Schedule of Benefits**

The benefits provided under this policy are indicated below:

**CATASTROPHIC CASH & ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT**

CATASTROPHIC CASH MAXIMUM AMOUNT PER ACCIDENT \$

Maximum Benefit Period

Accidental Death Benefit Amount \$

Accidental Death & Dismemberment Maximum Amount per Accident \$

Principal Sum \$

Please enclose a list of preferred providers in this area.

\*The fees indicated are estimates; however the District requires U&C fees to be paid.

**5.1 CERTIFICATION STATEMENT**

The undersigned does hereby declare that they have read the specifications for the Athletic and Voluntary Student Accident Insurance, and with full knowledge for the qualifications, does hereby agree to furnish the coverage in full accordance with the specifications and requirements.

I certify that \_\_\_\_\_ and its response complies with these specifications.  
(Name of Organization)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**6.1 PROPOSAL RESPONSE FORM  
ATHLETIC & VOLUNTARY STUDENT ACCIDENT INSURANCE**

Name of Company: \_\_\_\_\_

**I. Student Accident Insurance (Voluntary)**

- |                              |         |
|------------------------------|---------|
| 1. Round The Clock (24 Hour) | \$_____ |
| 2. School-Time Coverage      | \$_____ |

**II. Athletic Accident Insurance Plan      Plan Type: \_\_\_\_\_**

A. Coverage for all Senior and Junior High Interscholastic Sports and Activities including Bands, Cheerleaders, Drill Teams, and other sport and non-sport activities under U.I.L. competition

- |                        |         |
|------------------------|---------|
| a. Football            | \$_____ |
| b. Other U.I.L. Sports | \$_____ |
| c. Other Activities    | \$_____ |

**B. Catastrophic Injury Coverage:**

- |  |                |
|--|----------------|
| a. Deductible: \$25,000; Limit: \$5,000,000  | \$_____        |
| b. Deductible: \$25,000; Limit: \$10,000,000 | \$_____        |
| <b>Subtotal Athletic Insurance (A + B)</b>   | <b>\$_____</b> |

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**Weight Table**

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

	<b>Selection Criteria</b>	<b>Percentage</b>
1	The purchase price;	35
2	The reputation of the vendor and of the vendor's goods or services;	15
3	The quality of the vendor's goods or services;	15
4	The extent to which the goods or services meet the district's needs;	15
5	The vendor's past relationship with the district;	5
6	The impact on the ability of the district to comply with the laws and rules relating to historically underutilized business;	1
7	The total long-term cost to the district to acquire the vendor's goods or services;	14
	<b>Total</b>	<b>100%</b>

- This form is used to rank and tabulate RFPs'/Proposals received.

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**RAYMONDVILLE ISD**

**ACKNOWLEDGEMENT**

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offerer, and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Phone Number

/

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Bidder (Print Name of Company official authorizing this proposal)

\_\_\_\_\_  
Signature of Company official authorizing this proposal

\_\_\_\_\_  
Position with Company

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
Date

**RAYMONDVILLE ISD**

**FELONY CONVICTION NOTICE**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education §44.034. Following is an example of a felony conviction notice:

<b>FELONY CONVICTION NOTICE</b>
Texas Education Code § 44.034 (a) provides that any person or business entity, other than a publicly held corporation, that enters into a contract with a school district must give advance notice to the school district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
TEXAS EDUCATION Code § 44.034 (b) provides that if the school district determines that the person or business entity failed to give notice as required by Texas Education Code § 44.034 (a) or misrepresented the conduct resulting in the conviction, the school district may terminate the contract after compensating the person or business entity for services performed before the termination of the contract.

I, \_\_\_\_\_ the undersigned owner of the business entity named herein, certify that the information I have provided herein is true and correct and within my personal knowledge.

Vendor's Name: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL'S NAME:

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

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

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony: Name of Felon(s): \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**RAYMONDVILLE ISD**

**RESIDENCE CERTIFICATION**

In accordance with Article 601g, as adopted by the 1985 Texas Legislature, the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Article 601g. State of Political Contracts for Construction, Supplies, Services, Bids by Non resident, Section (a) in this Act:

**(1) "Government agency of the state"** means:

an incorporated city or town, a county, a public school district, a special-purpose district or authority, or a district, county, or justice of the peace court;

**(2) "Non-resident bidder"** means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**(3) "Texas residential bidder"** means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**(B)** The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, material, or equipment to a non-resident bidder unless the non-residents bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which the non resident's principal place of business is located.

I certify that as defined in Article 601g, that:

**COMPANY NAME:**

**Yes, I am a Texas Resident Bidder.**

**No, I am a \_\_\_\_\_ Residence Bidder.**

**SIGNATURE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

The undersigned Proposer, by signing and executing this PROPOSAL certifies and represents to the RAYMONDVILLE Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this PROPOSAL; the Proposer also certifies and represents that the Proposer 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 PROPOSAL; the Proposer certifies and represents that Proposer 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 PROPOSAL on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this PROPOSAL; the Proposer further certifies and represents that Proposer has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer 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 PROPOSAL; the Proposer 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 PROPOSAL, the submission of this PROPOSAL, the award of this PROPOSAL or the performance, delivery of sale pursuant to this PROPOSAL.

**Signature of Company Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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



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Student/Athletic Insurance

**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 it's effect on the public by a vote or decisions of the board or in a real property for which it is reasonably foreseeable that the board's action will have a special economic effect on the value of the property distinguishable from it's effect on the public. (\_\_\_\_\_ name and address of Business or description of property).

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

CHECK ALL THAT APPLY

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Title

ACKNOWLEDGEMENT

State of Texas  
County of Willacy

BEFORE ME, the undersigned authority, this day personally appeared

\_\_\_\_\_  
My commission expires:\_\_\_\_\_

## RAYMONDVILLE ISD CRIMINAL HISTORY RECORD INFORMATION REQUEST

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### Confidential\*

The Raymondville Independent School District is required by Texas Education Code Chapter 22, Subchapter C to review the criminal history of applicants, employees, independent contractors, student teachers, and certain volunteers. The information requested below is necessary to obtain criminal history record information.

*Please print.*

Name \_\_\_\_\_

Last

First

Middle

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

Driver's License \_\_\_\_\_

State and Number

Mailing Address \_\_\_\_\_

Street

City

State

Zip

Sex: ☐ Male ☐ Female

Ethnicity: ☐ Black ☐ White/Other

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

APPLICANT or EMPLOYEE NAME (Please print)

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

<b>Please:</b> <b>Check and Initial each Applicable Space</b>	
CCH Report Printed:	
YES _____ NO _____	_____ initial
Purpose of CCH: _____	
Empl ____ Vol/Contractor ____	_____ initial
Date Printed: _____	_____ initial
Destroyed Date: _____	_____ initial
<b>Retain in your files</b>	

**RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT  
VENDOR CERTIFICATIONS**

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**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE**

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Pursuant to Texas Family Code, Section [231.006](#), a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section [231.006](#) of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. **NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.**

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

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The following provisions are required and apply when federal funds are expended by RISD, and/or its cooperative members, for any contract resulting from this procurement process.

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

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (C) above, when federal funds are expended on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (D) above, when federal funds are expended by RISD, and/or its cooperative members, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

**materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$50,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions:  
<https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>,
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$50,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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**EMPLOYMENT VERIFICATION  
FAR 22.18**

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As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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When federal funds are expended by RISD, and/or its cooperative members, for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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When federal funds are expended by RISD, or its cooperative members, for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

Corporate/Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Corporate/Company Website: \_\_\_\_\_

DUNS #: \_\_\_\_\_

CAGE #: \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

# RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT

## CERTIFICATE OF INTERESTED PARTIES – FORM 1295

### Definitions and Instructions for Completing Form 1295

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

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

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

### ***Instructions to Vendors:***

1. **Read these instructions,**
2. **Go to the Ethics Commission Website**  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),
3. **Register and complete Form 1295 online - include the proposal number and the contract/RFP name,**
4. **Print a copy of the submitted Form 1295 and have it notarized - it will have a certification # in the top right corner,**
5. **Include a copy of the completed, signed and notarized Form 1295 with the proposal response.**

### ***Definitions:***

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

### ***Resources:***

#### **Form 1295 Frequently Asked Questions:**

- [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

#### **Instructional Video – First Time Business User:**

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

#### **Instructional Video – How to Create a Certificate:**

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295****OFFICE USE ONLY**

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

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

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

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

4 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

## House Bill 89 Verification

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

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

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

***Pursuant to Section 2270.001, Texas Government Code:***

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared

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

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT

SENATE BILL 252 CERTIFICATION

I, \_\_\_\_\_ the Undersigned, representative of

\_\_\_\_\_  
(company or business name)

located in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

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

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

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Title of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared

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

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

RFP No. 20-020  
Student/Athletic Insurance

**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 PROPOSAL (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 PROPOSAL (IF REQUIRED)? \_\_\_ YES \_\_\_ NO
5. YOU MUST VERIFY UNIT PRICE TO TOTAL PRICE? \_\_\_ YES \_\_\_ NO
6. **YOU MUST INCLUDE A W-9 IRS FORM** \_\_\_ YES \_\_\_ NO  
(DOWNLOADABLE AT [WWW.RAYMONDVILLEISD.ORG](http://WWW.RAYMONDVILLEISD.ORG))
7. IF YOUR COMPANY IS NOT BIDDING ON THIS BID/PROPOSAL, PLEASE STATE THE REASON.

\_\_\_\_\_

Deviations from specifications if any: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have read all of 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 Purchase Order:**

**Address for Payment:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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