

San Perlita Independent School District
22987 Trojan Dr. / P.O. Box 37, San Perlita, Texas 78590-0037 (956) 248-5563

January 11, 2021

The **San Perlita Independent School District** is requesting- Request for Proposals for:

RFP# 21-01-11- WELDING EQUIPMENT: VRTEX® 360 DUAL USER

Proposals are to be emailed to the email address: spisdrfp@spisd.org. Please combine all files into one pdf formatted document and name the file “RFP#21-01-11-**VENDORNAME**” (**Insert vendor name in place of the VENDORNAME**)

Proposals will be accepted until February 8, 2021 no later than 3:00 p.m., at which time they will be opened. Proposals will be opened and read publicly, via Zoom Meeting and 22987 Trojan Dr., San Perlita, Texas 78590-0037. Any proposals received late will be returned unopened. San Perlita Independent School District is not responsible for proposals misplaced or mailed incorrectly.

The awarding of the proposal will take place at a public school board meeting. The Board of Education reserves the right to accept, reject any and/or all proposals, waive minor technicalities, or to award the proposal to the most responsible offer or which best serves the interest of, and provides the best value to, the District.

Please fill out, sign and submit with your proposal response and all of the attached forms. We look forward to hearing from you.

Sincerely,

-Original Signed-
Deborah Rodriguez
Business Manager

I. General Conditions

1. SUBMISSION, MODIFICATION, WITHDRAWAL OF RFP AND QUESTIONS

- a. **Submission** - All proposals will be submitted via email with **RFP#21-01-11-VENDORNAME in the subject line** no later than February 8, 2021 at 3:00 p.m. central time at the District's Business Office located at San Perlita Independent School District, 22987 Trojan Dr., San Perlita, Texas 78590-0037. Proposal must be signed by an authorized agent of the vendor that has authority to bind the vendor contractually. Please submit one (1) copy of all **required documents** as listed on the Submittal Checklist, including the Proposal Response Form and Scope of Work/Specification Form in one complete PDF formatted document. For catalog proposals provide one (1) catalog with your submission and if awarded, be prepared to supply additional catalogs upon request. It is recommended to keep scanned or pdf documents under 10 MBs. If files are larger than 10 MBs, separate files may be submitted and numbered sequentially.
- 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 may be withdrawn and resubmitted by written notice received by the District's Procurement Department prior to the exact hour and date specified on the proposal. Resubmissions may be done in accordance with the original submission terms in paragraph A above.
- d. **Questions**: Questions about this RFP must be received via email to spisdrfp@spisd.org by 4:00 pm on January 25, 2021. Responses to the questions received by the deadline will be responded to and posted on the <https://www.spisd.org> website and will be posted as an addendum to the RFP by Jan. 27, 2021. Any questions received by phone or other means will be directed to submit questions directly to the email address spisdrfp@spisd.org.

2. LATE PROPOSAL

All bids delivered will be timestamped with the date and time as proof they were received in the district's Outlook email system. If a quote is received after the stated date and time, it will still be considered late and not eligible for consideration. An acknowledgement email will be sent to confirm submission.

3. TERM OF CONTRACT

Unless otherwise noted, the preferred terms for which proposals are being requested are for three (3) years, with the District's option to terminate the contract at the end of each anniversary date or other necessary time. A single contract of one (1) year duration will be awarded, with the District's option to extend for two (2) additional years, in one (1) year increments, depending on district's periodic evaluation results. Items are to be ordered on an "as need 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 one hundred eighty (180) days prior to renewal date and must carry a minimum twelve (12) months price guarantee for each year.

4. 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.

5. ALL OR SOME PROPOSALS

Proposers are requested to bid on all of the items in the Proposal Form or Scope of Work/Specifications Form.

6. OPENING OF PROPOSAL

Proposals will be publicly opened at the Procurement Department immediately after date and time proposals are due. The District will read proposer's names and key pricing numbers.

7. 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. 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 shall be conspicuously noted in writing by the Proposer and shall be included with the proposal.

8. DETERMINING AWARD/Evaluation of Proposal

The DISTRICT may evaluate the proposal based on criteria as provided in the Texas Education Code §44.031(b).

	Points
a. Purchase price	60
b. Reputation of the vendor and of the vendor's goods or services	10
c. Quality of the vendor's goods or services	10
e. Vendor's past relationship with the district	10
f. Extent to which the goods or services meet the district's needs	05
g. Delivery date of completion	05
Total	100

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.

For further information, please contact:

Deborah Rodriguez
 Business Manager
ddrodriguez@spisd.org

San Perlita I.S.D.
 P.O. Box 37, San Perlita, Texas 78590
 (956) 248-6663 / Fax (956) 248-5561

9. RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY

Submission of a proposal 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. QUALIFICATION OF PROPOSER

The DISTRICT may make investigations deemed necessary to determine the qualifications and / or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder shall 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 by required date and time
- b. Failure to submit required documents as specified on Submittal Checklist.
- c. Failure to submit prices in accordance with "All or Some"/ "All or None" criteria as specified in #5, above.
- d. Failure to abide by Non-Collusion Statement as specified in #36, below.
- e. Any pertinent information coming to the attention of the District resulting in material legal matters.

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 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 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."

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. INSURANCE REQUIREMENTS

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.

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 shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

15. BONDS (Performance and Payment)

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.

16. 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.

17. 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 shall be approximate and shall not be nullified, voided or altered in any way by the inclusion of the bidder preprinted forms with this document.

18. F.O.B DESTINATION

Bids/proposals 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.

19. DELIVERY

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

20. 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.

21. 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 vendor(s). The District may either enter into a contract with the vendor(s) or the award letter

followed by a purchase order to the success full bidder(s) may result in a binding contract without further action by either party.

- b. **RIGHT TO REJECT PROPOSALS** - The DISTRICT reserves the right to reject any and all proposals, waive all irregularities, and to choose the most advantageous price for each item.
- c. **RIGHT TO HOLD PROPOSALS** - The DISTRICT reserves the right to hold proposals 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 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 vendor 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 as provided herein when most advantageous to the DISTRICT.
- g. **RIGHT OF NEGOTIATIONS** – The DISTRICT reserves the right to conduct discussions and negotiate final scope and price.

22. **LIST PRICE OR DISCOUNT PERCENT**

For list price proposals, 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 shall 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.

23. **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.

24. **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.

25. **SALES TAX EXEMPTION**

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

26. **INVOICES:**

Shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to: San Perlita Independent School District
Accounts Payable
P.O. Box 37
San Perlita, Texas 78590

27. **REBATES/PROMOTION ITEMS**

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

28. 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.

29. TERMINATION BY DISTRICT

For Cause - The DISTRICT shall 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 shall 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 shall 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.

30. CERTIFICATION OF PAYMENT

Payment by the DISTRICT will be made in accordance with the terms of the Contract

31. UNIFORM COMMERCIAL CODE

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

32. PUBLIC WORKS CONTRACTS

- a.) The contractor shall comply with all laws, rules, regulations, and ordinances of the State of Texas, the County of Willacy, and the Town of San Perlita relating to the employment of Labor and the performance of public works contract, and the contractor shall comply with all requirements of the San Perlita 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 qualification) 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 agreement 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 San Perlita Independent School District that such insurance is, in fact, in force. All Certificates of Insurance shall be forwarded to the San Perlita Independent School District.
- d.) When applicable, the contractor shall comply with OSHA safety rules and any other safety guidelines and standards as required by the San Perlita Independent School District.

33. 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 shall include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors shall complete and submit the "Felony Conviction Notification" included with this packet in the Required Forms.

34. 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, shall 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 shall be removed from office, or be discharged from services by the majority of the board. No member of said board shall 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) Conflict of Interest Disclosures and if applicable (for members of the Board and Superintendent), complete and submit Exhibit found at BBFA (EXHIBIT) [http://www.tasb.org/policy/pol/private/240901/pol.cfm?DisplayPage=BBFA\(XHIBIT\).html](http://www.tasb.org/policy/pol/private/240901/pol.cfm?DisplayPage=BBFA(XHIBIT).html) also 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 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).

35. 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 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 12.0.

36. 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 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. 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, proposer (or any representative of proposer's company) will not discuss the contents of this proposal with any person affiliated with San Perlita ISD, other than the Procurement Director or its Designee, prior to the awarding of this bid/proposal. Failure to observe this procedure will cause the proposal to be rejected.

37. INDEMNIFICATION PROVISION

To the extent allowed by law, the written contract executed between the successful respondent and SPISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless SPISD 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. SPISD does not agree to indemnify the successful respondent.

38. VENUE

It is understood and agreed by both the successful bidder and the DISTRICT that venue for any litigation from this contract shall lie in Willacy County, Texas.

39. PROPOSAL 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, 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 mailed to all known prospective bidders. 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 shall become part of the contract document.

40. RIGHT TO AUDIT CLAUSE

The District upon written notice shall have the right to audit all documents relating to all projects. Records subject to audit shall include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendor's 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) Vendor's 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 Vendor. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

41. NO ARBITRATION CLAUSE

To the extent allowed by law, the written contract executed between the successful respondent and SPISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless SPISD 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. SPISD does not agree to indemnify the successful respondent. There will be no agreement for binding arbitration in any written contract between SPISD and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

42. DEFINITION

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

43. NO LIMITATION OF LIABILITY REMEDIES OR DAMAGES

SPISD will not contractually agree to limit in any manner either Respondent's potential liability or SPISD's 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.

RFP# 21-01-11 WELDING EQUIPMENT: VRTEX® 360 DUAL USER

SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK:

This will be a turn-key installation of **(2) New VRTEX 360 Dual User (Package)**. The awarded vendor will be responsible for all equipment, electrical connections and all installation necessary to make the system functional. Bids must include on-site training, set-up and delivery charges of new equipment.

SPECIFICATIONS & COST SHEET

PROPOSAL PRICE RESPONSE PAGES

With the full understanding of the bidding document, the following bid is submitted for at least two **(2) new VRTEX® 360 DUAL USER (package)**.

Item #	Description	Total Cost
1.	VRTEX® 360 Dual User (package)	
2.	VRTEX® 360 Dual User (package)	
	This cost includes all materials, labor & installation	
	TOTAL COST	

“Total Cost” above includes any on-site training, set-up and delivery charges of new equipment.

Company Name

Name of Company Rep.

Initials

San Perlita Independent School District
Vendor Certification Forms

CERTIFICATION OF COMPLAINEE REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit: I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. http://www.access.gpo.gov/nara/cfr/waisidx_99/7cfr3017_99.html

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub- recipients shall certify and disclose accordingly.

SAN PERLITA INDEPENDENT SCHOOL DISTRICT

Vendor Certification Forms - Continued

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE
TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
EXCEEDING \$100,000 IN FEDERAL FUNDS**

I, the vendor, am in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

**CERTIFICATION OF COMPLIANCE WITH THE DAVIS-BACON WAGE
DETERMINATION ISSUED BY THE U.S. DEPARTMENT OF LABOR**

I, the vendor, am in compliance with all applicable requirements issued by the U.S. Department of Labor. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. See U.S. Department of Labor site for prevailing wages for Webb County at <http://www.gpo.gov/davisbacon/tx.html>

CERTIFICATION OF COMPLIANCE WITH THE BUY AMERICA PROVISIONS

I, the vendor, am in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Provision must still follow the applicable procurement rules calling for free and open competition.

The Proposer agrees to comply with all laws, rules, regulations and ordinances of the Federal Government, the State of Texas, the County of Willacy, and the Town of San Perlita. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as noted above.

Organization Name _____

Address, City, State, and Zip Code _____

Phone _____ Fax _____

Printed Name _____

E-Mail Address _____

Signature

Date

VENDOR DATA FORM

1. For Purchase Orders: ORDERING ADDRESS INFORMATION

Company Name: _____

dba Name: _____

Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Web address: _____

Indicate how your company would receive Purchase Orders from San Perlita ISD.

By Email: Yes _____ No _____ Email address: _____

By Fax: Yes _____ No _____ Fax: _____

By Mail: Yes _____ No _____ Address: _____

2. For Payments: REMITTANCE ADDRESS INFORMATION

Company Name: _____

Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a PUBLICLY-HELD CORPORATION.

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

Vendor's Name: _____

Authorized Representative of Company (please print): _____

Please check off one box and sign the form in the appropriate space(s):

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
Signature of Company Official: _____ Date _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.
Date _____
Signature of Company Official: _____

C. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s):

Signature of Company Official: _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(a-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date received

1) Name of person & business doing business 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 questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3) Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, for the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4)

Signature of person doing business with the government entity

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[][][] - [][] - [][][][][]	
OR	
Employer identification number	
[][] - [][][][][][][]	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, you (the Vendor):

Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency under the Federal OMB, A-102, common rule.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Authorized Company Official's Name:

(Typed or printed)

Title of Authorized Representative:

(Typed or printed)

Signature of Authorized
Company Official: _____

Date Signed: _____

NON-COLLUSION STATEMENT

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer, and that the contents of this RFP as to prices, terms or conditions of said RFP 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 the RFP.

Firm Name: _____

Address: _____

City/State/Zip: _____

Phone #: _____

Fax #: _____

Name of Authorized Official: _____
(Typed or printed)

Signature of Authorized Official: _____
(Typed or printed)

Position / Title: _____

Date Signed: _____

NONRESIDENT BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

☐ “Nonresident 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.

☐ “Texas resident 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; or employs at least 500 persons in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident’s 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 a nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in HB 620.

Signature: _____ Printed Name: _____

I certify that _____ is a

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

SAN PERLITA INDEPENDENT SCHOOL DISTRICT

Certification of Criminal History Record Information

SB9, passed during the 80th legislative Session, requires that all Texas public schools districts receive certification from any entity with which it contracts to provide services that it has obtained a criminal history background check on all employees hired before January 1, 2008 who have (1) have continuing duties related to contracted service ; and (2) have direct contact with students.

The required criminal history record information can be obtained from either of the following:

A law enforcement or criminal justice agency

A private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U..C. Section 1681 et seq.)

Although state law provides guidance as to which employees must have a criminal background check, there is no specific definition or description as to what equals an employee. Someone (1) who has continuing duties related to contracted services; and (2) has direct contact with students. The law states that the Commissioner of Education may adopt rules necessary to implement this requirement; however, at this time none have been adopted. Therefore, all entities and individuals who contract with the District to perform services, must complete the attached SPISD Form Certification of Criminal History Record Information, that includes an information sheet related to the service to be performed and the duties related to those services that employees will be performing and the type of contact that those employees might have with students.

Employees who are hired by an entity that contracts with a school district after January 1, 2008 must submit to national criminal history record information review which may include fingerprints and photographs before serving in the capacity described.

The school district may not allow any employee of the entity or an individual to serve at the district if information is obtained through this review that the employee has been convicted of one of the following:

- (1) A Title 5 felony offense
- (2) An offense requiring the individual to register as a sex offender
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5

At any time, a school district administrator, including a campus principal or designee, may request copies of the actual criminal background check or national criminal history record information review which may include fingerprints and photographs from the entity or individual who has contracted with the school district or may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to an individual described above.

Certification of Criminal History Record Information

Please complete this form and attach it to your proposal packet response

Vendor: _____

Address/city/state/zip

RFP / CSP / Bid Number: _____

Answer Y for Yes or N for No:

Section 1

- Will employees, including yourself, have continuing duties related to the proposal named above?

Until it receives further guidance, the District considers "continuing duties" to mean repetitive work duties rather than a one-time appearance or engagement.

- Will those employees, including yourself, have direct contact with students?

Until it receives further guidance, the District considers "direct contact" to mean services that may be performed independently from school district staff involvement. Direct contact can include chance contact such as performing routine inspections or maintenance; contact with groups of students during organized activities; or more obvious examples such as tutoring or therapy.

If either question is answered "no", vendor should complete section 2 of this form.

If answer to both questions is "yes", vendor should complete section 3 of this form.

Section 2

I agree and understand employees of the company or individuals, including myself, who have not received the required criminal background check because the above description does not apply to them/myself will be considered visitors when on school campus and must follow school district and campus policies related to visitors on school campuses.

Signature of Vendor

Date

Print Name

Section 3

I _____, certify that all employees, including myself, of the company that I own, operate, or manage, or myself as an independent contractor who have continuing duties related to the service to be performed at San Perlita Independent School District and who also have direct contact with students have undergone the required criminal history background check or national criminal history record information review which may include fingerprints and photographs and that no prohibited contact as described herein was revealed.

Signature of Vendor

Date

Print Name

SAN PERLITA INDEPENDENT SCHOOL DISTRICT
CERTIFICATE OF INTERESTED PARTIES – FORM 1295

San Perlita ISD 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 San Perlita ISD 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 San Perlita ISD 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 San Perlita ISD by including a copy of the completed/notarized form with the proposal response.
- San Perlita ISD 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 San Perlita ISD 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 San Perlita ISD.

Instructions to Vendors:

Contract means a contract between San Perlita ISD and/or its cooperative members and a business entity at the time it is voted on by the San Perlita ISD Board of Directors or at the time it binds San Perlita ISD, whichever is earlier, and includes an amended, extended, or renewed contract.

Business Entity includes an entity through which business is conducted with San Perlita ISD and/or its cooperative members, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or State agency.

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 ten percent (10%);
- 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 ten (10) members; or
- 3) Service as an officer of a business entity that has four (4) or fewer officers, or service as one of the four (4) officers most highly compensated by a business entity that has more than four (4) officers. This section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

• **Interested Party:** a person who:

- 1) has controlling interest in a business entity with whom San Perlita ISD and/or its cooperative member’s 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.
- **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:
 - 1) receives compensation from the business entity for the person's participation;
 - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - 3) is not an employee of the business entity.

Signed includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.

Value of a contract is based on the amount of consideration received or to be received by the business entity from the San Perlita ISD and/or its cooperative members under the contract.

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

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

ADD ADDITIONAL PAGES AS NECESSARY

Certification Regarding Terrorist Organizations & Boycotting of Israel

Vendor hereby certifies that it is not a company identified on the [Texas Comptroller's List](#) of companies known to have contracts with, or supply services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies that neither Vendor, nor 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 intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israeli-controlled territory.

See Texas Government Code § 2270 808 and § 2252.151-154.

Proposer Certification (Terrorist Organizations & Boycotting of Israel):

YES, I agree to the above. _____ (Initial here)

NO, I do NOT agree to the above. _____ (Initial here)

San Perlita ISD Purchasing Office (Internal Review):

Comptroller List was reviewed and the Vendor (IS) or (IS NOT) on the list. Circle one

Verified by: Name: _____ Date: _____