



## **RISD #22-56 Addendum 1**

### **Artificial Turf and Running Track & Field Replacement**

Issue Date: 4/28/2022

Response Deadline: 5/16/2022 10:00 AM (CT)

#### **Contact Information**

Contact: Pedro Alaniz  
Address: 608 North Garcia Street  
P.O. Box 187  
Roma, TX 78584  
Phone: (956) 849-1377  
Email: [palaniz@romaisd.com](mailto:palaniz@romaisd.com)

## Event Information

Number: RISD #22-56 Addendum 1  
Title: Artificial Turf and Running Track & Field Replacement  
Type: Request for Proposal  
Issue Date: 4/28/2022  
Response Deadline: 5/16/2022 10:00 AM (CT)

## Bid Attachments

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### RFP 22-56 Bid Packet.pdf

[View Online](#)

Bid Packet , Including Scope of Work, Specifications, & Required Forms

### Confidentiality Declaration Form NEW.pdf

[View Online](#)

Confidentiality Declaration Form

### FORM 1295.pdf

[View Online](#)

Please fill out this form.

### CIQ FORM.pdf

[View Online](#)

Please fill out this form.

### W9 FORM.pdf

[View Online](#)

Please fill out this form.

## Requested Attachments

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### Bid Packet

*(Attachment required)*

Please submit your bid packet through this link.

### Confidentiality Declaration Form

*(Attachment required)*

Please upload form.

### Form 1295 Texas Ethics Commission

*(Attachment required)*

Please upload form.

### Conflict of Interest Form CIQ

*(Attachment required)*

Please upload form.

### W9 Form

*(Attachment required)*

Please upload form.

### Certificate of Insurance

*(Attachment required)*

Please upload document.

### Performance & Payment Bond

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.

# Bid Attributes

<b>1</b>	<b>Company Name</b>
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

<b>2</b>	<b>Company Address</b>
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 100 characters allowed)</i>

<b>3</b>	<b>City</b>
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 20 characters allowed)</i>

<b>4</b>	<b>State</b>
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 10 characters allowed)</i>

<b>5</b>	<b>Zip Code</b>
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

<b>6</b>	<b>Taxpayer ID#</b>
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 12 characters allowed)</i>

<b>7</b>	<b>Website Address:</b>
	<input type="text"/> <i>(Optional: Enter URL)</i>

<b>8</b>	<b>Telephone #</b>
	<input type="text"/> (____) _____ - _____ ext: <input type="text"/> <i>(Required)</i>

<b>9</b>	<b>Fax #</b>
	<input type="text"/> (____) _____ - _____ ext: <input type="text"/> <i>(Optional)</i>

**10 E-mail address**  
  
*(Required: Email address)*

**11 Remit Address if different from above:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Optional: Maximum 100 characters allowed)*

**12 Authorized Representative Name**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 50 characters allowed)*

**13 Discount % (if any)**  
 %  
*(Optional)*

**14 Company's home office location (if different from above)**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Optional: Maximum 100 characters allowed)*

**15 Legal Company Name (If different from above)**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Optional: Maximum 100 characters allowed)*

**16 Number of years in business:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 3 characters allowed)*

**17 Do you currently do business with Roma ISD?**  
 Yes  
 No  
*(Required: Check all that apply)*

**18 Does your business have ecommerce (online ordering) capabilities?**  
 Yes  
 No  
*(Required: Check all that apply)*

**19** Does your company accept purchase orders?  
 Yes  
 No  
*(Required: Check all that apply)*

**20** Did you provide a certificate of insurance with your response?  
 Yes  
 No  
*(Required: Check all that apply)*

**21** Is your company a Disadvantaged/Minority/Woman Business Enterprise? (If yes, proof of certification must be uploaded in the "Response Attachments" D/M/WBE Certificates Section) ?  
 Yes  
 No  
*(Required: Check all that apply)*

**22** Is your company a Historically Underutilized Business - HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> ? If yes, upload proof of certification to the "Response Attachments" HUB Certificates Section.  
 Yes  
 No  
*(Required: Check all that apply)*

**23** Is your company a member of a purchasing cooperative?  
 Yes  
 No  
*(Required: Check all that apply)*

**24** Please check the purchasing cooperative you are a member of if any or check none?  
 Buyboard  
 OMNIA  
 TIPS  
 Region One Purchasing Coop  
 PACE  
 Choice Partners  
 PCA  
 DIR  
 Other Purchasing Coop  
 None  
*(Required: Check all that apply)*

**25** Please include purchasing coop contract # and expiration date.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**26 Reference #1 Name**

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*(Required: Maximum 50 characters allowed)*

**27 Reference #1 Address**

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*(Required: Maximum 50 characters allowed)*

**28 Reference #1 Email**

*(Required: Email address)*

**29 Reference #1 Phone #**

()  -  ext:

*(Required)*

**30 Reference #2 Name**

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*(Required: Maximum 50 characters allowed)*

**31 Reference #2 Address**

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*(Required: Maximum 50 characters allowed)*

**32 Reference #2 Email**

*(Required: Email address)*

**33 Reference #2 Phone #**

()  -  ext:

*(Required)*

**34 Reference #3 Name**

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*(Required: Maximum 50 characters allowed)*

**35 Reference #3 Address**

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*(Required: Maximum 50 characters allowed)*

**36 Reference #3 Email**

*(Required: Email address)*

**37 Reference #3 Phone #**

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

**38 Regulatory Standing**

I certify to Roma ISD for the proposal attached that my company is in good standing with all governmental agencies Federal or State that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

No

*(Required: Check all that apply)*

**39 Regulatory Standing**

Regulatory Standing explanation of **no** on previous question.

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*(Optional: Maximum 4000 characters allowed)*

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**Antitrust Certification Statements (Texas Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Yes

No

*(Required: Check all that apply)*

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**Texas Business and Commerce Code § 272 Requirements**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

Yes

No

*(Required: Check all that apply)*

**4**  
**2** **Contractor Certification for Contractor Employees**

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: **Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students.** The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None (Section A)

Some (Section B) and all certifications are met

*(Required: Check all that apply)*

**4**  
**3** **Certificate of Interested Parties- FORM 1295**

A sample Form 1295 is included to make prospective vendors aware of this requirement. Complete instructions and important information can be located at the following link  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

Please upload form in Response Section.

Yes

No

*(Required: Check all that apply)*

**4**  
**4** **Certification Regarding Boycotting of Israel**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the 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 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 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.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Government Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>  
I swear and affirm that the above is true and correct.

Yes

Not Applicable

*(Required: Check all that apply)*

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**Felony Conviction Notice**

Texas Education 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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. or
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A

B

C (please answer the next attribute)

*(Required: Check all that apply)*

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**If you answered C above Please answer the following questions**

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s)

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*(Required: Maximum 1000 characters allowed)*

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**Conflict of Interest Questionnaire - FORM CIQ - Do you have any Conflict of Interest to report or disclose under this statutory requirement? If yes, please upload CIQ form in the "Response Attachments" CIQ Section**

Do you have any Conflict of Interest to report or disclose under this statutory requirement? Yes or No

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file. The Form CIQ is one of the attachments to this solicitation.

Please upload form if there is a conflict of interest.

Yes

No

*(Required: Check all that apply)*

**4**  
**8** **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

Yes

No

N/A no conflict of interest

*(Required: Check all that apply)*

**4**  
**9** **Affidavit of Non-Collusion**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Yes

No

*(Required: Check all that apply)*

**5**  
**0** **Certification Regarding Boycotting Certain Energy Companies**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

Yes, I agree

Not Applicable

*(Optional: Check all that apply)*

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### **Certification Prohibiting Discrimination Against Firearm and Ammunition Industries**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

Yes, I agree

Not Applicable

*(Required: Check all that apply)*

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### **Abortion Non-Affiliation Verification**

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship

Yes, I agree

*(Required: Check all that apply)*

**Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

The District is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the District for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87thleg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

Yes, I agree

*(Required: Check all that apply)*

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**Suspension or Debarment Certification (By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described below.**

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

Yes

No, (please explain)

*(Required: Check all that apply)*

**55 Resident Bidders Certification Form**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas; or

(B) employs at least 500 persons in Texas?

Yes

No

*(Required: Check all that apply)*

**56 Solicitation Deviation/Compliance Certification**

Does the Vendor agree with the general conditions standard terms and conditions and item specifications listed in this proposal invitation?

Yes

No, (please explain in the next attribute)

*(Required: Check all that apply)*

**57 Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

The District will consider any deviations in its proposal award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

Required if there is a Deviation.

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*(Optional: Maximum 1000 characters allowed)*

**58 2 CFR Part 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for contracts with Roma ISD. The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**59 2 CFR Part 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

Notice: Pursuant to the above, when federal funds are expended by the District, the District 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.

Yes, I agree

*(Required: Check if applicable)*

**6 0 2 CFR Part 200 Termination**

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 the above, when federal funds are expended by Roma ISD, Roma ISD reserves the right to 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 purchase order, (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

Yes, I agree  
(Required: Check if applicable)

**6 1 2 CFR Part 200 Clean Air Act**

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 \$250,000 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 the Clean Air Act, et al above, when federal funds are expended by the District, the District requires that the proposer certify that during the term of an award by the District resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Yes, I agree  
(Required: Check all that apply)

**6 2 2 CFR Part 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required 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 the above, when federal funds are expended by the District, the District requires the proposer certify that during the term and during the life of any contract with the District resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Yes, I agree  
(Required: Check all that apply)

**6 3 2 CFR Part 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

*(Required: Check all that apply)*

**6 4 2 CFR Part 200 Rights to Inventions**

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 the above, when the foregoing applies to the District, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Yes, I agree

*(Required: Check all that apply)*

**6 5 2 CFR Part 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by the District, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Yes, I agree

*(Required: Check all that apply)*

**6 2 CFR Part 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by the District, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Yes, I agree

*(Required: Check all that apply)*

**6 2 CFR Part 200 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 the above, when federal funds are expended by the District on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Yes, I agree

*(Required: Check all that apply)*

**6 2 CFR Part 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] 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 the above, when federal funds are expended by the District on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Yes, I agree

*(Required: Check all that apply)*

**6 Davis-Bacon Act Compliance**

Texas Statute requires compliance with 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 S, "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. 314S), 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.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

Yes, I agree

*(Required: Check all that apply)*

**7 Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with Roma ISD, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I Certify

*(Required: Check all that apply)*

**7  
1** Certification of Compliance with Texas Family Code

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments.

I certify that I, 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.**

Yes

No

*(Optional: Check all that apply)*

**7  
2** Employment Verification Certification

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.

Yes

*(Optional: Check all that apply)*

**7  
3** Record Retention Requirements for Contracts Involving Federal Funds

When federal funds are expended by Roma ISD for any contract resulting from this procurement process, 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.

Yes, I agree

*(Optional: Check all that apply)*

**7  
4** Certification of Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements and Contracts in Excess of \$50,000 for Federal Funds

When federal funds are expended by Roma ISD, 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.

Yes, I agree

*(Optional: Check all that apply)*

**75 Certification of Compliance with the Energy Policy and Conservation Act**

When Roma ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Yes, I agree  
*(Required: Check all that apply)*

**76 Certification of Compliance with Buy America Provisions**

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

Yes, I agree  
*(Required: Check all that apply)*

**77 Certification of Access to Records— 2 C.F.R. § 200.336 for purchases with Federal Funds**

Vendor agrees that Roma ISD or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions for purchases using federal funds. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Yes, I agree  
*(Required: Check all that apply)*

**78 Certification of Equal Employment Statement**

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, 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), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry.

Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Yes, I agree  
*(Required: Check all that apply)*

**79 Certification of Applicability to Subcontractors**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Yes, I agree  
*(Required: Check all that apply)*

**80 Confidentiality Declaration Form to be uploaded**

This completed form is required by Roma ISD. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until the District has an accurate, completed form from you.

Read the form carefully before completing and if email us if you have any questions.

Yes

No

*(Required: Check all that apply)*

**81 Upload of Current W-9 Required**

Please note that you are required by the District to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by the District to properly identify your entity.

**82 Certificate of Insurance**

Download a copy of the Certificate of Insurance Required.

Yes

No

Not Applicable

*(Required: Check all that apply)*

**Bid Lines**

**1 Football/Soccer Field Artificial Turf Total Price**

*(Response required)*

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*

**2** Football/Soccer Field Artificial Turf Total Price Alternate #1 (if applicable)  
*(Response required)*

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**3** Football/Soccer Field Artificial Turf Total Price Alternate #2 (if applicable)  
*(Response required)*

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**4** Running Track & Field Total Price  
*(Response required)*

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**5** Running Track & Field Total Price Alternate #1 (if applicable)  
*(Response required)*

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**6** Running Track & Field Total Price Alternate #2 (if applicable)  
*(Response required)*

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

## Supplier Information

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

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

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

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

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

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

## Supplier Notes

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By submitting your response, you certify that you are authorized to represent and bind your company.

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

\_\_\_\_\_  
*Signature*