



ROCKWALL INDEPENDENT SCHOOL DISTRICT

RFP 2526.07-001FC

GENERAL DISCOUNT BID FOR AS-NEEDED VENDORS (Food, Catering and Retail)

Initial Contract Term:
July 1, 2025 through June 30, 2026

- The district reserves the right to:
- Auto renew annually until re-bid
 - Accept responses as received
 - Award multiple vendors

Award notification will be made via the RISD vendor list

The vendor list is posted on the Purchasing page of the RISD website. If a vendor's name is reflected on the list, the vendor is available to Rockwall ISD. Please note: This is a replacement bid to previous RFP 2122.07-001. In order to do business with RISD, we must receive a response to this solicitation.

(Exception) - Vendors who hold a purchasing cooperative contract:

Rockwall ISD participates with the following purchasing cooperatives. If a vendor holds a purchasing cooperative contract, it is not necessary to submit a response to this solicitation. As long as the purchasing cooperative contract is in effect, your organization will be available to RISD.

Allied States Cooperative	Central Texas Purchasing Alliance – CTPA
Choice Partners	Department of Information Resources - DIR
E&I Cooperative Services	Educational Purchasing Cooperative of N. TX – EPCNT
EPIC 6	Houston Galveston Area Council
Omnia Partners	Purchasing Association of Cooperative Entities - PACE
TASB Buy Board	TIPS-USA

Deliver Responses to:

Rockwall ISD Administration Building	Jana Hunter, MBA, RTSBA
Purchasing Department	Director of Purchasing
1050 Williams Street	972-771-0605
Rockwall, TX 75087	jana.hunter@rockwallisd.org

NOTICE

The Rockwall Independent School District (RISD) is soliciting proposals for **As-Needed Vendors for vendors who provide Food and Catering as well as Local Retail** per the specifications stated elsewhere in this solicitation document. Actual purchases and selection of vendors will be based on need, price, availability, location, etc. These items will normally be purchased in small quantities on an as-needed basis by the campuses and departments within Rockwall ISD. Staff will use vendors who respond to this solicitation when considering purchases and obtaining quotes as needs arise.

This proposal is being issued in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200 to procure vendors who provide goods and/or services purchased by Rockwall ISD potentially using federal funds; all vendors are encouraged to participate by completing all necessary and applicable forms. Resulting agreements may be used by local, federal and grant funded programs.

Proposal responses should provide straightforward, concise information that satisfies the requirements of the solicitation. Links to web sites for supporting documentation are not acceptable.

Respondents are instructed to submit (1) original copy in a plainly marked container with the vendor's name, address and solicitation number visible on the outside. Expensive bindings, color displays, and advertising material are not necessary or desired. Complete responses must be submitted to the Purchasing Department. Unsigned documents will be not accepted and Rockwall ISD will not be responsible for mail delivered from the post office.

For the initial term, submittals will be opened and reviewed as received to establish the list of available vendors effective July 1, 2025. Thereafter, responses will continue to be received and reviewed and the RISD list of available vendors will be updated accordingly. Each year, agreement(s) will auto renew, until re-bid.

All current vendors wishing to do business with RISD after June 30, 2025 will need to respond to this request; however, once the vendor has responded to this request (and is listed on the RISD Vendor List) there is no need to respond again until the district publishes a new bid. Vendors can access the current vendor list on the Purchasing page of the Rockwall ISD website and should do so in order to confirm vendor status with Rockwall ISD.

Jana Hunter

Director of Purchasing

March 26, 2025

Date



FACILITY LISTING**ADMINISTRATION BUILDING 1050 WILLIAMS STREET ROCKWALL TX 75087****ELEMENTARY CAMPUSES (16)**

Amy Parks	3300 Laurence Drive	Heath	75032	972-772-4300
Cullins LP	5701 Scenic Drive	Rowlett	75088	972-412-3070
Dobbs	901 E Interurban Street	Rockwall	75087	972-771-5232
Hamm	2911 Greenway Drive	Rockwall	75087	469-698-2854
Hartman	1325 Petaluma Drive	Rockwall	75087	972-772-2080
Hays	1880 Tannerson Drive	Rockwall	75087	469-698-2800
Jones	2051 Trail Glen	Rockwall	75032	972-772-1070
Lupe Garcia	310 Williamsburg Parkway	Fate	75132	469-698-2870
Lyon	2186 Trophy Drive	Heath	75126	214-771-4910
Nebbie Williams	350 Dalton Road	Rockwall	75087	972-772-0502
Pullen	6492 FM 3097	Rockwall	75032	972-772-1177
Reinhardt	615 Highland Drive	Rockwall	75087	972-771-5247
Rochell	899 Rochell Court	Rockwall	75032	972-771-2112
Shannon	3130 Fontanna Blvd	Rockwall	75032	469-698-2900
Springer	3025 Limestone Hill Lane	Rockwall	75032	972-772-7160
Stevenson	636 Stevenson Drive	Fate	75087	469-698-7474

MIDDLE SCHOOL CAMPUSES (3)

Cain	6620 FM 3097	Rockwall	75032	972-772-1170
Utley	1201 T.L. Townsend	Rockwall	75087	972-771-5281
Williams	625 East FM 552	Rockwall	75087	972-771-8313

**Middle school #4 to open in Fall 2025*

HIGH SCHOOL CAMPUSES (6)

Rockwall HS	901 Yellowjacket Lane	Rockwall	75087	972-771-7339
RHS 9 th Grade	2852 FM 1141	Rockwall	75087	469-698-2955
Rockwall Heath HS	801 Laurence Drive	Heath	75032	972-772-2474
RHHS – 9 th Grade	2727 S. John King Blvd	Rockwall	75032	469-698-2915
Dr. Burton College & Career Academy	2301 S. John King Blvd	Rockwall	75032	469-698-0660
Quest Academy	1050 Williams Street	Rockwall	75087	972-772-2077

DEPARTMENTS

Athletics	1193 T.L. Townsend Drive	Rockwall	75087	469-698-7364
Aquatic Center	1205 T.L. Townsend Drive	Rockwall	75087	469-698-7410
Child Nutrition	1050 Williams Street	Rockwall	75087	972-771-8201
Facilities	1191 T.L. Townsend Drive	Rockwall	75087	972-772-1166
Parent Ed. Center	801 E. Washington Street	Rockwall	75087	972-772-2073
Transportation	707 S. Clark Street	Rockwall	75087	972-771-1948



DOING BUSINESS WITH ROCKWALL ISD

School districts in the state of Texas are governed by the Texas Education Code (TEC 44.031). As a result, the district publishes a Request for Proposals (RFP) as a tool to build a list of available vendors for our staff to utilize when meeting the needs of our district.

What is a Discount Bid?

A discount bid asks for responses covering various categories of vendors for goods, services, materials, supplies and equipment. In responding to the bid, vendors place themselves in a particular category or categories and gives a discount and terms they are willing to grant to the District for items in those categories. Vendors awarded through the discount bid may be contacted by district personnel in order to obtain quotes and ensure competitiveness as expenditures are made.

Do I have to provide a discount in order to be considered responsive?

No. While we appreciate discounts as provided by vendors, a zero-discount response is a response.

What do I do in order to be listed on the list of available vendors for Rockwall ISD?

The District must receive a completed packet indicating the category of goods/services available from the vendor. Since this is a bid for various categories, some forms may not apply. We ask that vendors complete the packet to the best of their ability and notify the District, as instructed, if there are any questions.

How will I know if I have been awarded and placed on the list of available vendors?

The vendor list is posted on the Purchasing page of the RISD website. It will reflect the names of vendors who have been accepted as the result of a completed packet and it will indicate the category of goods/services available, as well as the discount that was extended. After July 1, 2025 vendors may be notified via email of updated vendor status but ultimately it is expected vendors will refer to the vendor list to determine vendor status with RISD.

If I don't respond, will RISD still purchase from my company?

TEC 44.031 states that all school districts must meet competitive bid requirements. There are several methods by which purchases may be made and the district reserves the right to utilize various methods. However, for the purpose of many of the standard operating materials, supplies, equipment and services, Rockwall ISD utilizes the request for proposal method for categories by which we forecast an annual aggregate expenditure level of \$49,999.00 or more. While \$49,999.00 is the threshold that requires a competitive process and there are some categories that do not reach that limit, the number of categories is increasing as the district grows so vendors take a chance limiting business with the district by not responding to such requests. Should the vendor be available via a purchasing cooperative that RISD participates in, the district may utilize that contract.



IMPORTANT INFORMATION FOR VENDORS

If you are a current vendor with Rockwall ISD (i.e. responded to RFP 2122.07-001 or RFP 2122.07-001 (A)), you must complete this solicitation to remain a vendor effective July 1, 2025.

This solicitation (RFP 2526.07-001FC) replaces RFP 2122.07-001 and RFP 2122.07-001(A).

Responses to this bid will begin the process of producing an updated list of available vendors effective July 1, 2025. Responses received after July 1, will continue to be accepted and reviewed.

As an approved vendor, it is the vendor's responsibility to contact the Purchasing office with vendor updates or changes during the course of work under this RFP.

An authorized and properly drawn purchase order is the district's standard way of doing business. If the vendor does not accept purchase orders, information should be provided through the documents provided herein as to what payment methods are accepted.

It is the vendor's responsibility to accept orders only through the means stated here. If the vendor does not accept purchase orders, our staff will work through our office to secure approval internally. Verbal orders from district personnel should never be accepted to initiate an order.

The district should only receive invoices for orders that have been properly approved. Fulfilling an order without proper approval could result in untimely payment.

Responsibility for debts is covered in Local Board Policy (CH) and can be found on the district website. PLEASE DO NOT ACCEPT ORDERS WITHOUT PROPER AUTHORIZATION.

If the vendor is contacted for a quote, it is beneficial for the quote to state the contract being used. For vendors submitting a response to this solicitation, RISD Vendor or RFP 2526.07-001 will suffice. For vendors who hold a purchasing cooperative contract, you may provide the quote and utilize this solicitation number or provide the cooperative name and contract number, as applicable. Please note, if you have a current purchasing cooperative contract – it is not necessary to respond to this solicitation.



STANDARD TERMS AND CONDITIONS

The following instructions by the Rockwall Independent School District are intended to afford potential respondents an equal opportunity to participate in the solicitation process. The following Terms and Conditions are standard for the District and apply to all types of purchasing, including this solicitation. The terms *respondent*, *contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *RISD*, *owner*, *district*, and/or *government entity* refer to Rockwall Independent School District.

The district guarantees no minimum dollar amount in purchase orders against this contract. Rockwall ISD may terminate any resulting agreement or close a purchase order in the event no funds or insufficient funds are appropriated and budgeted or if a vendor is unable to deliver or satisfy the terms of the purchase order.

AUTHORITY

The Board of Trustees has delegated to the superintendent the authority to make budgeted purchases for goods and services. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify a purchase order. Substantially includes, but is not limited to, changes to quantity, delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents may be made by the Director of Purchasing. Modifications to contracts/agreements/PO's will be made by the Director of Purchasing in accordance with the RISD Board of Trustee guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

VENDOR QUESTIONS

Any explanation desired or questions by a vendor regarding the meaning or interpretation of these instructions or any other documents included in this solicitation may be sent to jana.hunter@rockwallisd.org.

SUBMISSION

The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/respondent. In submitting a response to this solicitation, respondent understands and agrees to be bound by the terms and conditions, provided in this document, which shall be incorporated into any future contracts, agreements, or purchase orders relating to any resulting agreement between the vendor and Rockwall ISD.

Responses must be plainly marked on the outside with the vendor's name and address and the solicitation number. A shipping label has been provided in this packet for convenience but not required.

Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive. The vendor must sign the Offer Form and return with the other certifications provided herein. Failure to manually sign the offer may disqualify it from being considered. The person signing the documents must initial erasures or other changes. Signatures by an agent are to be accompanied with evidence of his authority unless such evidence has been previously furnished to RISD.

BID OPENING

Responses will be opened as received, reviewed and selection made according to completion of this document.

DISQUALIFICATION

Any bid or proposal that does not contain all required contents required by the District may be disqualified. Vendor is strongly encouraged to carefully review its bid or proposal documents prior to submitting their response to ensure all



requirements are met. Failure to provide the information requested, in its entirety, may be grounds for disqualification of the bid or proposal. Bidders or proposers may also be disqualified and their bids or proposals not considered, among other reasons, for any of the following specific reasons:

- a. Reason for believing collusion exists among respondents
- b. Reasonable grounds for believing that any respondent is interested in more than one solicitation for the work contemplated
- c. Where the respondent, any sub-contractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District
- d. Respondent being in arrears on any existing contract/purchase order or having defaulted or failed to perform in a satisfactory manner on a previous purchase order
- e. Lack of competency as revealed by pertinent facts, including but not necessarily limited to, experience and equipment, financial statement and questionnaires
- f. Uncompleted work that, in the judgement of the District, will prevent or hinder the prompt completion of addition work if awarded.
- g. Where the bidder or proposer has failed to perform in a satisfactory manner on a previous purchase order or contract.

RISD expressly reserves the right to:

- a. Reject any or all proposals
- b. Consider a response irregular if it shows any omissions, alterations of form, additions, or conditions not called for; failure to return all forms and copies; or irregularities of any kind.
- c. Waive any minor informality or deficiency in a bid or proposal if it is determined to be in the best interest of RISD
- d. Award to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Respondent chooses to propose "All or None" or is not agreeable to multiple or split awards, it must be noted as a deviation and included with the response.
- e. Reissue a request
- f. Consider and accept an alternate proposal as provided herein when most advantageous to RISD, including the utilization of other District contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.
- g. Cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
- h. Procure any item or services by other means to meet time-sensitive requirements
- i. As part of the evaluation process, seek additional information from bidders or proposers, interview bidders or proposers, and negotiate the terms of a proposal as allowed by Texas law.
- j. Negotiate price/delivery for service(s)/products(s) identified by this request. The District reserves the right to reject any and all bids that comply with the specifications or to accept a higher bid that complies, when, in judgment of the District, such proposal offers additional value or function, which justifies the difference in price.
- k. Make an award without discussion with any proposer.
- l. Be the sole judge of acceptable proposal responses.
- m. Cancel part or this entire contract at any time during the term without cause. Notification will be submitted in writing no less than thirty (30) days prior to the effective date. Upon receipt of such notice from the District, vendor shall not thereafter incur, and RISD shall have no liability for, any costs under this solicitation that are not necessary for actual performance of the request between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, RISD shall have no liability to vendor for lost or anticipated profit resulting there from.



- n. Terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which RISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. RISD may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

Purchases of service or equipment from a business owned in whole or in part by a Rockwall ISD employee shall be permitted only when approved by the Director of Purchasing and when determination has been made that such equipment or service is not an extension of the employee's regular job responsibility at the District. Failure on part of Proposer to disclose ownership by the District employee may be grounds for disqualification.

EVALUATION

The solicitation process seeks to find the best overall solution to Rockwall ISD. While it is the intent of the school district to obtain the best quality products and/or services at the lowest prices possible, cost is not the only factor in making the determination of best value. Award shall be made to the qualified respondent(s) whose response is most advantageous to Rockwall ISD. In determining to whom to award a contract, submissions will be considered based on criteria as set forth in the Texas Education Code 44.031 (b).

LOBBYING

In order to ensure the integrity of the selection process, the vendor's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other district officials involved in the solicitation from the date it is released until the award.

AWARD

To allow for competition as the District utilizes funding to make day-to-day purchases, it is the intent of the District to award to multiple vendors as determined to be the best value to Rockwall Independent School District. After the initial term start date of July 1, 2025 – award will be made to additional/multiple vendors on an on-going basis until the district elects to re-bid. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received, they will be opened, evaluated and either accepted or reject by the District, based on the criteria outlined within the request for proposal.

TERM

Any resulting agreements will auto-renew each year. A vendor's response to this solicitation would imply doing so under the same discounts, terms and conditions. It is the vendor's responsibility to make the District aware of any changes throughout the term of the agreement (including but not limited to discounts, company information, etc.). Vendor understands price increases, changes, etc. may affect their opportunity to do business with the District. Rockwall ISD reserves the right to show a preference to any bid or proposal that provides a standard discount percentage for goods or services, or a discount for early payment of any bill to the vendor for its goods or services.

BILLING AND PAYMENTS

Per CH Local of District Policy - The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items not ordered via this method. The purchase order number shall appear on all itemized invoices to ensure payment. District employees shall not be permitted to purchase supplies or equipment for personal use through the District's business office without an authorized purchase order. **Completing work or providing product without a purchase order may result in non-payment by the district and/or termination of awarded contract.**

The District is a tax-exempt entity under Texas law. Vendor should not include tax on its bid, proposal, quote or invoice to the District. Vendor shall submit itemized invoices on each purchase order in a timely manner following delivery.



Invoices shall indicate the purchase order number and be submitted to RISD Business Office, Attn: Accounts Payable, 1050 Williams Street, Rockwall TX 75087 or emailed to accountspayable@rockwallisd.org.

The vendor shall make no charge or addition to the accepted price for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by RISD (unless specified in the specifications) and the above instruments are submitted and the invoice has been accepted by RISD. All prices shall be F.O.B. destination.

District shall make all payments under this Agreement from current revenues available. In the event no funds, or insufficient funds due to non-appropriation, are available at any time or during any fiscal period when such payment is due, in accordance with Local Government Code Ann. §271.903, District shall notify vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty or expense to District of any kind whatsoever. However, District shall be responsible to remit payment for all services provided by the Vendor to the District prior to the termination date.

GOODS

The vendor warrants that it owns and is legally able to transfer ownership of the goods or materials that are the basis of the solicitation to Rockwall ISD. The vendor warrants that it owns a clear title free of any materialman's, suppliers, or other type of liens, mortgage, encumbrance, or other security interest in the goods or materials supplied to Rockwall ISD. Any breach to this warranty of title shall be considered a default by the vendor and good cause for termination of the award, contract, or purchase order.

Unless otherwise stated in the specifications, all supplies and components to be provided shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

Any proposed substitution of goods or services to be supplied by the vendor shall require prior written acceptance by the District, unless stated otherwise. The vendor shall be bound to provide all proposed goods or services if its bid or proposal is accepted and awarded by Rockwall ISD, and no changes shall be acceptable unless agreed to in writing by the District.

Vendor assumes all liability for delivering non-compliant goods. The District reserves the right to reject any tender of non-compliant goods and shall require the vendor to take possession of such defective goods at no cost to District, and replace them with compliant goods at no cost to District, unless Rockwall ISD elects, in writing, to accept such non-compliant goods. Such non-confirming goods shall constitute good cause for termination of the contract, purchase order, or award, if not accepted by written agreement by Rockwall ISD or cured by the vendor.

Respondent warrants that the product sold to RISD shall conform to the standards promulgated by the federal government including, but not limited to, the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) and the Consumer Product Safety Commission (CPSC). In the event the product does not conform to applicable safety standards, RISD may return the product for correction or replacements at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time (i.e., 2 weeks) correction may be made by RISD at vendor's expense.

The terms of the agreement are "no arrival, no sale". The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods/services at the point or points of delivery. The District shall have the right to inspect the goods at delivery before accepting them.

The vendor shall be responsible for replacing or correcting any defective product or service supplied to the District in response to the Solicitation at no cost to Rockwall ISD.



DELIVERY

Performance of service/delivery of goods shall be made to the location identified on each purchase order or resulting contract. All work performed, as herein shown under the specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type of good/service. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. All delivered equipment, materials or merchandise must be new, unused, free of liens, and in the manufacturer's original packing unless otherwise specified. If a tender is made which does not fully conform, this shall constitute a breach of the contract, purchase order, and award, and the vendor shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the vendor may reasonably notify the district of his intention to cure and may then make a conforming tender within the contract time but not afterward.

The vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) vendor's name and address;(b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. The vendor shall bear the costs of packaging and delivery at reasonable costs unless otherwise provided. Acceptance by the District of any delivery shall not relieve the vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the specifications and shall not waive the District's right to request replacement of defective material.

NOTICE OF DELAYS

Whenever the vendor encounters any difficulty which delays or threatens to delay timely performance, the vendor shall immediately give notice, in writing, to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by Rockwall ISD of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

SAFETY DATA SHEET (SDS)

The vendor shall provide, at no cost to DISTRICT, at least one (1) copy of any Safety Data Sheet (SDS) applicable to any goods or materials to be supplied by the vendor in response to this solicitation.

WARRANTIES

Warranties for goods and services shall be a minimum of one (1) year from completion of the bid or proposal. If goods or services to be provided are of comparable quality, the District may give preference to longer warranties when evaluating the bid or proposal.

The price to be paid by Rockwall ISD shall be that contained in vendor's response, which the vendor warrants to be no higher than the vendor's current prices on orders by others for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event the vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others or, in the alternative, Rockwall ISD may cancel this contract without liability to the vendor for breach or the vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Rockwall ISD shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

The vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. The vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the vendor, if any. In the event of a conflict



between the specifications, drawings and descriptions, the specifications shall govern. All equipment items awarded as a result of the bid will be covered by an all parts and labor warranty, including any/all transportation charges, for a minimum period of one (1) year.

CONTRACTORS

Persons providing services on a 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.

The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

Respondents will provide their own tools/equipment required/expected of their craft/trade. The contractor is responsible for permits and fees required and compliance with all local, state, and federal rules, regulations, and statutes. The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

The contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses from work performed by contractor for the District.

The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.

INSURANCE

All vendors submitting proposals for contracted service work shall comply with the following requirements. Vendors submitting responses which do not comply with these requirements may not be considered.

Coverage	Amount
Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000/\$100,000/\$500,000
Comprehensive General Liability	
Bodily Injury	\$500,000 each occurrence/\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence/\$1,000,000 aggregate
Comprehensive Automobile Liability	
Bodily Injury	\$300,000 each person/\$500,000 each occurrence
Property Damage	\$300,000 each occurrence

TERMINATION

Vendor shall be considered in default, and such default shall be grounds for the District to terminate any resulting award for this solicitation and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default, in the presence of a failure to perform any of its obligations under any resulting agreement and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. In case of default of the vendor, RISD reserves the right to terminate the purchase order. In case of default of three (3) purchase orders, the district reserves the right to terminate the contract and suspend future business with the vendor.



Rockwall ISD shall have the right to terminate any purchase order to, contract with, or awarded to the vendor, in whole or in part, for cause (including breach of the proposal, warranties, or contract by the vendor, or because of loss of federal funding) or for the District's convenience at any time. Any award, contract, or purchase order is subject to termination by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the solicitation on behalf of the District, is at any time while the solicitation is in effect, an employee of the vendor in any capacity or as a consultant to the District with respect to the subject matter of the Solicitation.

If deemed necessary, inspections will be made by authorized District personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.

FORCE MAJEURE

Neither the District nor the vendor shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under the bid or proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of the bid or proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, weather-related emergencies, or other catastrophes, or events or conditions due to law, regulations, ordinances, order of a court of competent jurisdiction, or executive decree or order. However, in the event of such delayed non-performance or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects, or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. These provisions shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the work, as otherwise permitted under the bid or proposal.

CONFLICTS

Effective January 1, 2006 and pursuant to Texas H.B. No. 914 and in accordance with Chapter 176 of the Texas Local Government Code, Section 176.006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons, hereafter referred to as Vendors) are required to file, on an annual basis, a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. RISD will post the completed questionnaires on its website. Information regarding H.B. No. 914 may be obtained from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us>.

Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.

Local Government Code Chapter 171

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The laws states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The business entity is responsible for first electronically filing Form 1295 with the Ethics Commission. This filing process creates a certification of filing and a completed Form 1295 must be printed, signed by an authorized agent of the business entity and submitted to the school district.



GRATUITIES

Please note that a “gift to a public servant” is a Class A misdemeanor offense if the recipient is a government employee who exercise some influences in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

The District may, by written notice to the vendor, cancel this solicitation, its contract, purchase order, or award without liability to the vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise were offered or given by the vendor, or any agent or representative of the vendor, to any Board of Trustee member, officer, or employee of the Rockwall Independent School District with an intent to secure favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement. In the event this contract is canceled by the District pursuant to this provision, Rockwall ISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount used by the vendor to provide such gratuities.

FACILITIES

Rockwall ISD is a tobacco-free, drug-free, weapon-free and alcohol-free environment. No one may use, consume, carry, transport or exchange alcohol beverages, tobacco, cigarettes, electronic cigarettes, controlled substances and/ or illegal drugs while in a school district building or while on school district property. It is the responsibility of the vendor to ensure that its employees, agents, and subcontractors are not under the influence of drugs or alcohol and/or in possession of drugs, tobacco, alcohol, or weapons. If an employee, agent, or subcontractor of vendor is found to be under the influence and/or in possession of drugs/tobacco, alcohol, or weapons at the time of service, the vendor will be notified at once by District that the individual(s) must be immediately restricted from all Rockwall ISD campuses/departments. Repeated offenses by vendor could result in contract termination for default.

For the safety of students, all vendor personnel will sign visitor log in the office at the campus. An identification badge will be worn as required by the campus administrator. Vendor personnel are expected to maintain proper dress and exhibit a vendor badge or wear vendor issued shirts displaying the vendor logo. All contractors must also be in a uniform that identifies them at all times.

All vendor personnel are required to stay within the designated installation areas and may only enter a teacher’s classroom when accompanied by District personnel.

At the time of offer submission, the person or entity submitting an offer must give 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 this conviction of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly held corporation.

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of a contractor 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.

Vendors (owners, officers, employees, volunteers, etc.) may not work on District property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- Any offense against a child
- Any sex offense
- Any crimes against persons involving weapons or violence
- Any felony offense involving controlled substances
- Any felony offense against property



- Any other offense the District believes might compromise the safety of students, staff, or property.

ASBESTOS

Vendors who perform work inside the RISD facilities are hereby notified that buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both RISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that RISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan.

Products and/or services procured under this agreement may be of a construction nature and will require certification that materials utilized and installed in conjunction with any project involving construction, be it new, renovation or contracted trade services, are free of asbestos and lead.

PUBLIC INFORMATION ACT (PIA) / FREEDOM OF INFORMATION ACT (FOIA)

By entering into a contract, pursuant to Texas Government Code Ann. Chapter 552, Subchapter J, the vendor agrees to be bound by the following terms if the contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the Rockwall ISD. If the district receives a written request for public information related to this Contract that is in the possession or custody of the vendor and not in the possession or custody of the District, Rockwall ISD shall send, not later than the third business day after the date the District receives the written request, a written request to the vendor that vendor provide that information to the District.

The vendor must:

- Preserve all contracting information related to the contract as provided by the records retention requirements applicable to the District for the duration of the contract;
- Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the vendor upon request of the Rockwall ISD; and,

On completion of the contract, either:

- Provide to the District at no cost all contracting information related to the contract that is in the custody or possession of the vendor; or
- Preserve the contracting information related to the contract as provided by the records retention requirements applicable to the District.

If the requirements of Subchapter J, Chapter 552, Texas Government Code Ann. apply to this Solicitation or Contract, the vendor agrees that the contract can be terminated if the vendor knowingly or intentionally fails to comply with the requirements of that subchapter. Texas Government Code Ann. Chapter 552.374.

Further, under Texas Government Code Ann. Chapter 552.372(c), Rockwall ISD may not accept a bid from or award a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

If a vendor fails to provide the requested information to the District, Texas Government Code Ann. §552.373 requires the District to notify the vendor in writing of the failure and allow 10 business days to cure the violation. Rockwall ISD



may terminate the contract if vendor fails to remedy the failure, the District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

INDEMNITY

Except as otherwise expressly provided or prohibited by law, respondent shall defend, indemnify, and hold RISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

ANTI-TRUST

Successful respondent shall assign to RISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

MEDIATION

In the event of any dispute arising out of, related to, or regarding vendor's bid or proposal, or charges for goods or services provided by the vendor, those disputes will be resolved under the terms of Texas Government Code Ann. Chapter 2251. The vendor further agrees that any dispute regarding the sufficiency of the goods or services supplied by the vendor that is not resolved by discussion with the District, will be submitted to mediation in Rockwall County, Texas, with a mutually-agreed mediator, before either party may file suit. The costs of the mediator will be divided equally between the parties. In the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable and necessary attorneys' fees from the other party.

LITIGATION

This procurement, and any resulting award, contract, purchase order, or other agreement arising out of or related to it, shall be governed and interpreted by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Rockwall County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.



PROCUREMENT RESPONSE SHIPPING LABEL

FROM: _____

SHIP TO: Rockwall Independent School District
 Attn: Jana Hunter, Director of Purchasing
 1050 Williams Street
 Rockwall, TX 75087

Package _____ of _____

CONTENTS: BID RESPONSE
 BID NUMBER: RFP 2526.07-001FC
 BID TITLE: General Discount Bid
 BID DUE DATE: Ongoing
 TIME DUE: N/A

-----FOLD OR CUT HERE-----

FROM: _____

SHIP TO: Rockwall Independent School District
 Attn: Jana Hunter, Director of Purchasing
 1050 Williams Street
 Rockwall, TX 75087

Package _____ of _____

CONTENTS: BID RESPONSE
 BID NUMBER: RFP 2526.07-001FC
 BID TITLE: General Discount Bid
 BID DUE DATE: Ongoing
 TIME DUE: N/A

-----FOLD OR CUT HERE-----



**Rockwall Independent School District – RFP 2526.07-001FC
General Discount Bid for As-Needed Vendors – Food, Catering, Retail**

OFFER FORM

This form should serve as the cover to all responses; failure to sign may result in disqualification.

The undersigned representative of the responding company indicated below hereby acknowledges;

- He/she is authorized to enter into contractual relationship on behalf of the responding company indicated below;
- He/she has carefully examined this document in its entirety;
- He/she proposes to supply any products/services submitted under this solicitation at the prices quoted and in strict compliance with all terms, policies and procedures, unless any exceptions are noted;
- Any and all exceptions have been noted in writing in the response and that no other exception will be claimed;
- The accuracy of all certifications required (including but not limited to, the Felony Conviction Notice) which accompany this offer;
- The stated organization is an equal opportunity employer
- The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other vendor or with any competitor.
- Notice of award and/or any communication regarding an award will be submitted via RISD and not by any consultant, contractor or other party involved in this solicitation.
- The organization has not been a party to any collusion among offer/vendors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any RISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with RISD’s Purchasing personnel; or in any discussions or actions between offer/vendors and any RISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
- 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. *(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.)*

Company Name:	Date:
Signature of Authorized Rep:	Printed Name:
Position or Title:	Phone:
Email:	



FOOD AND CATERING					
DELIVERY and/or CATERING SERVICES					
Which of the following do you provide (check all that apply):					
Breakfast:		Lunch:		Dinner:	
FOOD TRUCK					
Which of the following do you provide (check all that apply):					
Breakfast:		Lunch:		Dinner:	
RESTAURANT/DINE-IN EVENTS					
Which of the following do you provide (check all that apply):					
Breakfast:		Lunch:		Dinner:	
REFRESHMENT (Please indicate below – example: donuts, drinks, baked goods, etc.)					
Type of good(s):					
How much notice is required prior to event?					
What is the average delivery time once order is placed?					
Is there a minimum order for delivery?		Yes, Amount:	\$	No:	
Are there charges for delivery or set-up?		Yes, Amount:	\$	No:	
Is delivery available to all RISD locations?			Yes:	No:	
Are disposable napkins, tableware, eating utensils and serving utensils provided?			Yes:	No:	
Is the full menu available for events?			Yes:	No:	
What is the ratio of servers to guests, if applicable?			Servers		Guests
Do you have a separate room on-site for events?		Yes, Will Accommodate:	#	No:	
Any special requirements:					



GROCERY AND RETAIL**GROCERY/RETAIL**

How are transactions processed at the store level? What should the District be prepared to present to the cashier to complete a tax-exempt transaction for the school district?

Does the store provide online-ordering/delivery? If so, is there a delivery fee? What is the fee?

Provide a list (or attach listing) of all participating restaurant/franchise locations with address and contact information:

Please note:

1. If Proposer Company is managed by a Corporate Office, only one proposal document is required for all locations (W-9 must reflect the Corporate Office information).
2. If Proposer Company is an independently owned franchise, one proposal document is required for each location (W-9 must reflect franchise information).



VENDOR NAME:

Please provide any other pertinent information or processes that you feel would be of benefit, attaching additional pages as needed.

Rockwall ISD's standard way of doing business is through an authorized purchase order submitted to the vendor, with invoice paid within 30 days of receipts of goods and services. If your organization does not accept purchase orders, please indicate by which payment method you accept. If there is a minimum requirement to accept purchase orders, please notate that here as well. Please note: The inability to accept purchases orders could inhibit the District from doing business. Failure to complete this section would indicate PO's (for any \$\$) are acceptable.

PURCHASE ORDERS ARE ACCEPTED:

(Indicate minimum, if applicable)

PURCHASE ORDERS ARE NOT ACCEPTED:

(Indicate other payment method, if applicable)



VENDOR DATA

FOR PURCHASE ORDER: ORDERING ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone Fax	
Email address:	
May we submit orders via email:	
Email address, if different:	

FOR PAYMENTS: REMITTANCE ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone Fax	
Email address:	

FOR BID NOTIFICATIONS	
Contact Email:	

COOPERATIVE AGREEMENTS														
<i>If vendor holds a contract with any of the following, please indicate contract owner(s) and number(s) as applicable.</i>														
Allied States	Choice Partners	CTPA	DIR	E&I	EPIC6	EPCNT	HGAC	Omnia Partners	PACE	Tarrant County	TASB Buy Board	TIPS		
Contract Number(s):														

Please Note: If there is a current cooperative contract in place, or a contract with another school district, a response to this RFP is not necessary. Rockwall ISD can use the contract as long as it is still in effect. The purpose of completing this RFP would be to maintain availability for RISD to do business with your organization should other contracts expire.



REFERENCE SHEET

REFERENCE 1

School District Name:		
Contact Name:		
Address:		
Phone Fax:		
Email Address:		

REFERENCE 2

School District Name:		
Contact Name:		
Address:		
Phone Fax:		
Email Address:		

REFERENCE 3

School District Name:		
Contact Name:		
Address:		
Phone Fax:		
Email Address:		



VENDOR ACKNOWLEDGEMENTS

RESIDENT BIDDER

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the great of the following (1) the amount by which a resident bidder would be required to underbid the resident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in (1) the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer.

This subchapter does not apply to a contact involving federal funds.

FELONY CONVICTION AND CRIMINAL HISTORY 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 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. Vendor is responsible for the performance of the persons, employees and/or sub-contractors. Vendor assigns to provide services for Rockwall ISD pursuant to this proposal on any and all Rockwall ISD campus or facilities. Vendor will not assign individuals to provide services at a Rockwall ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Rockwall ISD Purchasing Department.

CONFIDENTIALITY DECLARATION

Any portion of the response considered to be confidential or contain proprietary information, or to contain trade secrets, must be marked accordingly. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

INTER-LOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS

Rockwall ISD is a member of the Central Texas Purchasing Alliance (CTPA) and the Education Purchasing Cooperative of North Texas (EPCNT), each serving as an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. A list of member districts can be found on the RISD Purchasing webpage.

In support of this collaborative effort, all awards made by Rockwall ISD may be adopted by other active member districts in either (or both) of the identified entities. By adopting a contract from another member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031 (a)(4). While there is no obligation to participate, doing so will streamline the public purchasing process and cut costs to the public. It will also keep vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources.

All purchases by members and participants other than Rockwall ISD will be billed directly to that entity and paid by that entity. Rockwall ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as necessary and according their policies.



COMMITMENT TO PROVIDE INSURANCE

Bidder will be able to furnish a valid insurance certificate reflecting as Certificate Holder: Rockwall ISD, 1050 Williams Street, Rockwall TX 75087. The vendor shall provide and maintain insurance in a company rated no less than an "A" by A.M. Best Company.

Vendor is aware of all costs to provide insurance, will do so pending contract award, and will provide a valid insurance certificate as describe within this solicitation.

DEBARMENT OR SUSPENSION CERTIFICATION

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.

INDEMNIFICATION AND HOLD HARMLESS

Except as otherwise expressly provided, respondent shall defend, indemnify and hold RISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligation under this contract.

STATEMENT OF COMPLIANCE/DEVIATION

Unless otherwise stated, this proposal complies with all specifications and/or scope of work contained in the solicitation document. Any deviations from any part of this solicitation shall be listed on a separate page as provided by the respondent with detailed conditions and information. RISD will consider any deviations in its evaluation, and reserves the right to accept or reject any bid based upon any deviations.

CONTRACTOR CERTIFICATION

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: 1) The employer has contracted with the district to provide services. 2) The particular employee will have continuing duties relating to the contract with the district. 3) The particular employee will have contact with students.

TOXIC CONTROL COMPLIANCE

Rockwall Independent School District has established Management Plans for ensuring a high level of environmental air quality through its Operations Department. All contractors performing construction projects for RISD must familiarize themselves with these Management Plans and comply prior to the beginning of any awarded construction project. RISD employees are available to review such plans and assist in interpretation and understanding its Asbestos Management Plans at any time prior to beginning construction.

Certification of non-use of Asbestos and Lead Containing Materials is required by all General and Sub-Contractors for all construction projects, by State and Federal regulations which RISD is subject to. Completion of this Affidavit is mandatory before final payment on a project will be made. Complete this certificate, have it notarized and submit it with your application for final payment, certifying that no materials used in conjunction with this project contain asbestos or lead in any form and that all Material Safety Data Sheets (MSDS) have been supplied to Owner before submitting application for final payment.

MWBE/HUB CERTIFICATION

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal. If so, please provide the Certificate Number and Name of Certifying Agency.



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.

CERTIFICATION OF SECTION 2271.002 TEXAS GOVERNMENT CODE

This section applies to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

CERTIFICATION OF SECTION 2252 TEXAS GOVERNMENT CODE

This section applies to contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

CERTIFICATION OF SECTION 2276 TEXAS GOVERNMENT CODE

This section applies only to a contract that (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) had a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Except as provided by Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

This section applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity. Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Subsection (b) does not apply to a governmental entity that (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by that subsection.

CERTIFICATION OF SECTION 2273 TEXAS GOVERNMENT CODE

A governmental entity may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. This subsection does not apply to a taxpayer resource transaction that is subject to a federal law in conflict with Subsection (a) as determined by the executive commissioner of the Health and Human Services Commission and confirmed in writing by the Attorney General.

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company that is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (b) 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 (2) headquartered in China, Iran, North Korea, Russia, or a designated country.



CONFLICT OF INTEREST

Effective January 1, 2006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. Forms received by the District become public records immediately and the law requires school districts that maintain web sites to place these records on the District's web site.

The Conflict of Questionnaire must be filed no later than the seventh business day after the date that the vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.

The vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh day after the date of an event that would make a statement in the questionnaire incomplete and inaccurate.

Note: A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Completed forms should be sent to Rockwall Independent School District Purchasing Department, 1050 Williams Street, Rockwall, Texas 75087. Forms are available from the Texas Ethics Commission website.

The Rockwall ISD website provides a list of Local Government Officers, Superintendent and other Personnel

IRS FORM W9

This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service.

Please include a current W9 with vendor's response.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.	
Company Name:	
Federal Tax ID #:	
City, State, Zip:	
Phone Number:	
Printed Name of Authorized Representative:	
Title of Authorized Representative:	
Email Address:	
Signature of Authorized Representative:	
Date Signed:	





EDGAR CERTIFICATIONS – APPENDIX II TO 2 CFR PART 200 ADDENDUM FOR CONTRACTS FUNDED BY US FEDERAL GRANT

The following provisions are required and apply when federal funds are expended by Rockwall ISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or purchase order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the contract/PO between the District and Vendor in all situations where vendor has been paid or will be paid with federal funds. The Rockwall ISD is the sub-grantee or sub-recipient by definition. In addition to other provisions required by the Federal agency or Recipient/Subrecipient, all contracts made by the Recipient/Subrecipient under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, Rockwall ISD 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.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.** Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, Rockwall ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Rockwall ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Rockwall ISD believes, in its sole discretion that it is in the best interest of Rockwall ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Rockwall ISD as of the termination date if the contract is terminated for convenience of Rockwall ISD. Any award under this procurement process is not exclusive and Rockwall ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Rockwall ISD.
- (C) Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In



addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- (E) **Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#))**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, the vendor certifies that during the term of an award for all contracts by Rockwall ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.
- (F) **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, the vendor certifies that during the term of an award for all contracts by Rockwall ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule.
- (G) **Clean Air Act ([42 U.S.C. 7401-7671q](#))** and the **Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#))**, as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, the vendor certifies that during the term of an award for all contracts by Rockwall ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule.



- (H) Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#). Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, the vendor certifies that during the term of an award for all contracts by Rockwall ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- (I) 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 Federal Rule, when federal funds are expended by Rockwall ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Rockwall ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
 - (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.
- (J) 2 CFR 200.323 Procurement of recovered materials.** (a) A recipient or subrecipient 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 of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the 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. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio-



based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

- (K) 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.** (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain covered telecommunications equipment or services. (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entries); (c) For the purpose of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or service as a substantial or essential component of any system, or as critical technology as part of any system. (d) In implementing the prohibition under section 889 of Public Law 115 -232 heads of executive agencies administering loan, grant or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communication service to users and customers is sustained (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports (f) For additional information, see section 889 of Public Law 115-232 and § 200.471, *Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, 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.*
- (L) 2 CFR 200.322 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 Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, 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).*



RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR BY FEDERAL FUNDS 2 CFR 200.334

When federal funds are expended by Rockwall ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUB-GRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by Rockwall ISD for any contract resulting from this procurement process in excess of \$100,000, 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.

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY

Federal agencies, recipients and subrecipients are subject to the guidance implementing Never Contract with the Enemy in 2 CFR part 183. The guidance in 2 CFR part 183 affects covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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.

NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

FAIR LABOR STANDARDS ACT – 2 CFR 200.318 (H)

The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, [29 U.S.C. 201](#), chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also [§ 200.214](#).

WHISTLEBLOWER PROTECTIONS – 2 CFR 200.217

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#). See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).



CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS-- 2 CFR 200.321

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

ACCESS TO RECORDS – 2 CFR 200.337

(a) **Records of recipients and subrecipients.** The Federal agency or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives must have the right of access to any records of the recipient or subrecipient pertinent to the Federal award to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general. (b) **Extraordinary and rare circumstances.** The recipient or subrecipient and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency. (c) **Expiration of right of access.** The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon recipients and subrecipients.

Vendor affirms they have read all certifications as described in this section and agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted.

Company Name:	
Federal Tax ID #:	
City, State, Zip:	
Phone Number:	
Printed Name of Authorized Representative:	
Title of Authorized Representative:	
Email Address:	
Signature of Authorized Representative:	
Date Signed:	

