Rockwall INDEPENDENT SCHOOL DISTRICT

Request for COMPETITIVE SEALED PROPOSALS

RFCSP 2526.06-001
ELECTRONIC DISPOSAL SERVICES

Date	Event
June 12, 2026	1st Advertisement / Issue Date
June 18, 2026	Deadline to submit questions – 10:00 A.M. (CST)
June 22, 2026	Addendum Posted to Address Questions, if necessary
July 2, 2026	Deadline for submittals at 2:00 P.M. (CST)

** The District will make every effort to adhere to this schedule; however, dates are subject to change. Any changes will be posted in the form of an addendum on the RISD website. Additional addendums may be posted at the discretion of RISD. Potential respondents are responsible for watching the website for such publications.*

Deliver Sealed Responses to:
Rockwall ISD Administration Building
Purchasing Department
1050 Williams Street
Rockwall, Texas 75087

Rockwall ISD Purchasing Department:
(Contact during Procurement)
Jana Hunter, MBA, RTSBA
Director of Purchasing
972-771-0605
jana.hunter@rockwallisd.org

Rockwall ISD Technology Department:
(Contact during Project)
Luann Hughes
Executive Director of Technology
972-771-0605
luann.hughes@rockwallisd.org

NOTICE

The Rockwall Independent School District (RISD) is soliciting proposals per the specifications stated elsewhere in this solicitation document. A response to this solicitation is an offer to contract with Rockwall ISD and its members based on the specifications and standard terms and conditions contained in the bid document.

Respondents are cautioned to read this document completely and submit all documents. Each respondent, by submitting a response, represents that he/she has read and understands the proposal. Failure to examine the documents will be at the vendor's risk.

Respondents shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer is submitted will be construed by the RISD Board of Trustees to indicate that the respondent agrees to carry out the furnishing of products and services in full accordance with the specifications and other contract documents not withstanding existing material and labor market conditions. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) and/or services specified in the solicitation.

The vendor should propose his/her lowest and best price. All pricing information shall be entered on the proposal in ink or typewritten. Pricing should include packaging and transportation unless otherwise noted by the vendor.

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of the contract, provided, however that the vendor may offer incentive discounts from this fixed price to the District at any time during the contractual term.

Jana Hunter

Jana Hunter, MBA, RTSBA
Director of Purchasing

June 12, 2026
Release Date

DISTRICT OVERVIEW

Rockwall ISD, situated in Rockwall County, Texas, comprises approximately two-thirds of the county's area and shares the county's boundary lines on the North, West and South. The eastern boundary of the district is an irregular line running through the town of Fate.

The District currently has 21 campuses comprised of 16 elementary schools, 4 middle schools, 2 high schools, 2 9th Grade Centers, a College and Career Academy and an alternative school. The District currently serves approximately 18,500 students and employs approximately 2300 employees.

Rockwall ISD has grown by more than 3,000 over the last decade and is expected to grow by nearly 6,000 students by 2030.

Rockwall ISD's Call to Action: Rockwall ISD empowers learners to embody independence, value relationships, and achieve excellence as thriving members of a dynamic community.

We believe that:

- Collaborative relationships create a culture where learners thrive.
- An effective learning environment is collaborative, safe, challenging, and responsive to the diverse needs of all students.
- Learning is a partnership that engages all members of our community to empower empathetic and responsible citizens for success among themselves.
- All learners deserve to be challenged in preparation for lifelong learning and future success.

Core Values:

- Relationships
- Innovation
- Excellence

Rockwall Independent School District

Additional information about Rockwall ISD can be obtained on its website: www.rockwallisd.com

CODE OF CONDUCT

Vendors and their suppliers, installers and all others working on Rockwall ISD facilities are required to understand and adhere to the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a work's removal from the facilities and/or the termination of all subcontractor's contract. Vendors are responsible for the suppliers and installers adherence to these policies. All personnel working on RISD facilities will indicate their understanding and agreement to comply with these rules and responsibilities by submitting a response to this solicitation.

1. Vendor's employees, installers and suppliers who will be entering the district should check in with the Rockwall ISD designated representative.
2. Vendor's employees, installers and suppliers must wear picture ID badges while on Rockwall ISD property.
3. The use of any tobacco products is prohibited on district property. These prohibited items include but are not limited to cigarettes, cigars, vapes and smokeless tobacco.
4. Drugs and alcoholic beverages are prohibited.
5. The use of vulgar or improper language is prohibited.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on district property will result in immediate remove from property.
7. School requirements may occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and work with RISD to make-up any scheduling.
8. All contact with student is strictly prohibited.
9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and personal protection equipment (as needed).
10. Vendor's employees, installers and suppliers will promptly leave the premises at the end of each work shift or once business purpose has been served.
11. Vendor's employees, installers and suppliers will comply with all state and district rules regarding weapon free zones.
12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by Rockwall ISD to perform criminal background evaluations/investigations.
13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on RISD property where students are present: Any offense against a child, any sex offense, any crimes against persons involving weapons or violence, any felony offense against property; or any offense that Rockwall ISD determines to compromise the safety and well-being of staff, students and/or property.

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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. In these Terms and Conditions, 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 documents contained in this solicitation represent the potential agreement between the successful respondent and the school district and supersedes any prior discussions, negotiations, representations, agreements, written or oral.

Any specifications, details, or specific instructions for this solicitation will be found following these Standard Terms and Conditions. Some of the Standard Terms and Conditions may not be applicable to a specific bid or proposal. To the extent each of the terms and conditions is applicable, these shall be deemed to be part of the vendor's bid or proposal documents. If there are specific terms and conditions contained in the bid or proposal documents which are inconsistent with the Standard Terms and Conditions, the specific terms and conditions in the bid and solicitation documents shall control. By submitting a bid or proposal, each vendor or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.

The district guarantees no minimum dollar amount in purchase orders against this contract. The scope of this request and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.

The RISD can terminate any resulting award for this request with thirty (30) calendar day notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit RISD to terminate this request in order to enter other contracts or make other arrangements for essentially the same services made the subject of this solicitation.

All bids and proposals from the vendor must remain open for acceptance for sixty (60) days after submittal.

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 the subsequent contract. Substantially includes, but is not limited to, changes to 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 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. The functional administrator for this contract is Luann Hughes, Executive Director of Technology.

CONTACT

Contact between soliciting vendors and user departments during this solicitation process or evaluation process is prohibited. Any attempt by a soliciting firm to contact the department may result in disqualification.

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 must be requested in writing to RISD, Director of Purchasing, 1050 Williams Street, Rockwall, TX 75087 (jana.hunter@rockwallisd.org) with sufficient time allowed for a reply to reach vendors before the submission of their offers. The email subject line for questions should read: "Questions" followed by the solicitation number and title. The deadline for questions regarding this solicitation is June 18, 2026.

ADDENDA

Written responses to vendor questions shall be presented in the form of an Addendum and posted on the District's website at: https://www.rockwallisd.com/departments1/business-and-finance/purchasing-and-vendor-information. Respondents should monitor the Purchasing page on the RISD website for such postings. Oral explanations or instructions will not be binding. Rockwall ISD reserves the right to post addendums up to, and including, the business day prior to the deadline. Vendors who submit a bid or proposal without acknowledging receipt of all addenda issued may be deemed to have submitted a bid or proposal not responsive to the solicitation. Failure to receive such addenda does not relieve the vendor from any obligation under the bid or proposal submitted. All formal written addenda become a part of the vendor bid or proposal documents.

PRE-BID MEETING

Any scheduled pre-bid meeting, will be noted on the cover page of this document. In the event a pre-bid meeting is held, attendance is highly recommended to all potential responders. The purpose of this meeting will be to answer any questions regarding the proposal specifications. Proposers are reminded, however, that verbal responses are not binding – only questions answered by formal written agenda will be binding and will be made part of the proposal documents. Proposers must satisfy themselves, upon examination of these specifications in the pre-bid conference, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for proposal will be entertained from either party.

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.

Submissions to this request are due by: July 2, 2026 – 2:00 P.M. (CST)

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 and its use is highly encouraged. Respondents are instructed to submit (1) one original hard copy (marked ORIGINAL) and (1) one additional hard copy.

Responses must be delivered in a sealed envelope or container and submitted to the Purchasing Department at the RISD Administration Building in sufficient time to be received and time-stamped on or before the published date and time shown within this document or on any subsequent addenda. No other published dates will be binding. Late submissions will not be accepted. Unsigned, unsealed, faxed or late responses will not be accepted. Rockwall ISD will not be responsible for mail delivered from the post office. No oral, telegraphic, telephonic, electronic mail or facsimile transmitted responses will be considered. RISD Purchasing personnel will be the official time keeper for all submissions.

Each vendor shall furnish the information required by the solicitation documents. Proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Emphasis should be placed on conformity to the instructions and requirements of this solicitation and the completeness and clarity of content. Links to web sites for supporting documentation are not acceptable. Expensive bindings, color displays, and advertising materials are not necessary or desired.

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.

EXCEPTIONS/MODIFICATIONS/WITHDRAWAL

Responses deposited with Rockwall ISD may be withdrawn prior to the time set for opening. A response may not be withdrawn after the submittal deadline. By submitting a response, the proposer warrants and guarantees that the document has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. If any exceptions are taken to any portion of the bid or proposal, the vendor must clearly indicate the exceptions taken and include a full explanation. Vendor's failure to identify exceptions or proposed changes will constitute acceptance by the vendor of the bid or proposal as proposed by the District. The District reserves the right to reject a bid or proposal containing exceptions, additions, qualifications, or conditions. Any bid or proposal to the District by the vendor, or contract between the District and the vendor, can be modified or withdrawn only by written agreement between Rockwall ISD and the vendor.

BID OPENING

Submittals may be publicly opened immediately after the response deadline on the same day. Responses received by hand delivery or mail after the stated due date and time will remain unopened. Trade secrets and confidential information contained in response shall not generally be open for public inspection, but RISD's records are a matter of public record.

DISQUALIFICATION

Any bid or proposal that does not contain all required contents required by 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

Proposals may be evaluated by an Evaluation Committee comprised of key Rockwall ISD personnel in order to fairly evaluate all qualified proposals. Evaluation by committee members will be combined into one score, which will be compared to the other proposals.

To the extent allowed by law, discussions/negotiations may be conducted with vendors who are deemed to be within the competitive range. If discussions/negotiations are conducted, respondents may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of discussions/negotiations.

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 and per the Texas Education Code 44.031 (b), the district considers (at a minimum) the following criteria. At the discretion of the district and in evaluation of this solicitation, point values are indicated where applicable.

TEC	Criteria	Description	Weight
(1)	Purchase Price		20
(2)	The reputation of the vendor and of the vendor's goods or services	*The respondent's demonstrated knowledge, competence and experience with similar type services for districts and/or public entities.*	20
(3)	The quality of the vendor's goods or services	*Including but not limited to qualifications and experience of the respondent and team members providing services associated with this solicitation*	20
(4)	The extent to which the goods or services meet the District's needs		20
(5)	The vendor's past relationship with the District	*The respondent's past relationship with the District and quality of references from past or current customers in education.*	10
(6)	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses		
(7)	The long-term cost to the District to acquire the vendor's goods or services	Any proposed price increase beyond the first year, if applicable	10
(8)	For a contract for good and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: - Has its principal place of business in this state; or employs at least 500 persons in this state		
(9)	Any other relevant factor specifically listed in the request for bid or proposals, including compliance with the basic requirements and forms provided in this document		
	In awarding a contract by competitive sealed bid under this section, a school district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Section 271.9051, Local Government Code. This subsection does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.		
	As provided by Texas Education Code 44.043 ("Right to Work"), Rockwall ISD will not consider whether the vendor is a member of, or has any other relationship, with any organization, and the specifications are not intended to, and do not, deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organizations.		

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

Successful vendor(s) may be notified in writing of District's award. No assignment of a bid, proposal, or resulting contract is permitted without the prior notice to and written consent of Rockwall ISD by means of a Notice to Proceed and/or Authorized Purchase Order or signed contract after a recommendation has been accepted by the RISD Board of Trustees. If respondent requires any other agreement, a draft document must be provided with the proposal. No work shall begin, goods procured or delivered, or costs incurred by vendor until the notice is received. Any cost incurred by the vendor prior to the notice shall not be reimbursed by the District.

Tabulations may be requested by contacting the Director of Purchasing via email upon award of a contract based upon approval by the RISD Board of Trustees, if required. Otherwise, information may be released after award of the contract by the Superintendent or designee.

TERM

If this solicitation is for a set time period only, or a single purchase, the award will last until the goods or services have been delivered, completed and accepted by the District. Renewing the contract would imply doing so under the same terms and conditions. The District reserves the right to acquire reasonable amounts of additional goods/services, as listed in the bid or proposal, subject to verification of the same or lower prices and conditions of the bid or proposal and consistent with Texas law. After the initial contract term, the District reserves the right to extend the contract as indicated in this request.

PRICING

All prices proposed by the vendor, and accepted by the District, shall remain in effect throughout the term of the bid proposal, award, contract, or purchaser order, and cannot be increased during that term without written agreement between the vendor and the Rockwall ISD Board of Trustees or its designee. 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.

Strict conformance with the standards, specifications, and requirements of the bid or proposal is required by Rockwall ISD. 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. If at any time during the term of an awarded agreement the vendor believes the furnishings of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

If a brand name or specific model name is shown in the proposed specifications or bid form, such usage is to indicate an acceptable standard which must be considered if bidding better or equivalent products. Any bid or proposal for such better or equivalent products shall provide significant information on the products to allow the District to determine whether or not they are acceptable.

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 agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he/she will notify RISD to this effect in writing within two weeks after the signing of this a contract. If RISD does not receive notice and is subsequently held liable for the infringement or the like, vendor will indemnify RISD for any damages due to such claim. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this document shall be null and void. RISD may pay vendor for the reasonable cost (as determined by RISD) of his/her search as to infringements.

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.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
The 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

The successful respondent, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas. Insurance requirements also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible for making sure the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Insurance must remain in effect for the duration of this contract. Should any policy be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, RISD. The contractor shall notify the district in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.

Vendor may be required to provide a copy of insurance coverage to RISD. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award. The bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "RISD, Attn: Director of Purchasing, 1050 Williams Street, Rockwall, TX 75087." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.

The contractor represents to the district that all employees of the contractor who will provide services on the project will be covered by statutory workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing

false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

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.

SPECIFICATIONS

INTENT

Rockwall Independent School District is accepting proposals for the removal of discontinued technological equipment (Board Policy CMD Legal). Types of equipment include, but are not limited to: desktops, laptops, scanners, printers, universal power supplies, televisions, switches, routers, servers, phones, and projectors. The District will also dispose of component parts such as, but not limited to: monitors, mice, motherboards, hard drives, and batteries. The District's major goals in this process are:

- Obtain reasonable surplus value for discontinued equipment.
- No charge for the removal and disposal of discontinued equipment.
- The vendor must minimize the environmental impact on landfill sites.
- **The data on discontinued equipment is removed/destroyed in compliance with NIST 800-88 or D.O.D. 5220.22M standards.**
- The disposal of discontinued technological equipment done in compliance of all Federal, State, and local laws and regulations.

SERVICE REQUIREMENTS

- The vendor will provide a single point of contact for the RISD Technology Support Department.
- The vendor will schedule pick up & transportation of discontinued IT assets from RISD campuses or departments.
    - Equipment pickups will be scheduled with the Director of Technology Operations. The vendor will need to provide contact information for pick up coordination.
    - The vendor will provide turnkey removal and loading of equipment.
    - The equipment will be picked up from a designated location(s) at a campus or department.
    - The vendor will be responsible for a lift if a lift is needed.
    - The vendor is responsible for pallets and shrink wrap, if needed.
    - There is no minimum amount of equipment in the pickup request.
    - Pickups must be completed within 30 days of the District's request.
- The vendor will provide an asset audit report by manufacturer, model, serial number, and configuration for all assets to have value.
- Vendor provide pricing for assets deemed to have zero value in today's market by equipment type, quantity, and/or weight.
- The vendor will provide a percentage of the resale value back to the district.
- The payment of Net Proceeds will be made within 30 calendar days of disposition of equipment.
- The vendor is NIST 800-88 or D.O.D. 5220. 22M data destruction service certified.
- If the any data/drive has substantial value, data must be wiped per NIST 800-88 or DoD 5220.22m standards.
- If the data/drive does not have substantial value, the drive must be physically destroyed.

- The vendor will adhere to Zero Waste to Landfill standards.
- The vendor will provide a detailed manifest of received equipment within 30 days.
- The vendor will provide Certificates of Data Destruction & Disposition to the district for applicable equipment.

PROPOSAL SUBMISSION

The bid response should include:

- The scope of work
- Anticipated percentage of resale value
- Vendor certifications for recycling and data destruction

SHIPPING LABEL

This label should be affixed to the outside of the package when submitted in response to this request.

FROM: _____

_____

_____

Package _____ of _____

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

CONTENTS: BID RESPONSE
BID NUMBER: RFCSP 2526.06-001
BID TITLE: Electronic Disposal Services
BID DUE DATE: July 2, 2026
TIME DUE: 2:00 P.M. (CST)

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

FROM: _____

_____

_____

Package _____ of _____

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

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TIME DUE: 2:00 P.M. (CST)

Rockwall Independent School District
RFCSP 2526.06-001 Electronic Disposal Services

OFFER FORM

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

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

- They are authorized to enter into contractual relationship on behalf of the responding company;
- They have carefully examined this document in its entirety;
- They propose 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;
- They understand verbal orders are not authorized and no order should be initiated without an authorized purchase order signed by the Director of Purchasing and that non-compliance may result in non-payment;
- 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 which accompany this offer;
- The stated organization is an equal opportunity employer;
- 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.
- 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.

- Receipt of Addenda, or lack thereof:

None: _____ (initial)
1: _____ (initial) # 2: _____ (initial)
3: _____ (initial) # 4: _____ (initial)

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

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

If the vendor holds a contract with any of the following, please circle and provide contract number(s) as applicable.

Allied States	Choice Partners	CTPA	DIR	E&I	EPIC6	EPCNT	HGAC	Omnia Partners	PACE	Tarrant County	TASB Buy Board	TIPS

Contract Number(s):

REFERENCE SHEET
DO NOT LEAVE BLANK

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:		

**Please note: Some projects may require more attention to be given to historical projects of like scope, type, location, institute, etc. While it is not a requirement, the District prefers references be given for school districts of similar size to Rockwall ISD and the district may evaluate responses as a whole, based on references provided.*

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 AGREMEENTS 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 orapplicant 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 occupationalqualification) 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 inemployment 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 b 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 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:	