



Rockwall
INDEPENDENT SCHOOL DISTRICT

**Request for
PROPOSALS**

RFP 2122.07-001 (A)
GENERAL DISCOUNT BID FOR
AS-NEEDED VENDORS

Initial Contract Term:

July 1, 2021 – June 30, 2022

This solicitation was originally posted in the Spring of 2021 to establish the vendor list effective July 1, 2021. The solicitation was published in such a way that responses may be accepted and reviewed periodically to update the vendor list on an incremental basis. The purpose of publishing RFP 2122.07-001 (A) was to make cosmetic edits to the original document while providing for the additional forms as required by Legislation (eff. September 1, 2021).

The district reserves the right to:

Auto renew agreements on an annual basis until re-bid at the discretion of RISD.

Award to multiple vendors to establish the RISD list of available vendors.

Accept responses and update the RISD list of available vendors on an incremental basis.

Make award notifications through the RISD Vendor List.

Vendors who hold a purchasing cooperative contract:

The Rockwall ISD list of available vendors includes cooperative contract vendors. If you hold a contract with any of the following cooperatives, it is not necessary for you to respond to this solicitation. As long as the purchasing cooperative contract is in effect, your organization will be included on our list of available vendors.

| | |
|--------------------------------------|--|
| Choice Partners | E&I Cooperative Services |
| Houston-Galveston Area Council | National Cooperative Purchasing Alliance |
| Omnia Partners (NIPA/US Communities) | Purchasing Association of Cooperative Entities |
| TASB Buy Board | TIPS-USA |

Deliver Responses through Bonfire or to:

Rockwall ISD Administration Building
Purchasing Department
1050 Williams Street
Rockwall, Texas 75087

Rockwall ISD Purchasing Department:

Jana Hunter, MBA, RTSBA
Director of Purchasing
972-771-0605
jana.hunter@rockwallisd.org

NOTICE

The Rockwall Independent School District (RISD) is soliciting proposals for **As-Needed Vendors** 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.

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.

Responses must be submitted to the Purchasing Department at the RISD Administration Building. Unsigned, unsealed, or faxed responses will not be accepted. Rockwall ISD will not be responsible for mail delivered from the post office.

Although not required, respondents have the opportunity to submit responses electronically through the Bonfire platform (link provided at the bottom of this page). If the vendor elects to submit electronically, a paper copy is not necessary.

For the initial term, submittals will be opened and reviewed as received to establish the list of available vendors effective July 1, 2021. Thereafter, responses will be reviewed on an incremental basis and the list of available vendors will be updated accordingly. Each year, agreement(s) will auto renew. All vendor wishing to do business with RISD after July 1, 2021 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.

Link to Purchasing Page of the RISD website: <https://www.rockwallisd.com/Page/380>.

Jana Hunter

Director of Purchasing

October 28, 2021

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.

In recent years, Rockwall ISD has expanded tremendously. In 2005, the District opened its second high school located in the community of Heath. The District currently has 21 campuses comprised of 16 elementary schools, 3 middle schools, 2 high schools, a College and Career Academy and an alternative school. The District currently serves approximately 18,000 students and employs approximately 2300 employees.

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



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



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 | Opening Fall 2021 |
| 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 |

HIGH SCHOOL CAMPUSES (4)

| | | | | |
|-------------------------------------|------------------------|----------|-------|--------------|
| Rockwall HS | 901 Yellowjacket Lane | Rockwall | 75087 | 972-771-7339 |
| Rockwall Heath HS | 801 Laurence Drive | Heath | 75032 | 972-772-2474 |
| 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 bids from various categories of vendors for materials, supplies, equipment and services. 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.

Example: Sod would fall under General Facility/Maintenance/Trade Services (grounds) and the vendor might say they would supply sod to the district, upon request, with a 5% discount below retail pricing.

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 submitted a completed packet and it will indicate the category of goods/services available, as well as the discount that was extended.

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 \$50,000.00 or more. While \$50,000.00 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 these 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 1819.07-001), you must complete this solicitation to remain a vendor effective July 1, 2021.

This solicitation (2122.07-001) replaces 1819.07-001.

Responses to this bid will begin the process of producing a list of available vendors effective July 1, 2021. Responses received after July 1, will be reviewed on an incremental basis.

After July 1, respondents are responsible for verifying their vendor status via the vendor list as posted on the Purchasing page of the RISD website.

As an approved vendor, it is the vendor's responsibility to contact the Purchasing office with vendor updates or changes.

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.

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 2122.07-001 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.



STANDARD TERMS AND CONDITIONS

1. The following instructions by the Rockwall Independent School District are intended to afford potential respondents an equal opportunity to participate in the solicitation process.
2. 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. Bids do not become contracts unless and until they are both accepted by RISD through notification by the District to the bidder and/or put into effect by the issuance of a purchase order signed by an authorized representative of the RISD Purchasing Department.
3. 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, 2021 – award will be made to additional/multiple vendors on an incremental 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.
4. 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.
5. 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).
6. 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.
7. Proposals submitted by the published due date will be opened and recapped. 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.
8. 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.).
9. The district guarantees no minimum dollar amount in purchase orders against this contract.



10. 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.
11. RISD reserves the right to 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.
12. RISD expressly reserves the right to:
 - a. Reject or cancel any or all proposals for reasons, not limited to: responses received after the published due date, unbalanced value of any items, improper or insufficient guarantee (if required)
 - 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 defect, irregularity or informality and/or minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined to be in the best interest of RISD
 - d. Reissue a request
 - e. Consider and accept an alternate proposal as provided herein when most advantageous to RISD
 - f. RISD has the right to 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
 - g. Procure any item or services by other means to meet time-sensitive requirements
13. Respondents may be disqualified and their response not considered for reasons not limited to:
 - 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



14. 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 qualified respondents 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
- a. The purchase price
 - b. The reputation of the vendor and of the vendor's goods or services
 - c. The quality of the vendor's goods or services The extent to which the goods or services meet the district's needs
 - d. The vendor's past relationship with the district The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
 - e. The total long-term cost to the district to acquire the vendor's goods or services
 - f. 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 it principal place of business in this state; or employs at least 500 persons in this state
 - g. 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
15. The District shall be the sole judge of acceptable proposal responses.
16. Per CH Local of District Policy - All purchase commitments shall be made by the Superintendent or designee on a properly drawn and issued purchase order, in accordance with administrative procedures. District employees shall not be permitted to purchase supplies or equipment for personal use through the District's business office. **Completing work or providing product without an authorized purchase order may result in non-payment by the district and/or termination of awarded contract.**
17. Performance of service/delivery of goods shall be made to the location identified on each purchase order or resulting contract. 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.
18. The District is exempt from payment for any Texas Sales Tax or Federal Excise Tax allowed by law.
19. 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.

20. The District reserves the right to 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.
21. RISD shall have the right to 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".
22. 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.
23. If the successful respondent fails to deliver or defaults on this contract within the time specified in the contract, the respondent shall pay (or have withheld from payments due), at the option of RISD, to RISD as liquidated damages a fee up to 25% of the Purchase Order.
24. No right or interest in this contract shall be assigned or any obligation delegated by respondent without the written permission of RISD. Such consent shall not relieve the assignor of liability in the event of default by its assignee.
25. 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.
26. The District reserves the right to utilize 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 its best interest to do so.

27. 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.
28. The District may, by written notice to the vendor, cancel this solicitation 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 award or amending, or the making of any determinations with respect to the performing of such an agreement.
29. 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. Substantial interest includes:
- The person owns 10% or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity
 - Funds received by the person from the business entity exceeds 10% of the person’s gross income for the previous year
 - The interest is an equitable or legal ownership with a fair market value of \$2,500 or more
 - If a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code

Local Government Code Chapter 171

30. 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.
31. Neither the vendor nor the district shall be responsible or deemed to be in default of its obligation to the other to the extent any failure to perform or delay in performing its obligation under any resulting agreement 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 this document, 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 or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party 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.

32. Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), 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 the District 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.
33. It is the policy of Rockwall Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, not in its employment practices.



RESPONSIBILITIES OF RESPONDENTS

1. 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.
2. 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 notwithstanding 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 as reflected on RISD purchase order.
3. Each vendor shall furnish the information required by the solicitation documents. 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 items identified in this request. 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.
4. One (1) original copy of all required documents as defined in this document should be mailed or otherwise delivered to the following address: Rockwall Independent School District, Director of Purchasing, 1050 Williams Street, Rockwall, Texas 75087. The building is open between the hours of 8:30 A.M. – 3:30 P.M., Monday – Friday:
5. 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.
6. Discount proposed by the vendor shall remain fixed and firm during the term of the contract, unless increased by notification from the vendor.
7. Vendors should complete the reference form by providing names of Texas school districts of comparable size to Rockwall ISD.
8. **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. Therefore, the purchase order number shall appear on all itemized invoices to ensure payment.**



9. Vendor shall submit itemized invoices on each purchase order in a timely manner following delivery. Invoices shall indicate the purchase order number and the solicitation number.
10. Invoices should be mailed to the address below or emailed to accountspayable@rockwallisd.org.

RISD Business Office
Attn: Accounts Payable
1050 Williams Street
Rockwall, TX 75087

11. Checks will be issued to vendors for completed work. Additional payment options are available; information for such payment type should be provided on the Vendor Data form.
12. 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. Funds for completed purchase orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.
13. The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/respondent.
14. 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 the Rockwall Independent School District. By submitting a response, each respondent agrees to waive any claim it has or may have against Rockwall Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the solicitation documents; acceptance or rejection of any responses; and award of contracts, if any.
15. The respondent (suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this solicitation. Proprietary/Trade Secret information pertaining to this request may not be withheld from the District or its Authorized Representative.



16. Respondents are expected to deliver prompt service(s)/product(s) per specifications including warranties. Past performance of respondent may be a factor in awarding future contracts.
17. 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.
18. Bidder/Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.
19. The Vendor shall be fully responsible for the quality and accuracy of any and all work performed in conjunction with this request. Neither acceptance of such work by the District, nor payment therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.
20. It is important that each supplier understand the following information:
All purchases made by the District will be made via a RISD purchase order
Do not provide goods/services absent a duly authorized, signed purchase order
Do not provide goods/services exceeding the quantities contained on the purchase order
21. The title and risk of loss of any goods required in connection with any work done for the district shall not pass to RISD until it actually receives and takes possession of the goods at the point(s) of delivery, i.e., FOB Destination.
22. Delivery should be based on the address as identified on the purchase order. The majority of the deliveries will be to:

RISD Distribution Center
1052 Williams Street
Rockwall, Texas 75087
Hours: 7:00 – 3:00

23. The warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum warranty unless otherwise agreed to in writing.
24. 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.



25. 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.
26. Successful respondent may be required to provide a copy of insurance coverage to RISD. Insurance certificates may contain a provision, or respondent's signature on this bid/proposal certifies, that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given RISD. Insurance must remain in effect for the duration of this contract. In some cases, the district may be required to be named as an additional insured on the vendor's insurance coverage. 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. If the district requires a certificate of insurance, 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.
27. Workers' Compensation: Successful respondent must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability.

| | |
|-------------------------|-------------|
| WORKERS' COMPENATION | Statutory |
| EMPLOYER'S LIABILITY | |
| Each Accident | \$1,000,000 |
| Disease – Each Employee | \$1,000,000 |
| Disease – Policy Limit | \$1,000,000 |

28. The insurance requirements, as listed also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible in making sure the sub-contractor(s) meets the minimum insurance requirement limits as by law.
29. Should any policy be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, RISD.
30. 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.
31. 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.



32. 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.
33. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.
34. 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.
35. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.
36. 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.
37. The contractor shall obtain from each person providing services on a project, and provide to the district:
 - (a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project and;
 - (b) No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
38. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
39. 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.

- 40. 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.

- 41. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (a) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all of its employees providing services on the project for the duration of the project;

 - (b) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

 - (c) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

 - (d) Obtain from each other person with whom it contracts, and provide to the contractor:
 - (1) A certificate of coverage, prior to the other person beginning work on the project

 - (2) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project

 - (3) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter

 - (4) Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project

 - (5) Contractually required each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the



person for whom they are providing services

42. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the district that all employees of the contractor who will provide services on the project will be covered by 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 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.
43. 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.
44. 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 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.
45. Respondent shall not limit or exclude any implied warranties, and any attempt to do so shall render this solicitation document voidable at the option of RISD. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the proposal documents, and to the sample(s) furnished by vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
46. 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.
47. 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.
48. 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.
 49. 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.
 50. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under any award shall not be relevant to determine the meaning of this solicitation document even though the accepting party has knowledge of the performance and opportunity for objection.
 51. First, the laws of the State of Texas shall govern this document and its resulting contract. Venue for any disputes arising thereunder shall be in Rockwall County, Texas. Secondly, the laws of the Uniform Commercial Code (UCC) as adopted in the State of Texas and in force on the date of this solicitation shall govern.
 52. Use or possession of weapons on school property is strictly prohibited. All District property and facilities are considered a "drug free zone". 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. The vendor, its company, and its employees shall adhere to this policy.
 53. 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.
 54. 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.
 55. 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.

56. 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.
57. 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
58. 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. A Toxic Control Affidavit, if required, must be completed and submitted prior to final payment being made.
59. Vendors who perform work inside the RISD facilities are hereby notified, however, 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. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building.



60. 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>.
61. 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. Upon award, the vendor will be reminded of this requirement.
62. Effective January 2020, the requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of this subchapter.



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 2122.07-001 (A)
 BID TITLE: 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 2122.07-001 (A)
 BID TITLE: Discount Bid
 BID DUE DATE: Ongoing
 TIME DUE: N/A

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



OFFER FORM

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

Bid Number and Title: RFP 2122.07-001 (A) Discount Bid for As-Needed Vendors
Submittal Due Date and Time: ONGOING
Submittal Address: Rockwall Independent School District
 Jana Hunter, Director of Purchasing
 1050 Williams Street
 Rockwall, Texas 75087

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

- That he/she is authorized to enter into contractual relationship on behalf of the responding company indicated below;
- That he/she has carefully examined this document in its entirety;
- The 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;
- That 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
- That 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.
- That 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.
- That 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.
- That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. *(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.)*

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



SECTION 1:
GENERAL GOODS AND SERVICES



RESPONDENT’S PROPOSAL

Respondents must indicate at least one category of goods/services by placing an “X” next to the applicable line item. The line item includes supplies, materials, equipment and/or services as it relates to the category. Failure to select a category may result in disqualification.

| VENDOR NAME: | | | |
|---------------------|---|----------|--|
| X | CATEGORY | X | CATEGORY |
| | Apparel (incl. Embroidery and Dry Cleaning) | | Art |
| | Athletics/Physical Education | | Auditorium, Field and Gymnasium |
| | Audio Visual | | Books |
| | Braille/Interpretation/Translation | | Career and Technology |
| | Cheer and Dance | | Classroom/Teaching Aids |
| | Consulting and other Related Services | | Fine Arts |
| | Food Service (excl. Food) | | Fundraising |
| | Furniture | | Instructional Materials |
| | Janitorial/Cleaning | | Library/Media Services |
| | Livestock | | Medical/First Aid (incl. Health, Clinic, Trainers) |
| | Motorized Vehicles (other) | | Moving and Storage |
| | Office Supply | | Outdoor Education |
| | Paper/Plastic Products | | Printing and Signage |
| | Promotional/Awards/Recognition | | Rental and Repair (other) |
| | Safety and Security (incl. PPE) | | Sole Source as identified in TEC 44.031 |
| | Special Education | | Staff Development |
| | Technology | | Upholstery |
| | OTHER: | | |
| | | | |
| | | | |



DISCOUNT, SHIPPING and ORDER INFORMATION

| |
|--|
| VENDOR NAME: |
| The space below should be used to provide additional category description or details, shipping information and discount/offer. |
| |
| |
| |
| |
| |

| DISCOUNT INFORMATION | |
|----------------------|---------|
| % | Detail: |
| OTHER: | |

| SHIPPING INFORMATION | | | |
|---|-----|----|----------------------|
| (Amount to be charged for shipping and/or handling for all proposed categories) | | | |
| % of total order: | % | OR | \$ Flat Rate Charge: |
| Free Shipping Applies to all orders: | Yes | OR | No |
| Free Shipping Applies to Orders over: | \$ | | |

| |
|--|
| 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. |
| |
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SECTION II:
FACILITIES, MAINTENANCE AND OPERATIONS -
TRADE SERVICES / SKILLED LABOR



RESPONDENT’S PROPOSAL

Respondents must indicate at least one category by placing an “X” next to the applicable line item(s). Vendors must also indicate Equipment (incl. rental), Parts and or Service. Failure to select a category may result in disqualification.

| VENDOR NAME: | | | | |
|---------------------|---------------------------------|------------------|--------------|----------------|
| X | CATEGORY | Equipment | Parts | Service |
| | Appliances | | | |
| | Asbestos Abatement | | | |
| | Auto (incl. Bus and Trailer) | | | |
| | Building Materials | | | |
| | Canopies and Awnings | | | |
| | Carpentry | | | |
| | Concrete/Asphalt | | | |
| | Disaster Recovery/Restoration | | | |
| | Doors | | | |
| | Electrical | | | |
| | Elevator | | | |
| | Excavation | | | |
| | Fencing | | | |
| | Fire Protection | | | |
| | Flooring | | | |
| | Foundation | | | |
| | Glass and Window | | | |
| | Grease Trap | | | |
| | Grounds (incl. Tree and Brush) | | | |
| | HVAC | | | |
| | Lighting | | | |
| | Locksmith | | | |
| | Machinery | | | |
| | Masonry | | | |
| | Painting/Powder Coating | | | |
| | Parks/Playground/Recreation | | | |
| | Pavement/Walkways | | | |
| | Pest Control | | | |
| | Plumbing | | | |
| | Power Washing | | | |
| | Renovation/General Construction | | | |
| | Roofing | | | |
| | Sanitation | | | |
| | Welding | | | |
| | Wrecker/Towing | | | |



DISCOUNT, SHIPPING and ORDER INFORMATION

| |
|--|
| VENDOR NAME: |
| The space below should be used to provide additional category description or details, shipping information and discount/offer. |
| |
| |
| |

| DISCOUNT INFORMATION | |
|----------------------|---------|
| % | Detail: |
| OTHER: | |

| SHIPPING INFORMATION | | | |
|---|-----|----|----------------------|
| (Amount to be charged for shipping and/or handling for all proposed categories) | | | |
| % of total order: | % | OR | \$ Flat Rate Charge: |
| Free Shipping Applies to all orders: | Yes | OR | No |
| Free Shipping Applies to Orders over: | \$ | | |

| SKILLED LABOR AND MAINTENANCE – LABOR RATES | | |
|---|----|----------------|
| Skilled Labor: | \$ | /hr. |
| Manual/Helper/Unskilled Labor: | \$ | /hr. |
| Total % of markup for materials to RISD | | % |
| Other charges not included in #1 and #2: | \$ | Explain below: |
| | | |
| | | |
| | | |

| |
|--|
| 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. |
| |
| |
| |



SECTION III:
LOCAL, RETAIL AND RESTAURANT VENDORS

In addition to the other vendor vendors, please provide:

Last two Health Inspection Reports

Copy of the permit from the local Health Dept.

Copy of Food Handling Certificate



| | | | | | | | |
|--|--|--------|--------------|---------|-----|------|-----|
| VENDOR NAME: | | | | | | | |
| DELIVERY SERVICES | | | | | | | |
| Which of the following do you provide (check all that apply): | | | | | | | |
| Breakfast: | | Lunch: | | Dinner: | | | |
| Does your company provide on-line ordering: | | | Yes: | | No: | | |
| What is the average delivery time once order is placed: | | | | | | | |
| Is there a minimum order for delivery: | | | Yes, Amount: | \$ | | No: | |
| Can you deliver to all RISD campus/facilities: | | | Yes: | | No: | | |
| Is there a delivery fee: | | | Yes, Amount: | \$ | | No: | |
| How much notice is required for delivery orders: | | | | | | | |
| Are disposable napkins, tableware, eating utensils and serving utensils provided: | | | | | | Yes: | No: |

| | | | | | | | |
|--|--|--------|--------------|---------|-----|--------|-----|
| ON SITE EVENT CATERING | | | | | | | |
| Which of the following do you provide (check all that apply): | | | | | | | |
| Breakfast: | | Lunch: | | Dinner: | | | |
| Is there a minimum order for delivery: | | | Yes, Amount: | \$ | | No: | |
| How much notice is required for catering an event: | | | | | | | |
| Are there charges for delivery or set-up | | | Yes, Amount: | \$ | | No: | |
| Is the full menu available for events: | | | Yes: | | No: | | |
| What is the ratio of attendants/servers to guests: | | | Servers | : | | Guests | |
| Are disposable napkins, tableware, eating utensils and serving utensils provided: | | | | | | Yes: | No: |

| | | | | | | | |
|--|--|--------|------------------------|---------|-----|-----|--|
| RESTAURANT/DINE-IN EVENTS | | | | | | | |
| Which of the following do you provide (check all that apply): | | | | | | | |
| Breakfast: | | Lunch: | | Dinner: | | | |
| Do you have a separate room on-site for events: | | | Yes, Will Accommodate: | # | | No: | |
| Is the full menu available for events: | | | Yes: | | No: | | |



VENDOR NAME:

GROCERY/RETAIL

How are transactions processed at the store level? What should the District be prepared to present to the cashier to complete a transaction?

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

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What types of good are available:

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| |

List any other services the store is willing to provide:

| |
|--|
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| |
| |



| | |
|--|--|
| VENDOR NAME: | |
| GENERAL INFORMATION | |
| What are the days and hours of operation: | |
| What system is in place to expedite orders (i.e. internet access, telephone, fax ordering): | |
| | |
| | |
| | |
| If you haven't already, please confirm vendor accepts Rockwall ISD's tax exemption status and purchase order. If purchase orders are not accepted, please provide detail as to what type of payment is accepted. Also, provide the payment transaction process. | |
| | |
| | |
| | |
| Provide company contact name, phone number and email address: | |
| | |
| | |
| | |
| | |
| Provide a list (or attach listing) of all participating restaurant/franchise locations with address and contact information: | |
| | |
| | |
| | |
| Provide any other pertinent information or processes that you feel | |
| | |
| | |
| | |



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: | |
| If payment via VISA credit card is accepted, please provide Name, Phone Number and Email for Accounts Receivable contact. Also, please indicate if there is a maximum dollar amount for what you will accept via credit card: | |
| Contact Information: | Maximum Allowance: |

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 / EPCNT / Houston Galveston Area Council
 NCPA / Omnia / PACE / TASB Buy Board / TIPS-USA



REFERENCE SHEET

| | |
|-----------------------|--|
| Reference 1 | |
| School District Name: | |
| Contact Name: | |
| Address: | |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |
| Reference 2 | |
| School District Name: | |
| Contact Name: | |
| Address: | |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |
| Reference 3 | |
| School District Name: | |
| Contact Name: | |
| Address: | |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |



VENDOR CERTIFICATIONS

RESIDENT BIDDER

Governmental contract

A contract awarded by a governmental entity for general construction, an improvement, a service or a public works project, or for a purchase of supplies, materials or equipment. (Texas Government Code Section 2252.001(1))

Governmental entity

- The state.
- A board, commission, department, office or other agency in the executive branch of state government, including an institution of higher education as defined by Texas Education Code Section 61.003.
- The Legislature or a legislative agency.
- The Supreme Court, the Court of Criminal Appeals, a court of appeals, the State Bar of Texas or another judicial agency having statewide jurisdiction. (Texas Government Code Section 2252.001(2))

Nonresident bidder

A person whose principal place of business is not in Texas. (Texas Government Code Section 2252.001(3))

Resident bidder

A person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. (Texas Government Code Section 2252.001(4))

Check only one: Resident Bidder Non-Resident Bidder of Texas

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code 44.034. State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

- Publicly-Held Corporation (Notice Not Required)
 Firm is NOT owned or operated by convicted felon
 Firm IS owned or operated by convicted felon

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.

- Packet DOES contain confidential information, as marked
 Packet DOES NOT contain confidential information



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.

Does vendor agree: Yes No

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.

Does vendor agree: Yes No

DEBARMENT OR SUSPENSION CERTIFICATION

This firm 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.)*

Does vendor affirm non-debarment/suspension: Yes No

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.

Does vendor affirm: Yes No



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.

Response is in full compliance: _____ Yes _____ No (Deviations must be detailed on a separate page)

CONTRACTOR CERTIFICATION

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: 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.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

_____ None of the Contractor's employees are covered employees, as defined above.

_____ Some or all of Contractor's employees are covered employees. If this box is selected, I further certify that:

_____ Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

_____ If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

_____ Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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.

Does vendor affirm: _____ Yes _____ No



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.

Does vendor claim: Yes No

CERTIFICATION OF HB 89, SECTION 2270.002 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.

Does vendor affirm: Yes No

CERTIFICATION OF SB 252, 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.

Does vendor affirm: Yes No

CERTIFICATION OF SB 13, SECTION 2274 TEXAS GOVERNMENT CODE

This section applies to contracts 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 government entity. A governmental entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and *(2) will not boycott energy companies during the term of the contract.

Does vendor affirm: Yes No

CERTIFICATION OF SB 19, 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 direction 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.

Does vendor affirm: Yes No



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 Attn.:
Purchasing Department
1050 Williams Street
Rockwall, Texas 75087

The Local Government Officers of the Rockwall Independent School District are:

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

Does vendor claim a conflict of interest: _____ No _____ Yes

If yes, please provide CIQ form (available for download from the Texas Ethics Commission website).

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. A blanket copy is provided.

Vendor will provide: _____ No _____ Yes





**ROCKWALL INDEPENDENT SCHOOL DISTRICT PROPOSER/VENDOR CERTIFICATION FORMS
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL
AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by Rockwall ISD for any contract resulting from this procurement process. The Rockwall ISD is the sub-grantee or sub-recipient by definition. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (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.**

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor



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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient 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 sub-recipient 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.*

Does vendor agree? YES _____ Initials of Authorized Representative of vendor



- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—** Contracts and sub-grants 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

- (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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor



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

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 § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF 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 that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

