Rockwall Independent School District
RFCSP 2627.10-001
Dedicated Internet Access Services for
Primary and Secondary Internet Services

TIMELINE:

October 23, 2026.....	1st Advertisement / Issue Date
November 11, 2026.....	Last Day to submit questions – 10:00 A.M. (CST)
November 13, 2026.....	Addendum Posted to Address Questions
November 30, 2026.....	Deadline for submittals – 2:00 P.M. (CST)
December 14, 2026.....	Recommendation to RISD Board of Trustees

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

CONTACT:

During Procurement:

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

During Project:

Rockwall ISD Technology Department
Luann Hughes
Executive Director of Technology
972-771-0605
luann.hughes@rockwallisd.org

DELIVER SEALED RESPONSES TO:

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

NOTICE

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

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

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

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

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

Jana Hunter
Jana Hunter, MBA, RTSBA
Director of Purchasing

October 23, 2026
Release Date

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DISTRICT OVERVIEW

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

The District currently has 26 campuses comprised of 16 elementary schools, 4 middle schools, 2 high schools, 2 9th Grade Centers, a College and Career Academy and an alternative school. The District currently serves more than 19,00 students and 2000+ 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

CODE OF CONDUCT

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

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

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

AUTHORITY

The Board of Trustees has delegated to the superintendent the authority to make budgeted purchases for goods and services. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document

or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents may be made by the Director of Purchasing. Modifications to contracts/agreements will be made by the Director of Purchasing in accordance with the RISD Board of Trustee guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement. The functional administrator for this contract is Luann Hughes, Executive Director of Technology.

CONTACT

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

VENDOR QUESTIONS

Any explanation desired or questions by a vendor regarding the meaning or interpretation of these instructions or any other documents included in this solicitation must be requested in writing to RISD, Director of Purchasing, 1050 Williams Street, Rockwall, TX 75087 (jana.hunter@rockwallisd.org) with sufficient time allowed for a reply to reach vendors before the submission of their offers. The email subject line for questions should read: "Questions" followed by the solicitation number and title. The deadline for questions regarding this solicitation is November 11, 2026.

ADDENDA

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

PRE-BID MEETING

Any scheduled pre-bid meeting, will be noted on the cover page of this document. In the event a pre-bid meeting is held, attendance is highly recommended to all potential responders. The purpose of this meeting will be to answer any questions regarding the proposal specifications. Proposers are reminded, however, that verbal responses are not binding – only questions answered by formal written agenda will be binding and will be made part of the proposal documents. Proposers must satisfy themselves, upon examination of these specifications in the pre-bid conference, as to the intent of the specifications. After

submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for proposal will be entertained from either party.

SUBMISSION

The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/respondent. In submitting a response to this solicitation, respondent understands and agrees to be bound by the terms and conditions, provided in this document, which shall be incorporated into any future contracts, agreements, or purchase orders relating to any resulting agreement between the vendor and Rockwall ISD. Submissions to this request are due by: November 30, 2026 – 2:00 P.M. (CST)

Responses must be plainly marked on the outside with the vendor's name and address and the solicitation number. A shipping label has been provided in this packet and its use is highly encouraged. Respondents are instructed to submit (1) one original hard copy (marked ORIGINAL) and (1) one additional hard copy.

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

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

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

EXCEPTIONS/MODIFICATIONS/WITHDRAWAL

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

proposed by the District. The District reserves the right to reject a bid or proposal containing exceptions, additions, qualifications, or conditions. Any bid or proposal to the District by the vendor, or contract between the District and the vendor, can be modified or withdrawn only by written agreement between Rockwall ISD and the vendor.

BID OPENING

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

DISQUALIFICATION

Any bid or proposal that does not contain all required contents required by District may be disqualified. Vendor is strongly encouraged to carefully review its bid or proposal documents prior to submitting their response to ensure all requirements are met. Failure to provide the information requested, in its entirety, may be grounds for disqualification of the bid or proposal. Bidders or proposers may also be disqualified and their bids or proposals not considered, among other reasons, for any of the following specific reasons:

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

RISD expressly reserves the right to:

a. Reject any or all proposals
b. Consider a response irregular if it shows any omissions, alterations of form, additions, or conditions not called for; failure to return all forms and copies; or irregularities of any kind.
c. Waive any minor informality or deficiency in a bid or proposal if it is determined to be in the best interest of RISD

d. Award to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Respondent chooses to propose "All or None" or is not agreeable to multiple or split awards, it must be noted as a deviation and included with the response.
e. Reissue a request
f. Consider and accept an alternate proposal as provided herein when most advantageous to RISD, including the utilization of other District contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.
g. Cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
h. Procure any item or services by other means to meet time-sensitive requirements
i. As part of the evaluation process, seek additional information from bidders or proposers, interview bidders or proposers, and negotiate the terms of a proposal as allowed by Texas law.
j. Negotiate price/delivery for service(s)/products(s) identified by this request. The District reserves the right to reject any and all bids that comply with the specifications or to accept a higher bid that complies, when, in judgment of the District, such proposal offers additional value or function, which justifies the difference in price.
k. Make an award without discussion with any proposer.
l. Be the sole judge of acceptable proposal responses.
m. Cancel part or this entire contract at any time during the term without cause. Notification will be submitted in writing no less than thirty (30) days prior to the effective date. Upon receipt of such notice from the District, vendor shall not thereafter incur, and RISD shall have no liability for, any costs under this solicitation that are not necessary for actual performance of the request between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, RISD shall have no liability to vendor for lost or anticipated profit resulting there from.
n. Terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which RISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. RISD may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

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

EVALUATION

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

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

The solicitation process seeks to find the best overall solution to Rockwall ISD. While it is the intent of the school district to obtain the best quality products and/or services at the lowest prices possible, cost is not the only factor in making the determination of best value. Award shall be made to the qualified respondent(s) whose response is most advantageous to Rockwall ISD. In determining to whom to award a contract and per the Texas Education Code 44.031 (b), the district considers (at a minimum) the following criteria. At the discretion of the district and in evaluation of this solicitation, point values are indicated where applicable.

TEC	Criteria	Description	Weight
(1)	Purchase Price		40
(2)	The reputation of the vendor and of the vendor's goods or services	*The respondent's demonstrated knowledge, competence and experience with similar type services for districts and/or public entities.*	10
(3)	The quality of the vendor's goods or services	*Including but not limited to qualifications and experience of the respondent and team members providing services associated with this solicitation*	15
(4)	The extent to which the goods or services meet the District's needs		15
(5)	The vendor's past relationship with the District	*The respondent's past relationship with the District and quality of references from past or current customers in education.*	10
(6)	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses		
(7)	The long-term cost to the District to acquire the vendor's goods or services	Any proposed price increase beyond the first year, if applicable	10
(8)	For a contract for good and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority		

	owner: - Has its principal place of business in this state; or employs at least 500 persons in this state	
(9)	Any other relevant factor specifically listed in the request for bid or proposals, including compliance with the basic requirements and forms provided in this document	
	In awarding a contract by competitive sealed bid under this section, a school district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Section 271.9051, Local Government Code. This subsection does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.	
	As provided by Texas Education Code 44.043 (“Right to Work”), Rockwall ISD will not consider whether the vendor is a member of, or has any other relationship, with any organization, and the specifications are not intended to, and do not, deny or diminish the right of a person to work because of the person’s membership or other relationship status with respect to any organizations.	

LOBBYING

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

AWARD

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

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

TERM

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

and conditions of the bid or proposal and consistent with Texas law. After the initial contract term, the District reserves the right to extend the contract as indicated in this request.

PRICING

All prices proposed by the vendor, and accepted by the District, shall remain in effect throughout the term of the bid proposal, award, contract, or purchaser order, and cannot be increased during that term without written agreement between the vendor and the Rockwall ISD Board of Trustees or its designee. Rockwall ISD reserves the right to show a preference to any bid or proposal that provides a standard discount percentage for goods or services, or a discount for early payment of any bill to the vendor for its goods or services.

BILLING AND PAYMENTS

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

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

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

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

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

GOODS

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

Strict conformance with the standards, specifications, and requirements of the bid or proposal is required by Rockwall ISD. Unless otherwise stated in the specifications, all supplies and components to be provided shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the term of an awarded agreement the vendor believes the furnishings of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

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

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

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

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

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

The terms of the agreement are “no arrival, no sale”. The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods/services at the point or points of delivery. The District shall have the right to inspect the goods at delivery before accepting them.
The vendor shall be responsible for replacing or correcting any defective product or service supplied to the District in response to the Solicitation at no cost to Rockwall ISD.

DELIVERY

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

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

NOTICE OF DELAYS

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

for an extension of the delivery or performance schedule because of such delay.

SAFETY DATA SHEET (SDS)

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

WARRANTIES

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

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

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

The vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. The vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All equipment items awarded as a result of the bid will be covered by an all parts and labor warranty, including any/all transportation charges, for a minimum period of one (1) year.

CONTRACTORS

Persons providing services on a project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

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

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

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

TERMINATION

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

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

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

FORCE MAJEURE

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

CONFLICTS

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

Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.
Local Government Code Chapter 171

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The laws states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The business entity is responsible for first electronically filing

Form 1295 with the Ethics Commission. This filing process creates a certification of filing and a completed Form 1295 must be printed, signed by an authorized agent of the business entity and submitted to the school district.

GRATUITIES

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

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

FACILITIES

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

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

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

At the time of offer submission, the person or entity submitting an offer must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony. The District may

terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly held corporation.

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

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

- Any offense against a child
- Any sex offense
- Any crimes against persons involving weapons or violence
- Any felony offense involving controlled substances
- Any felony offense against property
- Any other offense the District believes might compromise the safety of students, staff, or property.

ASBESTOS

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

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

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

By entering into a contract, pursuant to Texas Government Code Ann. Chapter 552, Subchapter J, the vendor agrees to be bound by the following terms if the contract has a stated expenditure of at least

$1,000,000 for the purchase of goods or services by the District or if the contract results in the expenditure of at least $1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the Rockwall ISD. If the district receives a written request for public information related to this Contract that is in the possession or custody of the vendor and not in the possession or custody of the District, Rockwall ISD shall send, not later than the third business day after the date the District receives the written request, a written request to the vendor that vendor provide that information to the District.

The vendor must:

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

On completion of the contract, either:

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

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

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

If a vendor fails to provide the requested information to the District, Texas Government Code Ann. §552.373 requires the District to notify the vendor in writing of the failure and allow 10 business days to cure the violation. Rockwall ISD may terminate the contract if vendor fails to remedy the failure, the District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

INDEMNITY

Except as otherwise expressly provided or prohibited by law, respondent shall defend, indemnify, and hold RISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of respondent, its

agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

ANTI-TRUST

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

MEDIATION

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

LITIGATION

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

SPECIFICATIONS

Summary Request for Competitive Sealed Proposal (RFCSP)

This RFCSP is to provide interested vendors with uniform information concerning the Rockwall Independent School District requirements for the purchase and installation of primary and secondary Internet Access Services. Rockwall Independent School District is seeking a complete turnkey solution that covers from equipment acquisition to complete installation. Responders may respond to either the primary and secondary Dedicated Internet Services or to both. The Pricing Schedule and Technical Compliance Matrix documents must be included in each response.

PRIMARY DEDICATED INTERNET SERVICES

Section 1: Scope of Service Minimum Specifications

Service: Dedicated Internet access including Internet port and all transport required from the District demarcation at 901 Yellow Jacket Lane, Rockwall, Texas to the provider Internet backbone.

Capacity: 20 Gbps symmetrical committed information rate with no oversubscription of the contracted customer access capacity.

Physical Interfaces: Two physically separate 10 Gigabit Ethernet handoffs operating together as the 20 Gbps service. State interface type, optics, connector, aggregation method, and customer equipment requirements in your response.

Provider Class: Tier 1 Internet provider with its own global backbone and settlement-free peering. Vendor must identify its ASN and explain how it satisfies this requirement.

IPv4: Provider-assigned, publicly routable IPv4 /25 block included in the recurring service price. Identify any one-time, recurring, justification, or routing requirements.

IPv6: Native IPv6 connectivity and an appropriately sized provider-assigned IPv6 prefix; state prefix and pricing.

Routing: Support District BGP routing, District ASN if used, and provider-assigned addressing. Describe default-route and full/partial-table options in your response.

Data Use: Unlimited Internet data transfer without usage caps or overage charges.

Support: 24x7x365 monitoring, staffed enterprise support, escalation, and customer portal or electronic utilization reporting.

Section 2: Route Diversity and Physical Construction

The primary connection at Network Operations Center is intended to operate independently from the secondary connection. Physical route diversity is a material requirement and will be evaluated from the building entrance through the provider backbone and peering architecture.

- The fiber paths for the primary and secondary DIA services must be completely diverse as they leave the NOC. They may not share the same entrance conduit, building entrance facility, handhole, pole line, lateral, or immediately adjacent outside-plant route.
- The proposed primary and secondary Internet services must not share a single point of failure in last-mile or middle-mile facilities. Vendor must disclose every shared facility, carrier, conduit, handhole,

bridge crossing, central office, regeneration site, optical shelf, aggregation router, power source, or other common dependency.

- Each fiber span may contain no more than one physical interruption. For this response, a physical interruption includes a splice, patch, cross-connect, carrier handoff, or other passive or active break in the continuous path. The vendor must list the count and type for every span. The District's current path contains zero physical interruptions. A proposal exceeding the stated maximum is noncompliant unless the District accepts a clearly identified exception.
- Provide route maps at a scale sufficient to verify street-level diversity. Mark the District entrance, provider point of presence, all handholes or splice points, carrier handoffs, central offices, regeneration or amplification sites, and shared-risk segments. Maps may be submitted as confidential to the extent permitted by law, but a conclusory statement of diversity is insufficient.
- If any portion is supplied by a third-party carrier, identify the carrier, demarcations, and facilities used. The prime contractor remains fully responsible for SLA performance and restoration.
- Before award and again before acceptance, the apparent successful vendor must participate in a route-review meeting and certify the as-built route. Any post-award route change requires advance written notice and District approval when it could reduce diversity or introduce a shared point of failure.

Section 3: Technical and Performance Requirements

Availability: Commit to at least 99.99% monthly availability and state measurement method, exclusions, service credits, and claim process.

Latency and Packet Performance: State round-trip latency, packet-loss, and jitter objectives, measurement points, reporting interval, and credits.

Response and Restoration: Target 15-minute response; target restoration within 4 hours for electronics failure and 6 hours for fiber facilities failure. State commitments and credits.

Maintenance: At least 7 days' notice for planned service-impacting maintenance and 48 hours for non-impacting maintenance when practicable. Identify maintenance window and emergency notice process.

Ethernet: Full-duplex IEEE 802.3 Ethernet. Support standard frames and disclose maximum supported MTU and any configuration needed for jumbo frames.

DDoS: Describe included and optional DDoS detection and mitigation, capacity, activation method, response time, reporting, exclusions, and separate price.

Demarcation: Identify exact demarcation, network interface device, rack space, power, grounding, optics, and District responsibilities.

Installation: Include all design, permits, make-ready, trenching, conduit, fiber, splicing, equipment, testing, and activation needed for a complete service.

Acceptance: Provide RFC 2544 or equivalent throughput, frame-loss, latency, and failover test results. Billing begins only after written District acceptance and no earlier than July 1, 2027.

Section 4: Service Term and Scalability

Base Proposal: is a 36-month initial term from July 1, 2027 through June 30, 2030, with two optional one-year renewals exercisable solely by the District. Also provide, as a separately identified alternative, a 60-

month structure the vendor offers. The District may select the term that provides the best value and complies with its authority and procurement requirements.

Price: provide the required 20 Gbps service and optional scalable tiers of 30, 40, 50, and 100 Gbps. Upgrade pricing must be incorporated into the resulting contract or a simultaneously executed attachment and must permit the District to order a listed tier without a new procurement, subject to E-Rate rules and funding. State lead time, interface changes, and whether construction is required for each tier.

Section 5: E-Rate Requirements

- Vendor must hold an active USAC Service Provider Identification Number and comply with all Schools and Libraries Program requirements throughout the contract.
- E-Rate eligible services and any ineligible or optional components must be separately identified and priced. Bundled ineligible charges may not be hidden in the eligible recurring rate.
- Price of E-Rate eligible products and services will be the primary factor in vendor selection and will receive more weight than any other single factor.
- Vendor must provide the Lowest Corresponding Price, cooperate with Program Integrity Assurance review and audits, and retain required records for the applicable E-Rate retention period.
- The District may elect SPI invoicing. If requested, vendor must timely submit accurate FCC Form 474 invoices and bill the District only for its non-discount share plus properly identified ineligible charges. Vendor must also support BEAR invoicing if selected by the District.
- The District may cancel or reduce services without penalty if E-Rate funding is denied, reduced, delayed, rescinded, or otherwise unavailable, or if local funds are not appropriated. No service may begin before the E-Rate service start date authorized by the District.
- Any contract modification must comply with FCC competitive bidding rules and applicable state and local procurement requirements.

Section 6: Proposal Content

- Executive summary and clear statement of compliance, exceptions, and assumptions.
- Completed Technical Compliance Matrix and Pricing Schedule for the Primary DIA.
- Provider legal name, SPIN, FCC Registration Number, ASN, headquarters, account team, escalation contacts, and subcontractors or underlying carriers.
- Detailed logical diagram and route maps required by Section 2.
- Installation plan, permitting dependencies, milestones, test plan, and committed ready-for-service date.
- Submit an SLA and sample contract, including all incorporated tariffs, acceptable-use terms, service guides, and order forms.
- At least three comparable K-12 or public-sector references for 20 Gbps or greater dedicated Internet service.
- All one-time and recurring charges, taxes, surcharges, construction, special construction, optional services, and early termination amounts.

- A vendor taking exception to a requirement must identify the section, quote the requirement, explain the exception, and describe the proposed alternative. Silence is deemed acceptance, but does not cure a material omission.

Section 7: Evaluation and Award

The District may award this solicitation separately or in coordination with the secondary DIA solicitation to obtain the best-value resilient design. The District may reject proposals that fail mandatory capacity, Tier 1, handoff, addressing, route-diversity, interruption-count, E-Rate, or submission requirements.

Please see Standard Terms and Conditions section for evaluation criteria.

Section 8: Contract Conditions

- Firm pricing: Prices must remain firm for the applicable term except documented reductions. No undisclosed tariff, access, construction, pass-through, or inflation charge will be accepted.
- No automatic renewal: Renewal requires affirmative written exercise by the District.
- Funding and termination: The District retains funding-out and E-Rate contingency rights stated in Section 5.
- Assignment and route change: No assignment, underlying-carrier substitution, or material route change without prior written District consent.
- Order of precedence: The issued solicitation and addenda control over conflicting vendor terms unless the District expressly accepts the variance in the signed contract.
- Public information: Proposals are subject to the Texas Public Information Act. Vendors must conspicuously mark claimed confidential material and provide the legal basis; the District cannot guarantee nondisclosure.

SECONDARY DEDICATED INTERNET SERVICES

Section 1: Scope of Service Minimum Specifications

Service: Dedicated Internet access including Internet port and all transport required from the District demarcation at 901 Yellow Jacket Lane, Rockwall, Texas to the provider Internet backbone.

Capacity: 20 Gbps symmetrical committed information rate with no oversubscription of the contracted customer access capacity.

Physical Interfaces: Two physically separate 10 Gigabit Ethernet handoffs operating together as the 20 Gbps service. State interface type, optics, connector, aggregation method, and customer equipment requirements in your response.

Provider Class: Tier 1 Internet provider with its own global backbone and settlement-free peering. Vendor must identify its ASN and explain how it satisfies this requirement.

IPv4: Provider-assigned, publicly routable IPv4 /25 block included in the recurring service price. Identify any one-time, recurring, justification, or routing requirements.

IPv6: Native IPv6 connectivity and an appropriately sized provider-assigned IPv6 prefix; state prefix and pricing.

Routing: Support District BGP routing, District ASN if used, and provider-assigned addressing. Describe default-route and full/partial-table options in your response.

Data Use: Unlimited Internet data transfer without usage caps or overage charges.

Support: 24x7x365 monitoring, staffed enterprise support, escalation, and customer portal or electronic utilization reporting.

Section 2: Route Diversity and Physical Construction

The secondary connection at Network Operations Center is intended to operate independently from the primary connection. Physical route diversity is a material requirement and will be evaluated from the building entrance through the provider backbone and peering architecture.

- The fiber paths for the primary and secondary DIA services must be completely diverse as they leave the NOC. They may not share the same entrance conduit, building entrance facility, handhole, pole line, lateral, or immediately adjacent outside-plant route.
- The proposed primary and secondary Internet services must not share a single point of failure in last-mile or middle-mile facilities. Vendor must disclose every shared facility, carrier, conduit, handhole, bridge crossing, central office, regeneration site, optical shelf, aggregation router, power source, or other common dependency.
- Each fiber span may contain no more than one physical interruption. For this response, a physical interruption includes a splice, patch, cross-connect, carrier handoff, or other passive or active break in the continuous path. The vendor must list the count and type for every span. The District's current path contains one physical interruption. A proposal exceeding the stated maximum is noncompliant unless the District accepts a clearly identified exception.
- Provide route maps at a scale sufficient to verify street-level diversity. Mark the District entrance, provider point of presence, all handholes or splice points, carrier handoffs, central offices, regeneration or

amplification sites, and shared-risk segments. Maps may be submitted as confidential to the extent permitted by law, but a conclusory statement of diversity is insufficient.

- If any portion is supplied by a third-party carrier, identify the carrier, demarcations, and facilities used. The prime contractor remains fully responsible for SLA performance and restoration.
- Before award and again before acceptance, the apparent successful vendor must participate in a route-review meeting and certify the as-built route. Any post-award route change requires advance written notice and District approval when it could reduce diversity or introduce a shared point of failure.

Section 3: Technical and Performance Requirements

Availability: Commit to at least 99.99% monthly availability and state measurement method, exclusions, service credits, and claim process.

Latency and Packet Performance: State round-trip latency, packet-loss, and jitter objectives, measurement points, reporting interval, and credits.

Response and Restoration: Target 15-minute response; target restoration within 4 hours for electronics failure and 6 hours for fiber facilities failure. State commitments and credits.

Maintenance: At least 7 days' notice for planned service-impacting maintenance and 48 hours for non-impacting maintenance when practicable. Identify maintenance window and emergency notice process.

Ethernet: Full-duplex IEEE 802.3 Ethernet. Support standard frames and disclose maximum supported MTU and any configuration needed for jumbo frames.

DDoS: Describe included and optional DDoS detection and mitigation, capacity, activation method, response time, reporting, exclusions, and separate price.

Demarcation: Identify exact demarcation, network interface device, rack space, power, grounding, optics, and District responsibilities.

Installation: Include all design, permits, make-ready, trenching, conduit, fiber, splicing, equipment, testing, and activation needed for a complete service.

Acceptance: Provide RFC 2544 or equivalent throughput, frame-loss, latency, and failover test results. Billing begins only after written District acceptance and no earlier than July 1, 2027.

Section 4: Service Term and Scalability

Base Proposal: is a 36-month initial term from July 1, 2027 through June 30, 2030, with two optional one-year renewals exercisable solely by the District. Also provide, as a separately identified alternative, a 60-month structure the vendor offers. The District may select the term that provides the best value and complies with its authority and procurement requirements.

Price: provide the required 20 Gbps service and optional scalable tiers of 30, 40, 50, and 100 Gbps. Upgrade pricing must be incorporated into the resulting contract or a simultaneously executed attachment and must permit the District to order a listed tier without a new procurement, subject to E-Rate rules and funding. State lead time, interface changes, and whether construction is required for each tier.

Section 5: E-Rate Requirements

- Vendor must hold an active USAC Service Provider Identification Number and comply with all Schools and Libraries Program requirements throughout the contract.
- E-Rate eligible services and any ineligible or optional components must be separately identified and priced. Bundled ineligible charges may not be hidden in the eligible recurring rate.
- Price of E-Rate eligible products and services will be the primary factor in vendor selection and will receive more weight than any other single factor.
- Vendor must provide the Lowest Corresponding Price, cooperate with Program Integrity Assurance review and audits, and retain required records for the applicable E-Rate retention period.
- The District may elect SPI invoicing. If requested, vendor must timely submit accurate FCC Form 474 invoices and bill the District only for its non-discount share plus properly identified ineligible charges. Vendor must also support BEAR invoicing if selected by the District.
- The District may cancel or reduce services without penalty if E-Rate funding is denied, reduced, delayed, rescinded, or otherwise unavailable, or if local funds are not appropriated. No service may begin before the E-Rate service start date authorized by the District.
- Any contract modification must comply with FCC competitive bidding rules and applicable state and local procurement requirements.

Section 6: Proposal Content

- Executive summary and clear statement of compliance, exceptions, and assumptions.
- Completed Technical Compliance Matrix and Pricing Schedule for the Secondary DIA.
- Provider legal name, SPIN, FCC Registration Number, ASN, headquarters, account team, escalation contacts, and subcontractors or underlying carriers.
- Detailed logical diagram and route maps required by Section 2.
- Installation plan, permitting dependencies, milestones, test plan, and committed ready-for-service date.
- Submit an SLA and sample contract, including all incorporated tariffs, acceptable-use terms, service guides, and order forms.
- At least three comparable K-12 or public-sector references for 20 Gbps or greater dedicated Internet service.
- All one-time and recurring charges, taxes, surcharges, construction, special construction, optional services, and early termination amounts.
- A vendor taking exception to a requirement must identify the section, quote the requirement, explain the exception, and describe the proposed alternative. Silence is deemed acceptance, but does not cure a material omission.

Section 7: Evaluation and Award

The District may award this solicitation separately or in coordination with the primary DIA solicitation to obtain the best-value resilient design. The District may reject proposals that fail mandatory capacity, Tier 1, handoff, addressing, route-diversity, interruption-count, E-Rate, or submission requirements.

Please see Standard Terms and Conditions section for evaluation criteria.

Section 8: Contract Conditions

- Firm pricing: Prices must remain firm for the applicable term except documented reductions. No undisclosed tariff, access, construction, pass-through, or inflation charge will be accepted.
- No automatic renewal: Renewal requires affirmative written exercise by the District.
- Funding and termination: The District retains funding-out and E-Rate contingency rights stated in Section 5.
- Assignment and route change: No assignment, underlying-carrier substitution, or material route change without prior written District consent.
- Order of precedence: The issued solicitation and addenda control over conflicting vendor terms unless the District expressly accepts the variance in the signed contract.
- Public information: Proposals are subject to the Texas Public Information Act. Vendors must conspicuously mark claimed confidential material and provide the legal basis; the District cannot guarantee nondisclosure.

SHIPPING LABEL

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

FROM: _____

_____

_____

Package _____ of _____

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

CONTENTS: BID RESPONSE
BID NUMBER: RFCSP 2627.10-001
BID TITLE: Dedicated Internet Access Services for Primary and Secondary Internet Services
BID DUE DATE: November 30, 2026
TIME DUE: 2:00 P.M.(CST)

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

FROM: _____

_____

_____

Package _____ of _____

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

CONTENTS: BID RESPONSE
BID NUMBER: RFCSP 2627.10-001
BID TITLE: Dedicated Internet Access Services for Primary and Secondary Internet Services
BID DUE DATE: November 30, 2026
TIME DUE: 2:00 P.M. (CST)

OFFER FORM
RFCSP 2627.10-001
Dedicated Internet Access Service for
Primary and Secondary Internet Services

This form should serve as the cover to all responses; failure to sign may result in disqualification.
The undersigned hereby acknowledges the following:

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

- Receipt of Addenda, or lack thereof:
  None: _____ (initial)
  # 1: _____ (initial)
  # 2: _____ (initial)
  # 3: _____ (initial)
  # 4: _____ (initial)

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

VENDOR DATA

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

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

FOR BID NOTIFICATIONS	
Contact Email:	

COOPERATIVE AGREEMENTS

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

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

Contract Number(s):

REFERENCE SHEET
DO NOT LEAVE BLANK

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

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

RESPONDENT'S PROPOSAL

Primary DIA Technical Compliance Matrix

No.	Requirement	Yes/ No	Explanation or Reference
1	One dedicated 20 Gbps symmetrical CIR service		
2	Two separate physical 10 GbE handoffs for the site		
3	Tier 1 provider; ASN and qualification supplied		
4	Provider-assigned public IPv4 /25 included		
5	Native IPv6 service		
6	BGP support		
7	Completely diverse NOC exit paths		
8	No shared last- or middle-mile single point of failure		
9	No more than one physical interruption per fiber span		
10	Detailed route maps and interruption inventory		
11	24x7x365 monitoring and enterprise support		
12	99.99% or better monthly availability SLA		
13	Unlimited data without usage or overage charges		
14	Scalable pricing through 100 Gbps		
15	Service ready and accepted by July 1, 2027		
16	Active SPIN and E-Rate invoicing support		

Primary Direct Internet Access Pricing Schedule

Enter all amounts. Use “Included” only when the charge is incorporated into the corresponding recurring price and “$0” only when there is no charge. Attach additional detail if needed.

Line	Service or Charge	Non-Recurring Charge	Monthly Recurring Charge
1	20 Gbps dedicated Internet access with two 10 GbE handoffs and IPv4 /25		
2	Required transport to provider backbone, if separately priced		
3	Installation and standard construction		
4	Special or nonstandard construction, itemized		
5	DDoS detection and mitigation option		
6	Other mandatory charge; identify		

Bandwidth Tier	Monthly Recurring Charge	Upgrade Non-Recurring Charge	Lead Time
30 Gbps			
40 Gbps			
50 Gbps			
100 Gbps			

Pricing Summary	Amount
36-month total cost, all mandatory charges	
First optional renewal year total	
Second optional renewal year total	
60-month evaluated total, if offered	
E-Rate ineligible portion, itemized (attach additional detail as needed)	
Taxes and regulatory surcharges, itemized or stated basis	

Secondary DIA Technical Compliance Matrix

No.	Requirement	Yes/ No	Explanation or Reference
1	One dedicated 20 Gbps symmetrical CIR service		
2	Two separate physical 10 GbE handoffs for the site		
3	Tier 1 provider; ASN and qualification supplied		
4	Provider-assigned public IPv4 /25 included		
5	Native IPv6 service		
6	BGP support		
7	Completely diverse NOC exit paths		
8	No shared last- or middle-mile single point of failure		
9	No more than one physical interruption per fiber span		
10	Detailed route maps and interruption inventory		
11	24x7x365 monitoring and enterprise support		
12	99.99% or better monthly availability SLA		
13	Unlimited data without usage or overage charges		
14	Scalable pricing through 100 Gbps		
15	Service ready and accepted by July 1, 2027		
16	Active SPIN and E-Rate invoicing support		

Secondary Direct Internet Access Pricing Schedule

Enter all amounts. Use “Included” only when the charge is incorporated into the corresponding recurring price and “$0” only when there is no charge. Attach additional detail if needed.

Line	Service or Charge	Non-Recurring Charge	Monthly Recurring Charge
1	20 Gbps dedicated Internet access with two 10 GbE handoffs and IPv4 /25		
2	Required transport to provider backbone, if separately priced		
3	Installation and standard construction		
4	Special or nonstandard construction, itemized		
5	DDoS detection and mitigation option		
6	Other mandatory charge; identify		

Bandwidth Tier	Monthly Recurring Charge	Upgrade Non-Recurring Charge	Lead Time
30 Gbps			
40 Gbps			
50 Gbps			
100 Gbps			

Pricing Summary	Amount
36-month total cost, all mandatory charges	
First optional renewal year total	
Second optional renewal year total	
60-month evaluated total, if offered	
E-Rate ineligible portion, itemized (attach additional detail as needed)	
Taxes and regulatory surcharges, itemized or stated basis	

These provisions relate to current mandates by federal, state or local governance. It is the vendor's responsibility to read this section carefully and in its entirety. There may be sections that do not apply to every vendor type but every vendor should review the information and ensure they understand and are willing to comply with the law set forth.

(Texas Education Code 11.067) BOARD MEMBER INTEREST

(b) A vendor that bids on or receives a contract from a school district or an open-enrollment charter school commits an offense if any individual serving on the Board of Trustees or governing body of the district or school; (1) has a substantial interest in the vendor or a subcontractor hired by a vendor; 2) is related in the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who has a substantial interest in the vendor; or (3) has received or has been promised a gift of in-kind services with a value of more than $250.00. (c) An individual has a substantial interest in a vendor if the individual: (1) owns more than 10 percent of a voting interest in the vendor; or (2) has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, in more than 10 percent of the profits, proceeds, or capital gains of the vendor.

(Texas Education Code 22.0834) CONTRACTOR CERTIFICATION

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

(Texas Education Code 11.005) DIVERSITY, EQUITY AND INCLUSION DUTIES

(b) Except as required by state or federal law, a school district: (1) may not assign diversity, equity, and inclusion duties to any person; and (2) shall prohibit a district employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the district.

(Texas Education Code 22A) EMPLOYEE AND SERVICE PROVIDER MISCONDUCT

Section 22A.052 Misconduct Reporting: Vendor certifies that no employee or subcontractor of Vendor who has or will have direct contact with students has engaged in or will engage in, with a student or minor, misconduct described by TEC Chapter 22A, including abuse, an unlawful act, solicitation of a romantic relationship, sexual contact, inappropriate communications, or failure to maintain appropriate boundaries. If Vendor becomes aware of evidence of such misconduct by an employee or subcontractor, Vendor will immediately report it to a District official and will cooperate with any investigation by the District, TEA, SBEC, or law enforcement.

Section 22A.055 Pre-Service Affidavit: Each individual who will act as a service provider for the District must complete the TEA pre-employment or pre-service affidavit, including consent for release of employment records, before providing services. Completed affidavits may be submitted with this packet before services begin. The TEA form is available on the TEA website (Pre-Employment or Pre-Service Affidavit, TEC 22A.055). A person who fails to disclose required information commits a Class B misdemeanor, and the failure is grounds for exclusion from service and termination of vendor's agreement with the District.

Section 22A.151 Registry Certification: Vendor certifies that no person listed on the TEA registry of persons not eligible to be employed by or act as a service provider for an educational entity will act as a service provider for the District, and that vendor will not employ, contract, or subcontract any person listed on the registry to provide services to the District.

(Texas Education Code 44.034) FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

(a) A person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. Vendor is responsible for the performance of the persons, employees and/or sub-contractors. Vendor assigns to provide services for Rockwall ISD pursuant to this proposal on any and all Rockwall ISD campus or facilities. Vendor will not assign individuals to provide services at a Rockwall ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Rockwall ISD Purchasing Department. (c) This section does not apply to a publicly held corporation.

(Texas Education Code 552.374) TERMINATION OF CONTRACT FOR NONCOMPLIANCE

A governmental entity may terminate a contract described in Section 552.371 if: (1) the governmental body provides notice under section 552.373 to the entity that is party to the contract; (2) the contracting entity does not cure the violation in the period prescribed by Section 552.373; (3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with the requirements of this subchapter; and (4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(Texas Government Code 2273.003) ABORTION PROVIDER

A governmental entity may not enter into a taxpayer resource transaction with (1) an abortion provider or an affiliate of an abortion provider, or (2) an abortion assistance entity for the purpose of providing an abortion or abortion assistance. This subsection does not apply to a taxpayer resource transaction that is subject to a federal law in conflict with Subsection (a) as determined by the executive commissioner of the Health and Human Services Commission and confirmed in writing by the Attorney General.

(Texas Government Code 2276.002) BOYCOTT OF ENERGY COMPANIES

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

(Texas Government Code 2274.002) BOYCOTT OF FIREARM ENTITY OR FIREARM TRADE ASSOCIATION

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

(Texas Government Code 2271.002) BOYCOTT OF ISRAEL

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.

(Texas Government Code 2275.0102) CRITICAL INFRASTRUCTURE

A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company (1) if, under the contract of other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity know that the company is: (A) owned by or the majority of stock or other ownership interest of the company if held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

(Texas Government Code 2252.908) DISCLOSURE OF INTERSTED PARTIES

Subsection (b) states Form 1295 is required only for a contract that (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; (2) has a value of at least $1 million; or (3) is for services that would require a person to register as a lobbyist under Chapter 305. (c) Notwithstanding Subsection (b), this section does not apply to various entities including (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity.

(Texas Government Code 2252.152) IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATION PROHIBITION

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 or services to a foreign terrorist organization.

(Texas Government Code 2252.002) RESIDENT BIDDER

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

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

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

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.

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.

CONFLICT OF INTEREST

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) shall file a completed Conflict of Interest Questionnaire if the vendor has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the office, described by Section 176.003 (a) (2) (A); (2) has given a local governmental officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified in section 176.003 (a) (2) (B), excluding any gift described by Section 176.003 (a-1); or (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed Conflict of Interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of: (1) the date that the vendor (A) begins discussions or negotiations to enter into a contract with a local governmental entity; or (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with a local governmental entity; or (2) the date the vendor becomes aware: (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a); (B) that the vendor has given one or more gifts described by Subsection (a); or 9C) of a family relationship with a local government officer. Completed forms should be sent to Rockwall Independent School District Purchasing Department, 1050 Williams Street, Rockwall, Texas 75087. Forms are available from the Texas Ethics Commission website.

The Rockwall ISD website provides a list of local government officers, Superintendent and other Personnel.

EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee orapplicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupationalqualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination inemployment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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.

INTER-LOCAL AGREMEENTS WITH OTHER SCHOOL DISTRICTS

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

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

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

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.

TOXIC CONTROL COMPLIANCE

Vendor explicitly warrants that all goods supplied under any resulting agreement will comply with the Toxic Substances Control Act (TSCA) and all applicable local, state, and federal chemical safety regulations. The vendor shall provide up-to-date Safety Data Sheets (SDS) and full material ingredient disclosures upon demand.

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

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

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

(A) **Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate .** *Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, Rockwall ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

(B) **All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.** *Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, Rockwall ISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Rockwall ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Rockwall ISD believes, in its sole discretion that it is in the best interest of Rockwall ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Rockwall ISD as of the termination date if the contract is terminated for convenience of Rockwall ISD. Any award under this procurement process is not exclusive and Rockwall ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Rockwall ISD.*

(C) **Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."** *Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

(D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The**

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, the vendor certifies that during the term of an award for all contracts by Rockwall ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule.*

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). *Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, the vendor certifies that during the term of an award for all contracts by Rockwall ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule.*

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, the vendor certifies that during the term of an award for all contracts by Rockwall ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.*

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. *Pursuant to Federal Rule, when federal funds are expended by Rockwall ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Rockwall ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) *The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.*

(J) 2 CFR 200.323 Procurement of recovered materials. (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio-based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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

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

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

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

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

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

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

When federal funds are expended by Rockwall ISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY

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

COMPLIANCE WITH BUY AMERICA PROVISIONS

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

NON-COLLUSION STATEMENT

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

FAIR LABOR STANDARDS ACT – 2 CFR 200.318 (H)

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

WHISTLEBLOWER PROTECTIONS – 2 CFR 200.217

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

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

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

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

ACCESS TO RECORDS – 2 CFR 200.337

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

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

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