RICHARDSON INDEPENDENT SCHOOL DISTRICT

STANDARD TERMS AND CONDITIONS

The words "bids," "request for proposals," "quotes," "RFPs," solicitation," procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed quotes, and other procurement solicitations to which they are attached. The term "vendor" means each awarded vendor chosen by RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD).

These Standard Terms and Conditions are part of the final contract/agreement in each product and/or service contract/agreement and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

Contracts awarded pursuant to this RFP comply with the Education Department General Administrative Regulations (EDGAR), 2 C.F.R. § 200.318-326. It is the intent of RISD to comply with the most restrictive federal (EDGAR) or state rule or regulation, and RISD intends to conduct a cost or price analysis in connection with every procurement action using federal funds.

This Agreement is entered into between RISD and the Vendor having submitted a proposal in response to a procurement solicitation issued by RISD and whose proposal has been accepted and awarded by RISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **PROCUREMENT METHOD:** RISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(a)(3) Purchasing Contracts, Request for Proposals for services other than construction services.

2. **ESTIMATED QUANTITIES:** The good(s) and/or service(s) to be purchased under the awarded agreement, if any, may be of indefinite delivery and indefinite quantity (IDIQ). The services requested are common to district operations and prices will be used to determine best value. RISD makes no guarantee or commitment of any kind concerning quantities or services that will actually be purchased. RISD makes no guarantee or commitment of any kind regarding usage of any agreements resulting from this solicitation. Quantities specified are per building locations as listed in the proposal solicitation.

3. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by RISD to be the best value. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document. Copyrighted proposals are unacceptable and may be disqualified. RISD uses a "Market Basket" award method that 1.) analyzes the total/aggregate cost, 2.) analyzes by line-item totals, 3.) analyzes a representative sample of all products.

4. **RIGHTS RESERVED BY RISD AND RESTRICTIONS ON RFP PROCESS:**
    a. RISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
    b. Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
    c. Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
    d. RISD reserves the right to reject and/or disqualify any and all proposals, to award contracts for individual products and/or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of RISD.

e. Waive any formalities, technicalities, or other defects if deemed in the best interest of RISD; request clarification and/or correction of the Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
f. RISD also reserves the right to be the sole judge of quality and equality.
g. RISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contact, or to make no awards, rests solely with RISD. RISD may make multiple awards, and this fact should be taken into consideration by each proposer.
h. Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.

5. **FINANCIAL RESPONSIBILITY:** RISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFP.

6. **AGREEMENT TERMS:** The terms of this Agreement shall govern all procurements conducted hereunder. No pre-established terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing from RISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by RISD.

7. **ADDENDUM:** Any interpretations, corrections, additions or changes to this RFP will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by RISD.

8. **CLARIFICATIONS:** RISD may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change or modify its proposal in any way except to the extent of correction of the error. Discussion between RISD and Vendor can also take place after the initial receipt of proposals. RISD reserves the right to conduct discussions with all, some or none of the Vendors submitting proposals. RISD will not assist the Vendor in the completion, revision or modification of its proposal.

9. **ASSIGNMENT DELEGATION:** Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of RSID. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of RISD. Vendor is required to notify RISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

10. **PROHIBITION AGAINST CONTACT:** Vendors shall restrict all contact with RISD, and direct all questions regarding this RFP to the Point of Contact specified in this solicitation. **Do not contact members of the Board of Trustees, Superintendent of Schools, the Executive Director or other employees of the Richardson Independent School District representative. Contact with any of these prohibited individuals after issuance of the RFP and before execution of a contract, may result in disqualification of your Proposal**.

11. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the planning, advertising, selecting, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest, *see* 2 CFR § 200.318(c)(1). Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm consideration for a contract. Chapter 176 of the Texas Local Government Code requires any Vendor that does business with RISD to complete a Conflict of Interest Questionnaire (Form CIQ) in the following situations:
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 officer;

2. Has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than $100 in the 12-month period (excludes food);
3. Has a family relationship with a local government officer of that local governmental entity; or
4. The amount of a contract that is either executed or under consideration between the vendor and that local governmental entity exceeds $1 million.

The completed conflict of interest questionnaire must be filed with the RISD Purchasing Department 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 the 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 the local governmental entity; or
2. The date the vendor becomes aware of:
    a. An employment or other business relationship with a local government officer, or a family member of the officer;
    b. Giving one or more gifts, as defined above; or
    c. A family relationship with a local government officer.

The vendor filing the questionnaire must:

1. Describe each employment or business and family relationship the vendor has with each local government officer of the local governmental entity;
2. Identify each employment or business relationship with respect to which the local government officer receives, or is likely to receive, taxable income, other than investment income, from the vendor;
3. Identify each employment or business relationship with respect to which the vendor receives, or is likely to receive, taxable income, other than investment income, that:
    a. Is received from, or at the direction of, a local government officer of the local governmental entity; and
    b. Is not received from the local governmental entity; and
4. Describe each employment or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:
    a. Serves as an officer or director; or
    b. Holds an ownership interest of one percent or more.

If no conflict of interest exists, you must certify your response in the Bonfire program.

The RISD Purchasing Department shall:

1. Maintain a list of local government officers of the local governmental entity and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire; and
2. Maintain the statements and questionnaires that are required to be filed under this chapter in accordance with the local governmental entity's records retention schedule.

In addition, Chapter 176 of the Local Government Code requires a local government officer to file a Conflict of Interest Disclosure (Form CIS) with respect to a Vendor if:

1. The Vendor enters into a contract with the local government entity or the local governmental entity is considering entering into a contract with the vendor, AND
2. The Vendor has:
    a. An employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family receiving taxable income, other than investment income, that exceeds $2,500 during the 12-months preceding the date that the officer becomes aware that:
        i. A contract between the local governmental entity and Vendor has been executed; or
        ii. The local governmental entity is considering entering into a contract with the Vendor;
    b. Has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
        i. A contract between the local governmental entity and Vendor has been executed; or
        ii. The local governmental entity is considering entering into a contract with the Vendor; or
        iii. A family relationship with the local government official.
    c. RISD current Board of Trustees include: Chris Poteet, Rachel McGowan, Debbie Renteria, Regina Harris, Megan Timme, Eric Eager, Vanessa Pacheco, Tabitha Branum – Superintendent.

Failure to comply with Chapter 176 of the Local Government Code requirements is a:

1. Class C misdemeanor if the contract amount is less than $1 million;

2. Class B misdemeanor if the contract amount is at least $1 million but less than $5 million; or
3. Class A misdemeanor if the contract amount is at least $5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a violation of Chapter 176 of the Local Government Code has occurred.

12. NON-COLLUSION: By submitting an offer, Vendor affirms that the Contractor, including its officers, employees, or agents, has not prepared its submitted offer in collusion with any other bidder participation in this procurement solicitation and that the contents of their submittal have not been communicated by the proposer nor by any employee, officer or agent of the proposer to any other person engaged in this type business prior to the official submission deadline. The vendor, by submitting this proposal, certifies and represents to RISD that the Vendor has not offered, conferred or agreed to confer any pecuniary benefit, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this procurement solicitation; the Vendor also certifies and represents that Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this procurement solicitation; the Vendor certifies and represents that the Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the RISD concerning this bid on the basis of any consideration not authorized by law; the Vendor also certifies and represents that the Vendor has not received any information not available to other Vendors so as to give the undersigned a preferential advantage with respect to this bid; the Vendor further certifies and represents that Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that the Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of RISD in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Vendor certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the RISD in connection with information regarding this procurement solicitation, the submission of this RFP, the award of this RFP or the performance, delivery or sale pursuant to this RFP.

13. **DISQUALIFICATION:** A Vendor may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

14. **DEVIATIONS AND EXCEPTIONS:** All proposals must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the Deviations and Exceptions Form. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

15. **SPECIFICATIONS:** Specifications may be those developed by the RISD to represent items of regularly manufactured products or services.
    a. RISD specifications have been developed by the Buyer to show minimal standards as to the usage, materials, and contents based on their needs.
    b. Manufacturer's specifications, when used by the RISD, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered,
    c. If any conflict exists, the written specification will override any referenced brand.

    Compliance with all specifications and conditions is required. All proposals must include a detailed statement of exceptions taken to any part of the request.

16. **EQUIVALENT CLAUSE:** Whenever an article or material is defined in this solicitation by describing a proprietary product, or by using the name of a manufacturer, brand name or vendor, the term "or equal", if not inserted, shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

17. **SAMPLES:** Samples may be requested, and are to be delivered by the bidder to the attention of the Purchasing Department, 1123 S. Greenville Avenue, Richardson, Texas 75081, or other location designated by the Purchasing Department, for examination of such samples.

a. Notification of sample delivery must be sent to the Purchasing Department via email and provide estimated delivery date, delivery tracking information, if applicable, actual delivery date, and who signed to accept delivery.
b. Samples needed for a proposal to be evaluated properly must be delivered within ten (10) business days from the time the vendor is notified.
c. Each sample must be clearly marked to show the bidder's name, address, proposal title and proposal item number for which the sample is being proposed.
d. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

18. **RESPONSIVE PROPOSAL:** Proposals shall be deemed responsive if they comply with all material and administrative aspects of this procurement solicitation. Responsive proposals must include pricing for written specifications included in this proposal.

19. **RESPONSIBLE VENDOR:** A Vendor with adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the products and/or services herein, and have an adequate number of trained personnel to ensure quality and performance and completion of contract within the specified time period. Vendors having a history of inconsistent service and unreliability will not be considered by the RISD to be a responsible bidder.

20. **PENALTIES:** If Vendor is unable to provide the goods or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, RISD may take the following action(s):
    a. Insist that Vendor honor the quoted price(s) specified in the Vendor's proposal;
    b. Have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal, as determined by RISD;
    c. Have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
    d. Recommend that Vendor no longer be given the opportunity to submit a proposal to RISD and/or that this Agreement be terminated.

21. **RECORDS RETENTION:** Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to RISD under this Agreement. These records and accounts shall be retained by Vendor and made available for review and copying by RISD for a period of not less than five (5) years from the date of completion of the services, receipt of goods, or the date of the receipt by RISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit or compliance review has been announced, Vendor shall retain its records and accounts until such audit or compliance review has been completed. When federal funds are expended by RISD Vendor further certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333.

22. **RIGHT TO AUDIT:** RISD, any federal and/or state agency that has awarded federal and/or state funds/grant(s) to RISD, shall upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Agreement and inspect any project performed by Vendor relating to this Agreement. Records subject to audit shall include, but are not limited to, all Purchase Orders resulting from this Agreement and records which may have a bearing on matters in connection with Vendor's work for RISD and shall be open to inspection and subject to audit/review and/or reproduction by RISD or its/their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:
    a. Vendors compliance with this Agreement and the requirements of the solicitation;
    b. Compliance with procurement laws, policies, and procedures, including without limitation, reviewing/comparing pricing on invoices for RISD;
    c. Compliance with provisions for computing billings to RISD, and/or
    d. Any other matters related to this Agreement

23. **OPEN RECORDS/PUBLIC INFORMATION:** RISD is a governmental entity subject to the Texas Public Information Act. RISD considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and

therefore shall be subject to public disclosure under the Texas Public Information Act, (Texas Government Code, Chapter 552.001, et seq.,) after a contract/agreement is awarded or the procurement terminated. Proposers are hereby notified that RISD strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of information. Any information deemed to be confidential by Proposer should be clearly noted on the page(s) where confidential information is contained, page-by-page and line-by-line the parts of the response which it believes are exempt; however, RISD cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Proposer may not be considered confidential under Texas law, or pursuant to a Court order. Vague or general claims to confidentiality will not be accepted. RISD assumes no obligation or responsibility related to the disclosure or nondisclosure of information submitted by proposers**.** Vendor waives any claim against and releases from liability RISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in the Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by RISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

24. **CONFIDENTIALITY:** Vendor and RISD agree to secure the confidentiality of all information and records in accordance with the applicable federal and state laws, rules, and regulations. Vendor and RISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

25. **INSPECTION AND ACCEPTANCE:** Awarded Vendor(s) shall deliver the goods or services procured on this contract/agreement to the RISD department issuing a purchase order. If delivery cannot be made within the proper time period, the awarded vendor must receive authorization from the issuing RISD department for the delayed delivery. RISD shall have the right to inspect the goods at delivery before accepting them. If defective, incorrect, or items not meeting specification are delivered, RISD may make the determination, in its sole discretion, to return the good(s) to the vendor at no cost to RISD. The vendor shall be responsible for arranging the return of defective or incorrect good(s). The vendor agrees to pay all shipping and handling costs for any such return shipment. If goods are not picked up within one (1) week after notification, the good(s) will become a donation to the RISD for disposition, at RISD's discretion.

26. **TITLE AND RISK OF LOSS:** Whenever RISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of RISD's acceptance of the item or payment of the applicable invoice.

27. **DELIVERIES:** All deliveries under this Agreement shall be freight prepaid, Free on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendors proposal unless otherwise clearly stated in writing in Vendor's proposal. The RISD assumes no liability for goods delivered damaged or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by RISD of damage. Proposal prices will include all freight and delivery charges.

28. **HOURS OF DELIVERY:** Deliveries shall be made between 7:00 AM and 3:00 PM, at the designated RISD contact's' administration facility, unless prior approval for after-hours delivery has been obtained from RISD. **For RISD school nutrition program locations, deliveries will only be accepted between 6:30 AM and 2:00 PM, unless otherwise specified by RISD.**

29. **SHIPMENTS:** Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by RISD. If a product cannot be shipped within that timeframe, Vendor shall notify RISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. RISD may cancel the order if the estimated shipping time is not acceptable in RISD's sole discretion. Consistent failure of a Vendor to meet delivery promises without a valid reason is cause for termination of contract.

30. **LEAD-TIME:** Time of delivery is part of the proposal consideration and must be stated in definite terms and must be adhered to completely. Proposals must show the number of calendar days required to place the materials in possession of RISD. Do not quote shipping dates. Failure to specify the lead-time may result in disqualification from consideration. Unrealistic short or long delivery promises may cause the bid to be disregarded.

31. **SHORTAGES:** Vendor and/or sales agents acting on the Vendors behalf, shall give 72-hour prior notice to the ordering entity of any anticipated shortages, back orders, and/or out-of-stock items prior to delivery. The Vendor must keep the ordering entity informed at all times on the status of the order. Default in promised delivery, without acceptable reason, authorizes RISD to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting Vendor. No substitutions are accepted without prior written approval by RISD.
    a. Vendors must notify RISD of any known shortages, back orders, out-of-stock items, etc. that could affect multiple ordering entities for any extended period.

32. **FORMATION OF A CONTRACT (DECLARATION OF COMPLIANCE):** A response to this solicitation is an offer to contract with RISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a contract/agreement unless and until it is accepted by RISD after approval by the RISD Board of Trustees or their Designee. Policy CH (Local) requires that all contracts or agreements be signed by RISD's Superintendent, or their designee. No other personnel are authorized to execute or enter into contracts on behalf of the RISD.

33. **NON-EXCLUSIVE CONTRACT:** RISD reserves the right to award multiple contracts/agreements for each category. Categories are established at the sole discretion of RISD. Nothing in this agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to RISD. Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of RISD. RISD is free to have multiple contracts for the awarded goods and services, and may initiate other procurement solicitations or purchasing activity with other vendors at any time, at RISD's sole discretion. During the term of this Agreement, RISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. Additionally, the District may have a need to purchase additional items within this category that are not listed on the bid. Vendor is to make these items available to RISD through this Contract/Agreement at the same discounted pricing awarded by the Board of Trustees. Bids may be awarded to primary and secondary vendors on an item by item basis or by categories. End users may go to the secondary vendors to compare items for best value. In the event that a Vendor has an existing RISD Agreement, in the same Agreement title, upon award, the new Agreement will immediately supersede the older contract.

34. **PRICING:** All prices in Vendor's proposal should remain firm for the term of the Agreement. Any price changes shall be presented to RISD, for acceptance or rejection by RISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the RISD prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms and conditions, and/or manufacturers/distributors' impact (if any).
    a. Proposal price must be submitted on cases and/or units of quantity specified and extended to show total if applicable.
    b. **Case price must be shown "to the penny" in 2 decimals unless otherwise indicated. Unit price must be shown with a minimum of 4 decimal places**.
    c. In the event of discrepancies in extension, the unit price will govern.
    d. **Vendors are encouraged to provide pricing on specified items, even if no estimated quantity is provided**.
    e. Discount from List quotations are not considered acceptable unless requested.
    f. Proposer shall not include sales tax with any pricing. RISD is exempt from Federal Excise Tax, State Tax, and Local Tax. Tax exemption certificates will be furnished upon request by each participating entity.Proposer agrees, upon issuance and acceptance of this proposal, to furnish awarded items or services at the bid price and all other conditions contained in the Terms and Conditions, Specifications, and other bid documents within this Proposal.

g. Title to all supplies and equipment shall pass to Member District upon receipt except where hidden defects or other bid requirements or specifications are not met.
h. RISD retains the right to request Special Pricing for the remaining contract period for products or services not specifically identified in this Proposal, but purchased with sufficient movement as identified by mutual agreement of the Vendor and RISD.
i. Profit as a Separate Element of Price:
    i. For purchases using federal funds in excess of $150,000, 2 CFR 200.323(b) states a non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

35. **DISCOUNTS:** Any discounts available to RISD for early payment should be noted in the proposal. Vendor(s) may propose volume discounts or other adjustments to the price for large orders. Discounts may be considered in determining low proposal.

36. **CATALOG BID:** Prices on this type of contract are based upon an approved price list or other approved method as identified in the procurement solicitation. This type of contract provides for discounts from a current manufacturer's price list, a percentage add-on to a manufacturer's distributor/producers type price list or a custom price list. Current price list means the latest price list in effect between the "contract term" as shown on the RFP and the RFP opening date. Manufacturer's price list means a price list published in some form by the manufacturer of a product and available to and recognized by the trade. Custom price list means a price list especially prepared for a given bid. RISD shall be the sole determinate as to acceptability. Price reductions shall be offered immediately upon becoming available to a vendor at any time after award.

37. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price includes the cost of any special test equipment fabricated or required by the Vendor for the purpose of filling this order, such special tooling and/or test equipment and any related items shall become the property of RISD and shall be identified by the Vendor as such.

38. **PRICE CHANGES:** During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in a proposal may be submitted to the RISD for price adjustment consideration. RISD will accept or reject increases after receipt of a properly submitted request from the Vendor, which includes documentation as to the nature of the change substantiated by, but not limited to, the following indexes: The Food Institute Report, Urner Barry Market Indexes, Producer Price Index (PPI), Consumer Price Index (CPI) and any other relevant commodity price indexes. Price changes must be measurable and auditable, and supported by a published index, and supporting documentation must be submitted for review. The Producers Price Index is an accurate index for basing product price escalations and de-escalations. The monthly “PPI Detailed Report”, “Table 9: Producer price indexes and percent changes for commodity and service groupings and individual items, not seasonally adjusted” can be used as a reference for price adjustments, both up and down. (This table begins roughly on page 29 of the monthly report). RISD will respond to such requests by: 1) granting the request; 2) reassigning the item(s) to another awarded vendor; 3) rebidding the item(s); 4) taking any other action as deemed necessary. If a properly submitted increase is rejected, the vendor may cancel such items from the contract by giving RISD written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation. Vendors are required to immediately implement any industry wide price decreases that become available. RISD must be notified in writing of any decrease for file updating purposes and notice to cooperative members.

39. **PRODUCT SUBSTITUTION: Any and all substitutions require prior written approval by RISD. If applicable, food substitution request must be accompanied with CN Label or Nutritional Analysis information, and/or other product information. RISD reserves the right to require the Vendor to offer possible substitutes if any material or equipment becomes unobtainable during the term of contract. Outstanding orders are not automatically amended by an approved substitution. The Vendor must**

contact the qualified ordering entity 72-hours prior to shipment of the approved substitution.

a. If substitutions are made without prior written approval of the ordering entity, under Uniform Commercial Code, the entity shall retain the Right to Remedy and purchase the product(s) from another supplier, charging the difference of the bid price to the Vendor.
b. Bid pricing for the product substituted will apply to the substitute product unless substitute product is of a lesser price.

40. **ADDITIONAL GOODS AND/OR SERVICES:** RISD may request special pricing for new goods and/or services throughout the term of this contract. New goods and/or services must have prior written approval from RISD. Only goods and/or services not specified elsewhere in the contract may be considered new. The additional goods and/or services allows RISD to order items under the umbrella of a "catalog bid", see definition above. Pricing will be accepted as a percent (%) discounted from list/catalog price. 1) "Additional Goods and/or Services" shall cover all items carried by the successful Vendor that are not specifically on the Item specifications. 2) Vendor shall identify categories and percent (%) discount from list/catalog. RISD retains the right to add new goods and/or services at the time of each one-year extension option, if all parties are in agreement, for the following reasons: 1) allows for the replacement of items that were discontinued during the contract year; 2) allows for the replacement of goods and/or services that no longer meet the needs of the RISD; 3) allows for the addition of new goods and/or services introduced by existing awarded Vendors that may better serve RISD's needs. Goods and/or services may not be added to avoid competitive procurement procedures. The addition of new goods and/or services cannot materially change the contract between RISD and the Vendor. RISD may reject any proposed additions, without cause, in its sole discretion.

41. **MATERIAL CHANGE:** If a material change occurs to a contract entered into between RISD and Vendor, the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, RISD may issue a new RFP for the goods or services procured under the previously existing contract. Material change means a modification that substantially exceeds and/or alters the terms of the original contract between RISD and Vendor, and/or the total contract value greater than 10%. The following anticipated and unanticipated changes are to be considered as well do not qualify as a material change: 5% upward or downward trend in student enrollment and/or participation to allow flexibility for program growth or decline; unanticipated program and/or regulation changes.

42. **CUSTOMER SUPPORT:** Vendor shall provide timely and accurate technical advice and sales support to RISD.

43. **COMPLIANCE WITH LAWS:** Vendor shall comply with all federal, state and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this contract/agreement, Vendor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. When required or requested by RISD, Vendor shall furnish RISD with satisfactory proof of Vendor's compliance with this provision.

44. **CIVIL RIGHTS/DISCRIMINATION:** It is the policy of RISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disability in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hiring, 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), color, disability national origin, race, or gender. Vendor further agrees that every subcontractor entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement. Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.

45. **CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED - 20 USC 7926**: Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of RISD in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

46. **NO ISRAEL BOYCOTT:** In accordance with Texas Government Code section 2270.002, if Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, RISD is prohibited from entering 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. Vendor hereby verifies that it does not boycott Israel and agrees that, during the term of this Agreement, shall not boycott Israel. Vendor further agrees and acknowledges that this Agreement shall be null and void should facts arise leading RISD to believe that Vendor's verification herein is inaccurate or should Vendor engage in activity reasonably reflecting that it is boycotting Israel during the term of this Agreement.

47. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**: In accordance with Texas Government Code, Chapter 2252, Subchapter F, RISD are prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Vendor certifies to RISD, that it is not a listed company under any of those Texas Government Code provisions. Vendor hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading RISD to believe that the Vendor was a listed company at the time of this procurement.

48. **ABORTION PROVIDER/AFFILIATE** -Vendor acknowledges that Chapter 2273 of the Government Code prohibits RISD from entering into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Vendor certifies that it is not an abortion provider or an affiliate of an abortion provider as defined by Chapter 2273.

49. **ENERGY COMPANY BOYCOTT** - If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

50. **DISCRIMINATION AGAINST FIREARM COMPANIES** - If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

51. **SAFETY:** Vendors, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by RISD and by the Occupational Safety and Health Administration ("OSHA"). All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by RISD. Vendor shall indemnify and hold RISD harmless from all claims, demands, suits, actions, judgements, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

52. **SAFETY DATA SHEETS:** Vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Safety Data Sheet(s) (SDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the SDS requirement.

53. **RECYCLED MATERIAL:** Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid on this solicitation contains recycled material, identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive."
    a. Send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre-consumer content to: ATTN: PURCHASING DEPT. RICHARDSON INDEPENDENT SCHOOL DISTRICT, 400 S. GREENVILLE AVENUE, RICHARDSON, TEXAS, 75081.
    b. Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.
    c. New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.

54. **WORKFORCE/DRUG-FREE WORK ENVIRONMENT:** Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on RISD property, nor may such workers by intoxicated or under the influence of alcohol or drugs on RISD's property.

55. **FORCE MAJEURE:** The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, network failures, energy crisis, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventative measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance is delayed or stopped by a force majeure event, RISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of RISD contractual, legal, or equitable rights.

56. **GOVERNING LAW AND VENUE:** The laws of the State of Texas, without regard to its provisions on conflicts of laws, shall govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Dallas County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

57. **PROPERTY:** In the event of loss, damage, or destruction of any property owned by or loaned by RISD that is caused by Vendor or Vendor's representative, agent, employee or contractor, Vendor shall indemnify RISD and pay to RISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of the Vendor's receipt of written notice of RISD determination of the amount due. If Vendor fails to make timely payment, RISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by RISD.

58. **INDEMNIFICATION:** The Vendor shall indemnify, defend, and hold harmless the RISD, its board of trustees, officers, employees, agents, and representatives from and against any and all claims, demands or liability for damages, losses or other relief, including, without limitation attorneys' fees and costs which RISD may incur

arising from the Vendor's performance of its obligations under this agreement. The foregoing shall include, without limitation:
(i) injuries to or death of person; (ii) damage to property; or (iii) theft or loss of property, resulting from, in whole or part, any acts omissions or other conduct of Vendor and/or of any of Vendor's agents, servants, or employees, or any other person or entity employed directly or indirectly by Vendor in connection with performance of the Vendor's obligations and their respective agents, officers or employees. In the event that any action or proceeding, whether judicial, administrative, or otherwise, shall be commenced against RISD on account of any claim, demand or liability subject to this indemnification agreement the Vendor shall, at its sole cost and expense, defend the RISD in such action or proceeding with counsel reasonably satisfactory to RISD. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which the RISD is bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Vendor shall indemnify and hold harmless the RISD from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Vendor's obligations hereunder shall survive notwithstanding Vendor's completion of the services or the termination of the Contract.

59. **SUBCONTRACTORS:** If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to RISD for all acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between RISD and any such subcontractor, nor shall it create any obligation on the part of RISD to pay or to see the payment of any moneys due to any such subcontractor except as may otherwise be required by law.

60. **SUPPLEMENTAL CONTRACT:** RISD may enter into a separate, Supplemental Contract with a Vendor, which utilizes the negotiated terms and conditions contained in the existing competitively procured contract between RISD and Vendor. Supplemental Contracts may further define the level of service and/or product requirements over and above the minimum defined in the Contract and RFP, including without limitation, invoice requirements, ordering requirements, on-site/campus service, specialized delivery, discounted pricing, etc.

61. **INSURANCE:** Vendor is required to provide RISD with copies of certificates of insurance naming RISD as an additional insured for Texas Workman's Compensation and General Liability Insurance. Certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to RISD prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against RISD, and its cooperative members, its officers, employees, and agents. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to RISD. Vendor shall give RISD a minimum of ten (10) days - notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. RISD reserves the right to require additional insurance should RISD deem additional insurance necessary, in RISD's sole discretion. **Proof of insurance coverage must be submitted with the proposal**. Minimum insurance requirements for any activities conducted on school property:

Workman's Compensation/Employer's Liability:
- Statutory Limits
- $500,000 Each Accident
- $500,000 Policy Limit
- $500,000 Each Employee

General Liability, Bodily Injury & Property Damage:
- $500,000 Combined Single Limits
- $1,000,000 Aggregate

Automotive Liability:
- $250,000 Each Person

Bodily Injury:
- $500,000 Each Accident

Property Damage:
- $250,000

62. **FINANCIAL HEALTH AND STABILITY:** Vendor might be asked to provide evidence of financial health and stability, such as an audited financial statement or financial audit "score," copy of most recent filed tax return, credit report, or other substantiating documentation, as part of the bid submission. This information will be utilized as part of evaluation criteria to determine the financial health and stability of each vendor and if adequate financial resources are available to fulfil the requirements of the RFP. Any issues associated with

the vendor's financial health and stability to adequately service any award as a result of this RFP, in whole or in part, may be grounds for termination at the sole discretion of RISD.

63. **INVOICES:** Invoices shall be directed to RISD Accounts Payable Department. Vendor shall submit invoices within a timely manner during RISD's fiscal year in which the good(s) and/or service(s) are purchased, and:
    a. Submit separate invoices, in duplicate, on each purchase order at the time or shortly after each delivery.
    b. Invoices shall indicate the purchase order number.
    c. All invoices shall be itemized to include a description of each good(s) and/or service(s) rendered.
    d. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
    e. Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
    f. Total all extensions on the invoice.
    g. Discount, if applicable, must be stated, extended and deducted to arrive at a Net Total for invoice.
    h. Transportation charges, if any, shall be listed separately.
    i. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.
    j. Shipment date of merchandise must be shown.
    k. Date of purchase order must be shown.
    l. Payment shall not be due until the above instruments are submitted after delivery.
    m. Vendors should keep the Accounts Payable department advised of any changes to remittance addresses.
    n. Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
    o. Do not include Federal Excise, State or City Sales Tax. RISD, or its cooperative member, shall furnish exemption certificate, if required.
    p. Each invoice should be verified by RISD for accuracy.
    q. If a credit is due, the next/subsequent invoice must show the credit owed and applied.
    r. If the cooperative member denies or rejects a product deemed unacceptable, the member will make a notation directly on the invoice, initial and date it, along with the initials of the delivery driver.

64. **TAX-EXEMPT:** RISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. RISD shall not be liable for any taxes resulting from this Agreement. Taxes must not be included in the proposal. Tax exemption certificates will be executed by the RISD and furnished upon request.

65. **TAX RESPONSIBLITIES OF VENDOR AND INDEMNIFICATION FOR TAXES:** Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold RISD harmless form any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

66. **PAYMENTS TERMS:** No payments shall be made prior to the delivery of the product or service. Texas Government Code § 2251.021 shall govern when payments are due to Vendor. In accordance with Texas Government Code § 2251.021, for a political subdivision whose governing body meets only once a month or less frequently, payments are due to Vendor within **forty-five (45) days** after the later of the following: (1) the date the governmental body receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the governmental body receives an invoice for the goods or service. For governing bodies who meet more than once a month or more often, payments are due by those entities within **thirty (30) days** after the later of the following: (1) the date the governmental body receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the governmental body receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from RISD not later than the tenth (10th) day after the date Vendor receives the payment from RISD. The exceptions to payments made by RISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

67. **IRS FORM W-9:** In order to receive payment under this Agreement, Vendor shall have a current I.R.S. Form W-9 Form on file with RISD.

68. **NO AGENCY OR ENDORSEMENTS:** RISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of RISD and is not an employee, agent, joint venture, or partner of RISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner between RISD and Vendor or RISD and any of Vendor's agents. Vendor agrees that RISD had no responsibility for any conduct of any Vendor's employees, agents, representatives, contractors or subcontractors.

69. **NON-APPROPRIATION CLAUSE:** Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on RISD by this agreement, RISD shall have the right to terminate this agreement without default or liability to Vendor resulting in such termination of the Agreement, effective as of the expiration of each budget period of RISD if it is determined by RISD, in RISD's sole discretion, that there are insufficient funds to extend this agreement. The parties agree that this Agreement is a commitment of RISD's current revenue only.

70. **TERMINATION OF CONTRACT:** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of RISD and Vendor. RISD reserves the right to terminate the Agreement immediately in the event the Vendor fails to:
    a. Meet schedules, deadlines and/or delivery dates within the time specified in this Agreement, the procurement solicitation and/or a purchase or work order;
    b. Default in the payment of any fees;
    c. Otherwise perform in accordance with this Agreement and/or the procurement solicitation RISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if RISD believes, in its sole discretion that it is in the best interest of RISD to do so. Vendor agrees that RISD shall not be liable for damages in the event that RISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by RISD and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a cooperative member, all terms of this Contract shall continue to apply to the Supplemental Contract.

71. **BREACH OF CONTRACT:** In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, RISD reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of RISD. RISD may exercise any or all of the following rights:
    a. RISD may take possession of the assigned premises and any fees accrued or becoming due to date;
    b. RISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
    c. RISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of RISD.
    d. In such event, the RISD may charge the successful bidder the difference for any additional cost of such bid item.

72. **IN THE EVENT OF DEFAULT:** In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions, RISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of RISD within two (2) business days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

73. **SEVERABILITY:** In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid,

illegal, or unenforceable provision had never been contained in it.

74. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason RISD determines, in its sole discretion, that part or all of such items and/or services fails to meet the expectation of RISD, RISD may on ten (10) days' notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by RISD for the unexpired term of the Agreement.

75. WAIVER: No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alternation, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

76. PACKAGING/CONDITION: Unless otherwise indicated, items will be new, unused and in excellent condition and delivered in containers suitable for damage-free shipment and storage. Richardson Independent School District will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense. If refurbished products are being offered it must be clearly stated in proposal.

77. WARRANTY: All goods and/or services provided by the Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of RISD's acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacturer's warranty is less than the required period, the Vendor shall warrant the goods and/or services to the full extent as provided by the Vendor/manufacturer. RISD will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair RISD's rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by RISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.

78. WARRANTY MAINTENANCE AGREEMENT: Any information regarding warranties and/or maintenance agreements pertaining to the goods and/or services in this solicitation shall be noted. The Vendor shall provide warranty information and/or company guarantees concerning the goods and/or services proposed. Goods and/or services that is found to be defective shall be replaced or fully repaired to the satisfaction of RISD and/or its cooperative members before payment is made.

79. LIMITATION OF WARRANTY: Vendor shall not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

80. MANUFACTURER'S GUARANTEE: A manufacturer's total satisfaction written guarantee shall be required, in accordance with Uniform Commercial Code (UCC), for the one-year Agreement term, with RISD reserving the right to have any item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specification. The items will then and after adequate time to remedy, be replaced without charge to RISD's satisfaction. This will be provided at no additional cost to RISD during the term of the contract.

81. CRIMINAL HISTORY RECORD INFORMATION REVIEW : Prior to commencing any work under the Agreement, if Vendor contracts with RISD to provide services, Vendor must certify that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Texas Education Code Section § 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit

Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at RISD; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Vendor contracts with RISD to provide services; it does not apply to a contract for the purchase of goods or real estate. RISD requires persons who enter on-site to first report to the front office/receptionist, and must be prepared to present a valid driver's license or another form of identification containing the person's photograph issued by a governmental entity in accordance with SB 9, for clearance through the RISD security system. School districts could create electronic databases to store information about visitors to campuses. This information could be used only for school security and could not be sold or otherwise disseminated to a third party. RISD may verify whether a visitor is a sex offender registered with the computerized central database maintained by the Texas Department of Public Safety as provided by Article 62.005, Code of Criminal Procedure, or any other database accessible by the RISD. Additionally, RISD may require fingerprinting and criminal background checks for persons who enter a campus when required by local policy.

82. **SMALL AND MINORITY BUSSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:** RISD encourages the use of Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify subcontractors offered as Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firm participants. Some cooperative members have specific goals for subcontracting requirements and will require that a plan be attached to meet their goals. Proposers shall indicate on their submitted proposals whether or not they are a Small and Minority Business, Women's Business Enterprise, or Labor Surplus Area Firm and with whom they are certified, e.g. City, State, Federal, and include a copy of the certificate(s)/documentation with the proposal response, this includes Historically Underutilized Business (HUB) Certificates issued by the Texas Comptroller of Public Accounts, or State equivalent. **Vendors must attest to certification *and* provide a copy of certificate(s)/documentation with proposal.**

83. **PROTEST PROCEDURES:** The District maintains protest procedures to handle and resolve disputes relating to procurements made with federal funds and, in all instances, discloses information regarding the protest to TEA or other awarding agency. 2 CFR § 200.318(k). The protestor must exhaust all administrative remedies with the District before pursuing a protest with a federal agency. Reviews of protest by RISD will be limited to:
    - Violations of federal law or regulations and procurement standards established by federal regulations (violations of state or local law will be under the jurisdiction of state or local authorities)
    - Violations of the Contractor's or subcontractor's protest procedures for failure to review a complaint or protest

    The Director of Purchasing in the District is the primary office responsible for handling and coordinating any disputes relating to procurements. In the event of a timely protest, the Purchasing Buyer shall take any action reasonably necessary to resolve a protest of an aggrieved bidder/offer concerning procurement. The Purchasing Buyer shall promptly issue a determination to the protester which states the reasons for action taken, and inform the protester of the right to appeal to the Executive Director over Federal Programs & Grants. The Deputy Executive Director over Federal Programs & Grants shall promptly issue a determination to the protester and inform the protestor of the right to appeal to the Director of Purchasing. The Director of Purchasing shall promptly issue a determination to the protestor and inform the protester of the right to appeal to the Board of Trustees. The Purchasing Buyer shall also inform the granting agency, such as Department of Education, Texas Education Agency, Texas Department of Agriculture, or other granting agency of the protest for their own review and determination.

84. **COPYRIGHT:** All contracts paid from State or Federal grants administered by a State or Federal agency must retain copyright for the State and Federal government (if a Federally funded contract) unless otherwise negotiated in writing with the State or Federal Agency. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests with the RISD as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, non-exclusive and irrevocable right to reproduce,

publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Vendor agrees to protect the RISD from any claim involving infringement of patents or copyrights.

85. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn prior to the specified deadline by providing written notification to RISD. All approvals shall be based upon an acceptable written reason for the action.

86. **TIE PROPOSAL:** In case of tie proposals, the award will be made in accordance with Local Government Code 271.901 and Government Code 2252.001 - 2252.004. (NON-RESIDENT BIDDERS). Consistent and continued tie bidding could cause rejection of the bids by RISD and/or investigation for antitrust violations.

87. **GEOGRAHIC PREFERENCE:** RISD may apply preference to agricultural products produced, processed, or grown in Texas if the cost to the school district is equal and the quality is equal; if agriculture products produced, processed, or grown in Texas are not equal in cost and quality to other products, the school district shall give preference to agriculture products produced, processed, or grown in other states of the United States over foreign products if the cost to the school district is equal and quality is equal; a school district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the school district is equal and the quality is not inferior. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by RISD in a School Nutrition Program. See 2 CFR § 200.319(b), and 7 CFR § 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

88. **BUY AMERICAN PROVISION:** RISD has a preference for agricultural domestic end products and supplies for use in the United States when spending federal funds. RISD participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program for Children, Summer Food Service Program and/or Child and Adult Care Food Programs, are required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities and products. A "domestic commodity or product" is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities produced in the United States. "Substantially" means over 51 percent (51%) of the final processed product must consist of agricultural commodities that were grown domestically. For foods that are unprocessed, agricultural commodities must be domestic and for foods that are processed, they must be processed domestically using agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the United States. The product label must designate the United States, or its territories, as the country of origin. RISD requires Vendor to certify compliance with the Buy American provision, as defined in 7 CFR § 210.21(d). Vendors shall provide certification of the domestic content in the parts, components, and other elements contained in the product, including specific information about the percentage of U.S. content from the supplier (i.e., manufacturer or distributor). In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American provision, or applicability of an exception to the Buy American provision, RISD may decide not to purchase from Vendor. RISD may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement. **Any exception to the Buy American Provision must be explicitly stated on the deviations of this proposal and include the country of origin, and percent (%) of U.S. content for each item.** Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by RISD upon request. To be considered for an alternative or exception, the request must be submitting in writing to a designated official of RISD in advance of delivery; RISD may set a deadline for such requests to be submitted by Vendor.

The request must include:

a. Alternative substitute(s) that are domestic and meet the required specifications:
    i. Price of the domestic food alternative substitute(s); and
    ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
b. Reason for exception: limited/lack of availability or price (include price):
    i. Price of the domestic food product; and
    ii. Price of the non-domestic product that meets the required specification of the domestic product.

See 7 CFR § 210.21(d), and USDA-FNS memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds.

89. **EVALUATION OF PROPOSALS:** A committee of RISD employees will review and evaluate proposals and make a recommendation to the District Board of Trustees. RISD will base a recommendation for contract/agreement award on the published evaluation criteria. Award will be made to the best responsive, responsible offer, price and other factors considered. To be considered for an award, a Proposal Response must be considered "Acceptable". The considerations to award the contract are specified under Evaluation Criteria. RISD reserve the right to conduct any test, evaluation, or comparisons it deems necessary to complete the evaluation process.

90. **COMPETITIVE RANGE:** It may be necessary for RISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

91. **SOLE SOURCE:** In order to become a Sole Source Vendor, a proposer must meet the requirements of Texas Education Code § 44.031 (j) Sole Source, as described below. Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:
    a. Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly
    b. Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment
    c. Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of $15,000.

    It is incumbent upon the Department to obtain and retain documents from the proposer which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with RISD as a Sole Source Vendor, RISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

    Please mail this information to:

    Richardson Independent School District, 400 S. Greenville Avenue, Richardson, Texas 75081.

    RISD reserves the right to decide if your company is a qualified Sole Source Vendor.

92. **CONTRACTS INVOLVING FEDERAL FUNDS:** RISD may be unable to determine which of its agreements/contracts will be used by cooperative members using federal funds at the time of the procurement process. RISD intends to competitively procure each contract awarded by RISD under Section 44.031 of the Texas Education Code and intends to comply with EDGAR for every procurement action. To comply with EDGAR, RISD will make an independent estimate of the value of goods or services in the current market before receiving bids or proposals. After RISD receives bids and proposals, but before awarding a contract, RISD will also conduct a price or cost analysis and document its findings. For contracts at or above $150,000, cooperative members must verify that RISD fulfilled its requirement to conduct a cost or price analysis in order to benefit from the ability to purchase goods and services from its purchasing cooperatives directly without the need for additional procurement activities or documentation. RISD recommends that when circumstances necessitate separate evaluation of lump- sum pricing, cooperative members conduct an independent evaluation of cost or price reasonableness tailored to the cooperative member's specific purchases so that the cooperative member can independently determine the reasonableness of the cost/price of the particular purchase. Stated differently, if the cooperative member's verification of RISD's compliance with EDGAR reveals that the lump-sum price includes goods or services for which RISD could not have performed a cost or price analysis, the cooperative member should conduct an independent cost or price analysis.

93. OTHER CONTRACT PROVISIONS: All Vendors (contractors and subcontractors) shall be in compliance with the following applicable Federal provisions:

a. **Intangible Property** 2 CFR § 200.315: All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vets the RISD as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

b. **Contracts more than $150,000**, 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.

c. All contracts in excess of $10,000 must address **termination for cause and for convenience** including the manner by which it will be effected and the basis for settlement.

d. All contracts awarded in excess of $10,000 by school districts and their contractors or sub-grantees shall contain a provision requiring compliance with executive order 11246, entitled "**Equal Employment Opportunity**", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60); prohibits hiring practices that do not provide an equal opportunity of all persons without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

e. **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 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 entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.

f. **Copeland “anti-kickback” Act** (29 CFR, Part 3) regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c). Applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. Intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The Act details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

g. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded 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.

h. **Rights to Inventions** Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

i. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the 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).

j. Contracts shall recognize 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** (P.L. 94-163).

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

l. Lobbying Certification and Disclosure of Lobbying (**Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352), as well as common rule, "New Restrictions on Lobbying" published at 55 Register (FR) 6736 (February 26, 1990), including definition, and the Office of Management and Budget "Government wide Guidance on New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990) 57 FR 1772 (January 15, 1992, and 61 FR 1412 (January 19, 1996)): All contractors that apply or bid for an award of $100,000 or more must file the required Lobbying Certification that it has not and will not use any Federal 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. If *non*-Federal funds are used to lobby, the contractor must complete the Disclosure of Lobbying to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and forward the disclosure to the next tier, who must forward it through each tier to the Federal awarding agency. https://www.gsa.gov/Forms/TrackForm/33144

m. Procurement of Recovered Materials 2 CFR § 200.322. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the **Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

n. **Employment Verification:** U.S. law (FAR 22.18) requires, as applicable, a condition for the award of any Federal contract at $150,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

o. **Access** by Richardson ISD, the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

94. REGISTER FOR GOVERNMENT CONTRACTING: Follow these steps to certify your business and obtain the registrations required to begin bidding on government proposals:

- **Obtain a D-U-N-S Number:** Your Company will need to obtain a Dun & Bradstreet D-U-N-S® Number. This is a unique nine-digit identification number for each physical location of your business. The assignment of a D-U-N-S Number is free for all businesses required to register for Federal contracts or grants. Visit the D-U-N-S Request Service to register or read a quick overview here.
- **Register your Business with the System of Award Management (SAM)** –If your company wants to successfully pursue a contract, it is essential that your business registers in the Federal government's vendor database; registration is free. The Federal government's vendor database used to be known as CCR – Central Contractor Registration, but on July 30, 2012, it was replaced by SAM. If your company was registered in CCR, your company's information migrated over to SAM. Information that has migrated into the SAM database should be checked and updated by vendors, at least annually. This registration is sometimes referred to as "self-certifying" your small business. Federal Acquisitions Regulations (FAR) require all prospective vendors to be registered in SAM prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Access SAM at https://www.sam.gov. Using SAM, you will be able to register your business size and socio-economic status while completing the required solicitation clauses and certification. By completing your required solicitation clauses and certifications you certify that the information provided about your company and its business activities are correct. The certification information that you will be asked on SAM is explained in the Federal Acquisitions Regulations, Section 52.2123 https://www.acquisition.gov/far/current/html/52_212_213.html.
- **NAICS Codes** – You may also find that you need a North American Industry Classification System (NAICS) code for administrative, contracting and tax purposes. The code classifies the economic sector, industry and country of your business. For Region One Purchasing Cooperative Federal contracting purposes, you will need to identify in SAM all the NAICS codes (industries) applicable to your business. Read Identifying Industry Codes for more information.
- **Obtain Past Performance Evaluations** – Businesses interested in contracts should obtain an Open Ratings, Inc. Past Performance Evaluation. Open Ratings, a Dun & Bradstreet Company, conducts an independent audit of customer references and calculates a rating based upon a statistical analysis of various performance data and survey responses. While some GSA Schedule solicitations contain the form to request an Open Ratings Past Performance Evaluation, vendors may also submit an online request directly to Open Ratings.
- **For assistance: Contact the Association of Procurement Technical Assistance Centers at www.aptac-us.org, or call 615-268-6644.**

95. ERRORS AND OMISSIONS: Due care and diligence have been used in the preparation of the specifications and information contained in the solicitation and is believed to be sustainably correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the respondent. RISD and its representatives, will not be responsible for any errors and omissions in the specifications nor the failure on the part of the Vendor to determine the full extent of the conditions, requirements and specifications before submitting a proposal. Failure to do so will be

at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulation make allowance for errors of omission or commission of the part of the Vendor.

96. **ENTIRE AGREEMENT:** This Agreement, the procurement solicitation issued by RISD, and Vendor's proposal submitted in response to RISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. Vendor must comply with all terms and conditions contained in this procurement solicitation. Vendor must comply with all applicable federal, state, county, and local laws concerning the goods and/or services contained in this procurement solicitation.

97. **DATA BREACH LIABILITY:** Vendor liability for data breach is the greater of total amount of the contract for the life of the contract up to 5 years or $1,000,000. Vendor's compliance with any and all federal and state law requirements related to a data breach is required. In addition, if pursuant to the service agreement RISD is required to share any personally identifiable information of students, Vendor must comply with all terms of the data privacy agreement, which Vendor agrees will be executed with the service agreement, including but not limited to the notice, remediation, and credit monitoring requirements.

98. **SURVIVAL CLAUSE:** Any software license agreements, warranties, maintenance agreements, or service agreements that are incorporated into or arise from accepted Purchase Orders or Purchase Agreements issued pursuant to this Contract shall survive the expiration or termination of this Contract in accordance with their respective terms. Any Purchase Orders or Purchase Agreements issued by ISD and accepted prior to the expiration or termination of this Contract shall likewise survive until fully performed or otherwise resolved in accordance with their terms.

99. **QUESTIONS:** All questions pertaining to this RFP must be submitted through the Bonfire e-bid software program. Bonfire has a "FAQ" section, which allows a bidder to submit a question to the RISD Buyer, who will answer through the Bonfire program. All registered and active bidders to this RFP receive an email notification of both question and answer, which ensures that all questions are seen and answered publicly.