

ROYAL INDEPENDENT SCHOOL DISTRICT



REQUEST FOR PROPOSAL

Onsite After-School/Summer Childcare Services

RFP # 26-RISD-CHS-D01

Deadline:

May 20, 2026

NAME OF COMPANY SUBMITTING RFP:

Royal ISD
3714 FM 359
Pattison, Texas 77466
Phone 281-934-2248
Fax 281-934-2846
Website <http://www.royal-isd.net>

The Royal Independent School District (“Royal ISD” or the “District”) is soliciting proposals for Onsite Childcare Services Contract to be provided after school hours and/or during summer. Proposals will be received until 3:00PM on May 20, 2026, at the Royal ISD Administration Building located at 3714 FM 359, Pattison, Texas. Proposals will be opened as received. Offers will not be read nor disclosed in any other manner until award is made. It is the intent of the District to select and award a proposal at a duly called meeting of the District Board of Trustees on June 8, 2026 or the District’s June Board meeting if determined to be on another date.

Sealed proposals are to arrive no later than **3:00 p.m. Central time, on May 20, 2026** and shall be **either**:

Delivered to*: Gracie Nicholas

Executive Administrative Asst. to the Superintendent
Royal ISD Administration Building
3714 FM 359
Pattison, Texas 77466

*Note: This is **NOT** a deliverable address through USPS.

or

Mailed to: Gracie Nicholas

Executive Administrative Asst. to the Superintendent
Royal ISD
PO Box 489
Pattison, Texas 77466

Contact: Gracie Nicholas, gespinoza@royal-isd.net

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified. Royal ISD is not responsible for late proposals or non-delivery of proposals.

This RFP is not an offer by the District to contract with any party (“Proposer” or “Vendor”) responding to this RFP. This RFP does not commit the District to award a contract or reimburse proposer for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right to reject any or all proposals received in whole or in part, to negotiate any and all elements of a proposal and/or proposed contract with any proposer, to waive irregularities or technicalities or formalities as may be deemed in Royal ISD’s interest, to extend the deadline to submit a proposal, or to amend or cancel a part or in its entirety this RFP.

Royal ISD does not discriminate on the basis of race, religion, color, national origin, sex or disability in providing education services, activities, and programs, including vocational programs, in accordance applicable law including without limitation Title IX of the Educational Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended.

All proposals submitted in response to this RFP are considered an offer and agreement by the proposer to furnish all services at the prices quoted and to comply with all terms, conditions, and requirements set forth in the RFP. All offers, including pricing, terms and conditions, must be held firm for a minimum of ninety (90) days from the date of proposal opening.

The District accepts no financial responsibility for any costs incurred by the proposer in the course of responding to this RFP.

To the fullest extent permitted by applicable law, proposer waives any claim it has or may have against the District and/or its trustees, officers, employees, representatives, and agents arising out of or in connection with the administration, evaluation, or recommendation of any offers; waiver of any related requirements; acceptance or rejection of any proposals, and the award of a contract.

This RFP was requested by Board action at a Regular Board meeting December 8, 2025.

TABLE OF CONTENTS / CHECKLIST

SECTION 1: ADDITIONAL PROPOSAL INSTRUCTIONS AND INFORMATION.....	6
1.1 Preparation of Proposal.....	6
1.1 Checklist.....	6
1.2 Withdrawal or Revision of Proposal.....	6
1.3 Non-Responsive Proposal.....	6
1.4 Request for Additional Information and Clarification.....	7
1.5 Alternate Offer (if any).....	7
1.6 Experience, Qualifications and Reputation.....	7
1.7 Vendor Debarment.....	7
1.8 Right of Negotiation.....	7
1.9 Undeliverable Documents or Correspondence.....	7
1.10 Confidentiality.....	8
1.11 Right of Rejection.....	8
1.12 Qualified Proposals and Award.....	8
SECTION 2: TERMS AND CONDITIONS OF THE CONTRACT.....	9
2.1 Term of Contract, Renewals and Cancellations.....	9
2.2 Description of Services.....	10
2.3 Licenses and Credentials.....	10
2.4 Adherence to Federal, State, and Local Laws.....	10
2.5 Adherence to District Policies, Rules, and Regulations.....	11
2.6 Criminal History.....	11
2.7 Safety Measures.....	11
2.8 Damage to Property.....	11
2.9 Furnished Property.....	11
2.10 Grant of License.....	12

2.11	Payment and Pricing.....	12
2.12	Insurance Requirements.....	13
2.13	Force Majeure.....	13
2.14	Notices.....	13
2.15	Indemnification.....	13
2.16	No Third-Party Beneficiaries.....	14
2.17	Governing Law.....	14
2.18	Venue.....	14
2.19	No Waiver.....	14
2.20	Texas Public Information Act.....	14
2.21	No Personal Liability; No Waiver of Immunity.....	15
2.22	Joint Venture.....	15
2.23	Disclosures Forms.....	15
2.24	Certification of Compliance with Texas Family Code § 231.006.....	16
2.25	Israel/Terrorist Organization/Anti-Boycott/Discrimination.....	16
2.26	No Assignment.....	16
2.27	Entire Agreement and Modification.....	16
2.28	Counterparts; Electronic Signatures and Transmission.....	16
SECTION 3: ADDENDA.....		17

SUBMISSION CHECKLIST

Proposer is required to include the following addenda with its submission:

ADDENDUM 2: Vendor Profile Form

ADDENDUM 3: Vendor Debarment Form

ADDENDUM 4: Felony Conviction Notification and Criminal Background Check

ADDENDUM 5: Felony Conviction Notice

ADDENDUM 6: Non-Collusion Clause

ADDENDUM 7: Insurance Requirements and Commitment Form

ADDENDUM 8: Conflict of Interest Questionnaire

ADDENDUM 9: Certificate of Interested Parties

ADDENDUM 10: Proposer/Vendor Certification Forms

ADDENDUM 11: Proposed Offer for Onsite Childcare Services RFP #2026-RISD-CHS-D01

SECTION 1: ADDITIONAL PROPOSAL INSTRUCTIONS AND INFORMATION

1.1 Preparation of Proposal

- A. Complete and return the entire RFP packet to Royal ISD with required addition(s). (Refer to the TABLE OF CONTENTS / CHECKLIST.)
- B. All submittals must be made in ink or typewritten. Signatures must be in ink.
- C. Make proposal in name of principal, and if co-partnership, give names of all parties.
- D. Proposer should make a copy of its entire proposal packet before submitting it to Royal ISD.
- E. Submit proposal in sealed envelope.
- F. On sealed envelope, indicate “**Proposal #2026-RISD-CHS-D01.**”
- G. Proposals will not be accepted electronically or by fax.

1.1 Checklist

It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal and submitted a complete proposal packet. Refer to TABLE OF CONTENTS / CHECKLIST.

1.2 Withdrawal or Revision of Proposal

- A. A proposal may be withdrawn or revised prior to submission deadline under the following terms.
 - 1. Submit withdrawal request in writing to
Gracie Nicholas, Royal ISD, PO Box 489, Pattison, Texas 77466, or by email at gspinoza@royal-isd.net, or by fax at 281-934-2846.
 - 2. Proposals resubmitted after the submission deadline will be considered late and disqualified.
- B. Amendments or revisions to the RFP packet by Royal ISD shall be submitted in writing to the Proposers and posted on the District’s website.
- C. The District reserves the right to retain all proposal responses for a period of 90 days after the proposal closing date for examination, evaluation, comparison, and potential negotiations.

1.3 Non-Responsive Proposal

- A. A proposal is considered NON-RESPONSIVE and may be rejected for any of the following reasons unless otherwise provided by law.
 - 1. If forms furnished are altered or not used.

2. If there are unauthorized additions or omissions, conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous.

1.4 Request for Additional Information and Clarification

- A. Prior to the final selection, Proposers may be required to submit additional information or clarification which Royal ISD may deem necessary to further evaluate the Proposer's qualifications.
- B. If there is doubt as to the true meaning or intent of the RFP documents, Proposer must submit a written request for interpretation or questions directed to Gracie Nicholas, Royal ISD, PO Box 489, Pattison, Texas 77466, or by email at gespinoza@royal-isd.net.
- C. Royal ISD is not responsible for any other explanation or interpretation of its RFP, whether allegedly on behalf of the District or otherwise.

1.5 Alternate Offer (if any)

Any deviation from Terms and Conditions, Scope of Service, etc., must be clearly noted on the Offer Form only. Any language proposed for deletion must be identified with particularity. Any language proposed for addition must be set forth in full.

1.6 Experience, Qualifications and Reputation

Qualified, licensed, and experienced childcare facilities and programs are required to provide a full range of services specified. Proposers shall submit this information on form *Addendum 2, Vendor Profile*.

1.7 Vendor Debarment

Federal law requires that persons or entities entering into business agreements with school districts must give notice to the district if the person or owner has been debarred from participation in or contracting with school districts. *Addendum 3, Vendor Debarment Form* addresses this requirement and must be submitted. **Debarred vendors are ineligible to contract with a public school district and will not be considered.**

1.8 Right of Negotiation

Royal Independent School District reserves the right to negotiate with the selected Proposer the exact terms and conditions of the contract.

1.9 Undeliverable Documents or Correspondence

Royal ISD is not responsible for the non-delivery or late delivery of any documents or correspondence.

1.10 Confidentiality

All documents submitted as part of a Proposal response to this solicitation will be deemed confidential

during the evaluation and approval process. Proposal responses will not be available for review by anyone other than the evaluating committee members consisting of Royal ISD personnel or its designated agents, if applicable. There shall be no disclosure of any Proposer's information to a competing Proposer prior to award of the contract.

Following the award of the contract, tabulation sheets that would be subject to the Public Information Act will be available upon written request through a PIA, with the exception of any documents or information specified within the submitted proposal as a trade secret, if any, and affirmed by the Texas Attorney General.

1.11 Right of Rejection

- A. Royal ISD reserves the right to reject any, part, and all proposals. Royal ISD is not obligated to enter into a contract on the basis of any Proposal submitted in response to this document.
- B. Royal ISD is under no obligation to award this project to the Proposer offering the lowest fee.

1.12 Qualified Proposals and Award

- A. Qualified proposals must meet all criteria below to be considered:
 1. Proposal was submitted by deadline.
 2. Proposal was submitted in sealed and marked envelope.
 3. Proposal was complete and unaltered and complied with all RFP requirements.
 4. Vendor was not debarred from doing business with public schools.
- B. Qualified proposals will be evaluated by a committee using the criteria and weight according to the following matrix to determine the Proposer offering the overall best value to the District.

- | | |
|---|------------------|
| • Price (Cost to District & Cost to Families) | 10 points |
| • Reputation of the Proposer and of the Proposer's goods and services | 15 points |
| • Extent to which the services meet the District's needs including experience with school districts | 15 points |
| • Total long-term cost of Proposer's goods and services | 10 points |
| • Quality of goods and services
(Including academic and nonacademic activities during services provided) | 20 points |
| • Qualifications/Experience of Staff | 15 points |
| • Principal place of business is in the State of Texas | 5 points |
| • Proposer's past relationship with District | 10 points |

Maximum Score

100 points

- C. Royal ISD will weigh these factors from each bidder and be the sole judge as to the Proposer representing the best value to the District, if any.

- D. The average of the scores from the evaluating committee will be the determining recommendation to the Royal ISD Board of Trustees.
- E. If deemed necessary by Royal ISD, top vendors may be invited to present their services. Royal ISD reserves the right to confine the interviews to a pre-defined script.
- F. The Royal ISD Board of Trustees will award a contract, in part or in whole, if any.
- G. The awarded business entity must submit a Disclosure of Interested Parties (Form 1295) to Royal ISD before entering into a contract. *Texas Gov't Code 2252.908.*

SECTION 2: TERMS AND CONDITIONS OF THE CONTRACT

***These outline general conditions. The final contract may be subject to change at the time it is awarded.*

2.1 Term of Contract, Renewals and Cancellations.

- A. The Agreement shall be for **three years** beginning on the date the Agreement is last signed by Royal Independent School District ("Royal ISD" or the "District") or the Vendor the ("Initial Term"), unless earlier terminated pursuant to the terms of the Agreement. This RFP is for services beginning with the 2026-2027 school year, and going through the 2027-2028 and 2028-2029 school years.
- B. Thereafter, the District may either renew the Agreement annually for up to two (2) additional one-year terms ("Renewal Terms") or extend the Agreement on a month-to-month basis to prevent a lapse in the contract term until the District re-bids the contract. The Initial Term and any Renewal Terms or month-to-month extensions shall be referred to collectively as the "Term."
- C. The obligations of Royal ISD to make payments under this Agreement constitute a commitment of revenues for the current fiscal year only and do not create an impermissible debt. If District personnel determine that the District cannot obtain and appropriate funds for any fiscal year during the Agreement, the District will provide Vendor written notice and this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated without penalty or expense to Royal ISD and the District shall not be obligated to pay any monies beyond such fiscal year.
- D. The District may cancel or terminate award or all or any undelivered part of the Agreement for any reason at any time by giving at least thirty (30) days written notice of its intent to terminate.
- E. The parties may terminate the Agreement by mutual written agreement upon sixty (60) days' prior written notice to the parents whose children are enrolled in the Vendor's services.
- F. The District may immediately cancel or terminate the award or any undelivered part of the Agreement for material breach by the Vendor of any of the terms of this Agreement. In the event the Agreement is terminated because of a violation or breach of Agreement terms by

the Vendor, the District shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties as may be appropriate.

G. The District's rights of termination or cancellation are in addition to other remedies the District may have in law or equity.

H. Under no circumstance will Vendor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of any District cancellation or termination of this Agreement.

2.2 Description of Services

See Addendum 1, Scope of Service.

2.3 Licenses and Credentials

Vendor shall possess at all times the appropriate Child Care Licensing ("CCL") permit required to implement and operate the services set forth in this RFP, as required by the Texas Health and Human Services Commission ("HHSC"), Texas Department of Family and Protective Services ("DFPS") or other governmental entity with jurisdiction over the services and/or related operations. Vendor must also possess any other credentials, including without limitation licenses, permits, certificates, and approvals, required by applicable law to provide the services set forth in the RFP and to operate legally within the State of Texas. Vendor shall be solely responsible for acquiring all necessary and proper credentials and for any costs related thereto.

A. Staff

Vendor shall have sole responsibility for the training, supervision, compensation, and benefits of all personnel working in any capacity toward the provision of its services. Vendor agrees to provide background check information to the district to keep on file for any staff hired working with children and on RISD premises. Vendor will provide this information prior to any staff member providing services on RISD premises.

B. Students

Vendor shall be solely responsible for each student upon the student's presentation to the Vendor until the Vendor releases custody of the student to the student's parent or guardian. Vendor shall abide by and enforce standard District school rules, including appropriate rules for student behavior. Vendor shall take attendance each day of its operation of services. Vendor shall keep students participating in its services within the District-designated areas of the District's facility unless accompanied by Vendor staff. Vendor understand students and children participating in the program during the regular school year and during summer (if applicable) will be limited to Royal ISD students only; no exceptions.

2.4 Adherence to Federal, State, and Local Laws

A. Vendor must conform to all federal, state, and local laws, ordinances, codes, rules, and regulations of health, public, or other authorities controlling or limiting the methods,

materials, and/or actions of those employed in providing the services set forth in this RFP. All work or material necessary to comply with such laws, ordinances, codes, rules, and regulations shall be performed and furnished by Vendor.

2.5 Adherence to District Policies, Rules, and Regulations

- A. Vendor must conform to all applicable Royal ISD policies, rules, and regulations as interpreted by the District when on District facilities, including without limitation compliance with employee codes of conduct, dress and grooming requirements, prohibitions against tobacco products and weapons, and criminal history check requirements.

2.6 Criminal History

- A. Provisions pertaining to criminal history record information on contractors must be followed as stipulated in Board Policy CJA (LEGAL). The District may terminate a contract if the Vendor has failed to provide a felony conviction notice, misrepresented the conduct resulting in a conviction, or has not certified that a criminal history record was obtained on each employee working in the District. *Addendum 4, Certification for Criminal History Check* form must be completed. *Addendum 5, Felony Conviction Notice* must be completed.

2.7 Safety Measures

- A. Vendor shall take all reasonable measures necessary, as determined by federal, state, and local laws and/or District policies, to ensure a safe working environment and a safe childcare environment for students.

2.8 Damage to Property

- A. Vendor may not cause or permit any damages to District premises, property, furnishings, fixtures, or equipment, and will not do or allow anything to be done which would damage or change the finish, appearance, or functionality of the premises, or its furnishings, fixtures, or equipment.
- B. Vendor is responsible for the cost to repair any damage done in its provision of services set forth in the RFP to the District.
- C. Vendor may not make modifications to District facilities in any capacity.

2.9 Furnished Property

- A. No materials, labor, property, equipment, facilities, furnishings, or fixtures will be furnished by the District for the Vendor's provision of the services set forth in the RFP unless otherwise specified in the RFP or this Agreement.

2.10 Grant of License

- A. Subject to the terms, conditions, and limitations contained in the RFP and this Agreement, the District hereby grants to Vendor a limited, non-exclusive right to use District-designated

areas of the assigned campus for use (Royal STEM Academy-2500 Durkin Rd, Brookshire, TX 77423 **or** Royal Elementary School-2222 Durkin Road Brookshire, TX 77423) for the sole purpose of providing the services set forth in this RFP during the term of this Agreement. Only one location will be used for the vendor services; this location will be designated by the district and specific location program will be housed is TBD. The District reserves the right to amend its designation of areas for Vendor's use from time to time. The District shall not charge the Vendor a fee for Vendor's use of the district's assigned campus for the services to be provided. The District reserves the right to use the entirety of the assigned campus at all times, and Vendor understands that the District's grant of this license does not constitute an exclusive license to use the campus or any portion of it. The District will not provide offices, classrooms or any other spaces to the Vendor during the school day for use by Vendor staff or for storage. The Vendor will use district designated spaces only for services provided through this RFP, and services will be limited to after school or summer hours (if applicable).

- B. Vendor shall not use, nor permit any guest, invitee, or other person or entity to use, any portion of the District's property or facilities for any act or omission:
1. That is unlawful, hazardous, indecent, or obscene;
 2. That constitutes a public or private nuisance;
 3. That may disturb the quiet enjoyment of any other person at or near the vicinity of the property or facility;
 4. That violates any applicable law, ordinance, order, rule, regulation, and/or policy regarding the use of the property or facility;
 5. That introduces onto the property or facility any weapon, firearm, firework, explosive, ammunition, illegal drug, or controlled substance (unless such controlled substance is prescribed by a physician and possessed by the person to whom it was prescribed).

2.11 Payment and Pricing

- A. The District will only transport RISD students from their assigned campus to the designated campus for after-school childcare services during the regular school year. All other transportation is the responsibility of the Vendor and/or parents or guardians.
- B. Vendor will be responsible for charging and collecting membership fees from student members.
- C. Vendor's prices for services provided pursuant to this RFP, including any annual increases, are specified on Vendor's proposed *Addendum 10, Proposed Offer*, and shall remain firm for the life of the Initial Term of this Agreement, except for any price decreases. Price increases may only be considered at the renewal points, at which time such price increase requests shall be followed by proper justification. The District reserves the right to negotiate any price increase requests but shall not be obligated to accept any price increases. Unless specific market conditions exist, which may have a significant impact on Vendor's costs associated

with providing the services set forth in the RFP, any price increases shall be no more than the maximum per unit increase over the previous year of 3% or Consumer Price Index (CPI), whichever is greater.

- D. Vendor understands the district will make no payment to the Vendor for any purposes.
- E. Vendor must have an IRS Form W-9 Request for Taxpayer Identification Number and Certification on file with the District prior to performing any services pursuant to this Agreement.

2.12 Insurance Requirements

- A. Throughout the Term of this Agreement, Vendor must carry and provide proof of insurance which meets the requirements established by Royal Independent School District as specified in *Addendum 7, Insurance Requirements and Commitment Form*. **Insurance coverage shall name the Royal Independent School District as an additional insured.** Failure to provide proof of insurance coverage may result in the disqualification of the proposal. A copy of this shall be provided to the district and kept on file in the District's Business Office.

2.13 Force Majeure

- A. In the event that performance by either party of any obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, act of war, riot or civil commotion, act of State, strike, fire, flood, pandemic, or by the occurrence of any other event beyond the reasonable control of the obligated party, that party shall be excused from the performance of such obligation for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

2.14 Notices

- A. All notices, demands, and requests and other communications required or permitted under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested (deemed delivered two (2) days after mailing); or by courier (deemed delivered upon delivery in-person); or by electronic mail (deemed delivered two (2) business days after sending). Notices shall be sent as follows: If to the District: [Name, Title, Physical Address, Email Address]. If to Vendor, to the contact information set forth in the "Vendor Information" of *Addendum 2, Vendor Profile Form*.

2.15 Indemnification

- A. To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold harmless Royal Independent School District and its trustees, officers, employees, representatives, and agents from and against all suits, demands, claims, causes of action, damages, losses, costs and expenses (including legal fees, attorney fees, and court costs) directly or indirectly caused by, resulting from, or arising out of injury or death to persons or damage to or destruction of real or personal property occasioned by or arising out of or in connection with Vendor's provision of any services pursuant to the RFP and/or this agreement. The liability of Vendor and/or its agents, servants, employees, or subcontractors shall not be limited to any

minimum insurance limits set forth in this Agreement. The District may, at its option, participate in the defense of such claim or suit without relieving Vendor of any obligation hereunder. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to any other party or person described in this paragraph.

2.16 No Third-Party Beneficiaries

- A. The Agreement is intended solely for the benefit of the Parties and their permitted assigns and shall not impart rights enforceable by any other person or entity, except as expressly provided in this Agreement.

2.17 Governing Law

- A. The RFP and any resulting contract, including without limitation this Agreement, will be governed by and construed in accordance with the Constitution and laws of the State of Texas, without regard for its conflict of laws provisions.

2.18 Venue

- A. The exclusive venue for any dispute or legal proceeding relating to this RFP and any related contract shall lie in Waller County, Texas.

2.19 No Waiver

- A. Waiver by the District of any breach or violation of any provision of this Agreement is not a waiver of any subsequent breach or violation.

2.20 Texas Public Information Act

- A. The parties expressly agree that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code §§ 552.001, et seq., as amended ("TPIA"). Each party expressly understands and agrees that the other party shall release any and all information necessary to comply with Texas law without the prior written consent of the other party except as may be permitted or required under Section 552.305 of the TPIA or other applicable provisions that protect the rights of third parties. If this Agreement is valued at more than \$1 million, the Vendor agrees that this Agreement can be terminated if the Vendor knowingly fails to comply with a requirement of the TPIA, including the preservation of all "contracting information" (as defined in § 552.003) and the provision upon request of the District of all contracting information. Contracting information includes, but is not limited to, records, communications, and other documents related to the bid process, contract, payments, receipts, scopes of work/services, and performance.

2.21 No Personal Liability; No Waiver of Immunity

- A. Nothing in this Agreement shall be construed to create any personal liability on the part of any trustee, officer, director, employee, or agent of the District. No provision of this Agreement extends the District's liability beyond the liability provided in the Texas

Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of the District relating to this Agreement shall be considered a waiver by the District of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The parties do not agree to binding arbitration and neither party waives its right to a jury trial.

2.22 Joint Venture

- A. This Agreement is not intended to create and shall not constitute an employment relationship, co-ownership, partnership, or joint venture between the parties. Vendor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, benefits, and insurance of its employees in accordance with the applicable laws of the State of Texas. The District shall have and retain exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits of its employees in accordance with the applicable laws of the State of Texas. Neither party shall have the right to bind the other party by contract or otherwise except as expressly set forth in this Agreement. Nothing contained herein shall establish an agency, employer-employee relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.

2.23 Disclosures Forms

- A. *Addendum 8, Conflict of Questionnaire Form (CIQ)* – complete and return with proposal.
- B. Disclosure of Interest Parties Form 1295 – *Addendum 9, Disclosure of Interested Parties* - Unless exempt, Vendor will complete and file an appropriate Form 1295 with the Texas Ethics Commission before receiving an executed contract from the District.
- C. Certification Regarding Pre-Service Affidavit – Pursuant to Chapter 22A of the Texas Education Code, persons who will act as a service provider for the District must submit, using a form adopted by the Texas Education Agency, consent for release of the person's employment records and a pre-service affidavit disclosing certain information as set forth in Texas Education Code Section 22A.055(a). Vendor hereby certifies that each person by whom the Vendor provides services for the District has submitted (or will submit before performing any services for the District) a fully completed and executed pre-service affidavit for educational entities in a form adopted by the Texas Education Agency. Pursuant to Texas Education Code Section 22A.055(e), Vendor understands and agrees that the District must refuse to allow a person to act as a service provider upon determination that the person failed to disclose the required information before providing the District services. The form may be found at <https://tea.texas.gov/texas-educators/investigations/preemployment-preservice-affidavit-tec-22a055.pdf>.

2.24 Certification of Compliance with Texas Family Code § 231.006

- A. Pursuant to Texas Family Code § 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is

not eligible to receive payments from state funds under a contract to provide property, materials, or services. Vendor certifies that the individual or business entity named in this Agreement and or Vendor's proposal is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

2.25 Israel/Terrorist Organization/Anti-Boycott/Discrimination

- A. Pursuant to Texas Government Code Chapter 2271, Vendor represents and warrants to the District that Vendor does not boycott Israel and will not boycott Israel during the Term of this Agreement. Vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Vendor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement. Vendor represents and warrants to the District that Vendor does not boycott energy companies as contemplated by Chapter 809 of the Texas Government Code and will not boycott energy companies during the Term of this Agreement. Vendor represents and warrants to the District that Vendor does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Texas Government Code and will not so discriminate during the Term of this Agreement.

2.26 No Assignment

- A. Vendor may not assign all or any portion of this Agreement without the prior written consent of the District. Any attempted assignment without prior written consent shall be voidable.

2.27 Entire Agreement and Modification

- A. This Agreement, the entire RFP, and Vendor's entire proposal in response, contains the entire agreement between the parties with respect to the subject matter contained herein. Any amendments or modifications concerning this Agreement shall have no force and effect unless in writing and executed by both parties.

2.28 Counterparts; Electronic Signatures and Transmission

- A. The parties agree that this Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one document, provided each party executes at least one counterpart. A facsimile or other electronic signature may be used to execute a party's counterpart to the Agreement and the other party shall accept such signature as original. The parties consent to the transmission of copies of this Agreement and any documents related to this Agreement by electronic means except as otherwise specified by this Agreement.

SECTION 3: ADDENDA

ADDENDUM 1: Scope of Service

ADDENDUM 2: Vendor Profile Form

ADDENDUM 3: Vendor Debarment Form

ADDENDUM 4: Certification for Criminal History Check

ADDENDUM 5: Felony Conviction Notice

ADDENDUM 6: Non-Collusion Clause

ADDENDUM 7: Insurance Requirements and Commitment Form

ADDENDUM 8: Conflict of Interest Questionnaire

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ADDENDUM 10: Proposer/Vendor Certification Forms

ADDENDUM 11: Proposed Offer for Onsite Childcare Services RFP #2026-RISD-CHS-D01

ADDENDUM 1: Scope of Service

OVERVIEW: Vendor will be responsible for providing learning opportunities and extra-curricular activities to Royal Independent School District students during after school and summer hours. Actual participation in this program by RISD students will vary and is not guaranteed.

1. CHILDCARE SERVICES:

- A. Vendor to provide after school and/or summer onsite child-care services, as agreed upon by the district. In the event of extraordinary circumstances, such as the COVID-19 Pandemic, District Facilities may be subject to unexpected closures. Any closures of this program on any given day is required to be communicated by vendor directly to district administration, campus principals, and parents/guardians.
- B. Vendor will provide trained administrative and support level personnel to implement services.
- C. Vendor will provide a high level experience to all youth participating in after school and summer onsite child-care services. This includes structured, coordinated, and supervised activities.
- D. Vendor will provide daily meals and snacks, year round, excluding breakfast and lunch during instructional days.
- E. Vendor will only be able to provide services on RISD sites to students currently enrolled in Royal ISD; no exceptions.

2. LOCATION:

- A. Royal ISD to provide physical space for childcare services, either the Royal STEM Academy (2500 Durkin Rd, Brookshire, TX 77423) **or** Royal Elementary School (2222 Durkin Road Brookshire, TX 77423) (the “childcare facility”). Location is TBD by the district.
- B. Space will include the use of equipment/furnishings and designated areas within and around the school campus (*i.e.*, cafeteria, gym, computer lab/library, classrooms). Space will only be provided after school hours and during the summer. The District will not provide offices, classrooms or any other spaces to the Vendor during the school day for use by Vendor staff or for storage. The Vendor will use district designated spaces only for services provided through this RFP, and services will be limited to after school or summer hours (if applicable).

3. FACILITIES RENTAL:

- A. Royal ISD will not require a Fee for use of the campus space.

4. TRANSPORTATION:

- A. Royal ISD will provide end-of-the-day/field experience/extra-curricular transportation services for students involved in child-care services as appropriate and agreed upon in writing by both parties.

- B. Vendor will be responsible for the cost of transportation services, including without limitation bus driver(s) and/or bus monitor(s) for the transportation services, as invoiced by Royal ISD.
- C. Any approved transportation services will be exclusive to Royal ISD students only.

5. SUPPORT:

- A. Royal ISD will provide support services to the childcare facility to include maintenance, security and custodial services, but excluding cleaning of the school kitchen when used by the childcare facility. Vendor is responsible for the cost to repair any damage done in its provision of services set forth in the RFP to the District.
- B. Vendor will provide reports and program updates to Royal ISD as requested. Royal ISD School Board Meeting attendance may be required as deemed necessary.

6. BACKGROUND CHECKS:

- A. Vendor will be required to ensure ongoing background checks and clearances are completed for all personnel. Vendor agrees to provide background check information to the district to keep on file for any staff hired working with children and on RISD premises. Vendor will provide this information prior to any staff member providing services on RISD premises.

ADDENDUM 2: Vendor Profile Form

Information, Experience, Qualifications and References

Proposer Information

Company Name: _____

Mailing Address: _____

Physical Address: _____

Phone #: _____ Fax #: _____

Website Address: _____

Is this the principal office? Yes • No •

If not, where is the principal office located? _____

Contact Name and Title: _____

Telephone: _____

Email Address: _____

Office Phone: _____ Cell Phone: _____

Experience, Qualifications and References

- a. Number of years Proposer has been in the childcare business? _____
- b. Number of years Proposer has provided child-care services for school districts? _____ and/or for like businesses (size)? _____
- c. Number of years Proposer has done business with Royal ISD? _____
- d. References: (Preferably school districts.)

District / Company Name	Contact Name	Phone #	Years of Service

- e. Has Proposer filed or been named in any lawsuits, requested arbitration, or lost a contract due to breach of contract within the last five years? Yes • No •

If yes, briefly explain: _____

- f. How is Proposer financially supported? _____

- g. Please provide information regarding your licensing as a Childcare Facility: _____

Signature of Company Official

Date Signed

Printed Name of Company Official: _____

Official Position: _____

ADDENDUM 3: Vendor Debarment Form

NOTICE TO BIDDER: This document must be signed in order to be deemed eligible for award. Please submit this document with your bid submittal. Offeror's signature affirms compliance with the following:

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A. In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;
- (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and
- (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

C. For any subcontract at any tier expected to equal or exceed \$25,000:

- (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
- (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

Signature of Company Official

Date Signed

Printed Name of Company Official:_____

Official Position:_____

ADDENDUM 4: Certification for Criminal History Check

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history records on covered employees. Covered employees with disqualifying convictions are prohibited from serving at a school district. Proposers must certify to the district that they have complied and must obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474. The district has no input to, or control of the DPS process.

Definitions: *Covered Employee:* Employees of a contractor who have or will have *continuing duties* related to the service to be performed at the District and have or will have *direct contact* with students. The District will be the final arbiter of what constitutes continuing duties or direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the District; or (2) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penalty Code; (b) an offense for which the defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Proposer"), I, the undersigned authorized signatory for Proposer, certify to Royal ISD ("District") that [Check one]:

[] None of Proposer's employees are *covered employees*, as defined above. I further certify that Proposer has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Proposer will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[] Some or all of Proposer's employees are *covered employees*. If this box is selected, I further certify that:

- (1) To the extent permitted by law, Proposer has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Proposer receives information that a covered employee subsequently has a reported criminal history, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
- (3) Upon request, Proposer will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District on behalf of Proposer that Proposer has obtained certifications from its subcontractors of compliance with Education Code, Chapter 22.

**NONCOMPLIANCE OR MISREPRESENTATION REGARDING THIS CERTIFICATION
MAY BE GROUNDS FOR CONTRACT TERMINATION.**

Signature of Company Official

Date Signed

Printed Name of Company Official:_____

Official Position:_____

This form is required to be completed and signed; however, only the successful Proposers will be required to comply with requirements set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/fingerprinting shall be at the contractor's expense.

This sheet must be completed, signed, and returned with submittal.

ADDENDUM 5: Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

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

THIS NOTICE DOES NOT APPLY TO A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

PROPOSER/VENDOR’S NAME: _____

AUTHORIZED COMPANY OFFICIAL’S NAME: _____

My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

Signature of Company Official: _____

ADDENDUM 6: Non-Collusion Clause

“The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.”

Proposer/Vendor's Name: _____

Address, City, State, Zip: _____

Telephone #: _____

Fax #: _____

Proposer Signature

Date Signed

Printed Name

Position/Title

Signature of Company Official Authorizing RFP

Date Signed

Printed Name of Company Official: _____

Official Position: _____

Firm hereby assigns to RISD any and all claims for overcharges associated with this proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

ADDENDUM 7: Insurance Requirements and Commitment Form

THIS REQUIREMENT FOR PROPOSERS TO GIVE PROOF OF INSURANCE IS IN NO WAY TO BE CONSIDERED A WAIVER OF GOVERNMENTAL IMMUNITY BY ROYAL ISD.

To protect the District and its representatives and employees against liability, loss, or expense on account of damage to property or injury or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Proposer shall procure at its sole expense and maintain throughout the term of any resulting contract, insurance as hereinafter enumerated in policies which shall be subject to the District's approval as to amount and issuing company. Amounts listed are minimum. **Insurance coverage should name the Royal Independent School District as an additional insured.**

A. Workers' Compensation and Employer's Liability

Workers' Compensation Employer's Liability	Statutory Requirements
	\$100,000 each occurrence

B. Comprehensive Automobile Liability and Property Damage

Covering all owned, non-owned and hired vehicles to be used in performance of this work.

Combined single limit each occurrence	\$1,000,000.00
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C. Commercial General Liability

Proposer's agent or broker shall certify to District that the policy covers and does not exclude acts of "Molestation or Abuse" of any kind.

Combined single limit per occurrence	\$1,000,000.00
General aggregate	\$2,000,000.00
Medical expenses	\$5,000.00
Personal & Advertising Injury	\$1,000,000.00

D. Excess Liability - Umbrella Form

\$5,000,000.00 minimum per occurrence. The coverage shall be at least as broad as the Commercial General Liability coverage.

In the event of being awarded a contract, I certify I will provide to Royal ISD a valid insurance certificate within ten working days of notification of award, meeting the minimum requirements above. I understand that if this requirement is not met, Royal ISD has the right to rescind the award and grant the contract to the next best Offeror.

Company Name: _____

Printed Name & Title: _____

Signature of Company Official

Date Signed

ADDENDUM 8: Conflict of Interest Questionnaire

Fill out and submit the most recent copy of the Conflict of Interest form CIQ promulgated by the Texas Ethics Commission, which may be found at: <https://ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. 		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

- (A) has 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 member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period 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.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with 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:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

ADDENDUM 9: Certificate of Interested Parties

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

The law applies ([with a few exceptions](#)) only to a contract between a business entity and a governmental entity or state agency that either (1) **requires an action or vote by the governing body of the entity or agency before the contract may be signed** or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Complete instructions and important information can be located from the following link:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

ADDENDUM 10: Proposer/Vendor Certification Forms

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor agree? YES____Initials of Authorized Representative of vendor

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by RISD for any contract resulting from this procurement process.

- (A) **Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended by RISD, RISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (B) above, when federal funds are expended by RISD, RISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. RISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if RISD believes, in its sole

discretion that it is in the best interest of RISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by RISD as of the termination date if the contract is terminated for convenience of RISD. Any award under this procurement process is not exclusive and RISD reserves the right to purchase goods and services from other vendors when it is in the best interest of RISD.

Does vendor agree? YES____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (C) above, when federal funds are expended by RISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (D) above, when federal funds are expended by RISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (E) above, when federal funds are expended by RISD, the vendor certifies that during the term of an award for all contracts by RISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (F) above, when federal funds are expended by RISD, the vendor certifies that during the term of an award for all contracts by RISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES____Initials of Authorized Representative of vendor

- (G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by RISD, the vendor certifies that during the term of an award for all contracts by RISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES____Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by RISD, the vendor certifies that during the term of an award for all contracts by RISD resulting from this procurement process, the vendor certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES____Initials of Authorized Representative of vendor

- (I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by RISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by RISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

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

When federal funds are expended by RISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

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

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY
AND CONSERVATION ACT**

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act.

Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES____Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES____Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____Fax Number: _____

Printed Name & Title of Company Official: _____

Email Address: _____

Signature of Company Official: _____

Date: _____

ADDENDUM 11: Proposed Offer for Onsite Childcare Services RFP # 2026-RISD-CHS-D01

TO: Royal ISD

I, the duly authorized undersigned, having carefully read the contents of the RFP # 2026-RISD-CHS-D01 packet, do hereby tender the following offer of services to provide the child-care services as specified. I understand that the contents of this proposal and the offer are the terms and conditions of the awarded contract beginning August 2026.

1. Annual Membership Fee:

Year 1: \$_____ per student

Anticipated Yearly Membership Increase:_____

2. Proposed Academic Programs:_____

3. Proposed Health Programs:_____

4. Proposed Other Applicable Programs:_____

5. Proposed Other Benefits (*i.e.*, Grant Opportunities): _____

Signature of Company Official Date Signed

Printed Name of Company Official: _____

Official Position: _____