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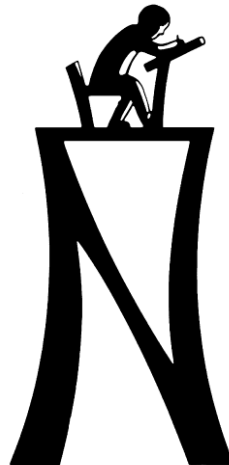
# **REQUEST FOR PROPOSAL**

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## **High School Student Photographs**

**RFP #2018-208**

**Due Date: December 12, 2017 @ 10:30 a.m.**



**NORTHSIDE INDEPENDENT SCHOOL DISTRICT**

George M. Ayala, Director of Purchasing

A handwritten signature in black ink, appearing to read 'GMA'.

607 Richland Hills Drive, Suite 700

San Antonio, Texas 78245

(210) 397-8707

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## Specific Terms & Conditions

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1. Northside Independent School District (“District” or “NISD”) is seeking bids from qualified photographers or photography companies to provide student portraits for yearbook production and for student/parent purchase.
2. All information requested in this bid should be provided; all blanks should be filled-in. Incomplete or partially completed bids are subject to rejection.
3. The contract will be awarded to the company selected by the campus principal and yearbook adviser.
4. The contract will cover a period of one year, beginning February 1, 2019, or date of award, whichever is sooner. Northside reserves the right to extend this contract for three (3) additional one-year terms, with the same terms and conditions if agreeable to both the awarding campus and vendor. Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Northside Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
5. As required in Texas Education Code §44.031(b), in determining to whom to award this contract, the District shall consider: the purchase price, the reputation of the vendor and the vendor’s goods or services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the district’s needs, the vendor’s past relationship with the district, the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the district to acquire the vendor’s goods or services, whether the vendor or the vendor’s ultimate parent company or majority owner: A) has its principal place of business in Texas or B) employs at least 500 persons in Texas and finally, any other relevant factor specifically listed in the request for bids or proposals.
6. **CERTIFICATE OF INTEREST ED PARTIES – FORM 1295:** Effective January 1, 2016 all contracts executed by the Northside ISD Board of Trustees’, regardless of the dollar amount, will require completion of Form 1295 “Certificate of Interested Parties”, per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Additional information can be found at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
7. Northside Independent School District Vendor Verification Forms: All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to be complete the Forms attached to this bid document.
8. The bid prices for underclass and senior pictures will be firm for the 2018-2019 school years. In subsequent years, price increases will be communicated to the yearbook adviser by May 1 for the upcoming academic year.
9. Should the service or the pictures not be of standards desired, or the company does not meet the requirement or conditions specified in the bid, the district and awarding campus reserve the right to cancel any contracts at any time during the contract period. The successful company must notify the district and specified campus of the desire to terminate the contract in writing a minimum of 60 days prior to the end of the current contract year.
10. The successful company must provide a Performance Bond in the amount of \$10,000.00 per school within 30 days after notification of award.

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## Specific Terms & Conditions

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11. The awarding campus reserves the right to accept or reject any and/or all bids, to make awards as they may appear to be advantageous to awarding campus, and to waive all formality in bidding.
12. Transfer or assignment of bid by seller is prohibited.
13. On the space provided on the bid sheet, each company must list three school references of schools of comparative size that can provide information on service and quality of photos.
14. Company **must** furnish examples of their work in both finished senior portraits and underclassmen packages and proofs.
15. The District must have your bid response returned and on file in the Purchasing Department. **Faxed or emailed copies will not be accepted.**

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## Senior Portrait Specifications

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1. A minimum of eight (8) color photographs will be taken of each senior, and proofs shown.
2. Caps, gowns, and tassels in the school colors will be available for those who wish to be photographed in them.
3. A minimum of two (2) of the eight (8) poses will be taken according to the yearbook adviser's specifications as to pose and clothing. The company will provide tuxedos for boys and drapes and pearls for girls upon adviser request.
4. Yearbook images must meet the following specifications:
  - a. Standard size, to be specified by adviser
  - b. Uniform head size, from bottom of chin to hairline
  - c. Uniform background color, density, and texture
  - d. Yearbook images must be properly identified in legible type or print with student's name
  - e. Images must be delivered in alphabetical order
5. All finished portraits will be printed from a retouched high quality image at no extra charge to students.
6. All images must be viewable on line.
7. The successful company will post the NISD dress code in plain sight at the studio and will adhere to all rules specified in the dress code. No yearbook photos may be taken of any student if they are in violation (e.g. prohibited piercings, unnatural hair color, etc.).
8. The successful company will coordinate with the yearbook adviser the time for taking the senior portraits. The company will send appointment letters to each senior, notifying him/her of the time, place and attire for the sitting. The school district will furnish the company with the names and addresses of the seniors.
9. At least two (2) make-up dates must be available for seniors on campus in a location secured by the yearbook adviser.
10. A make-up date must be available for seniors who cannot make the original appointment or for those dissatisfied with proofs during the fourteen days immediately following the campus make-up date. Dates must be such that all yearbook images and/or DVD/CD are in the possession of the yearbook adviser no later than the date specified by the yearbook contract.
11. The company must have a local studio available for student portraits.
12. Within three weeks after senior portraits are taken, proofs, pricing, and ordering information are to be mailed directly to the students' homes or made available for pick-up at a local location. The student should be allowed the first opportunity to select the pose for the yearbook from the poses with the designated attire and within the designated time frame. If the student has not made a selection within a reasonable amount of time, the company may make a pose recommendation, and the yearbook adviser will make the final decision.
13. Senior students will pay a deposit of 50% of the amount of the order at the time of the order. Within eight weeks after the payment of deposit, the complete picture order is to be mailed C.O.D. to student residences or made available for pick up at the local location. If students pay for the complete order at the time of proof selection, pictures are to be mailed prepaid.
14. School personnel will not be involved in handling the orders.
15. Senior students must be completely satisfied with their portraits, or the company will re-take the photos at no additional charge to the student or the entire payment will be refunded.

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## Senior Portrait Specifications

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16. The successful company must have a local or toll free number that seniors may call for information and answers to questions.
17. Photographers may only collect a sitting fee from seniors to cover costs of proofs requested by the student above the eight required photographs.
18. The successful company will pay the yearbook account five dollars (\$5) for every student photographed or 12% of all senior portrait sales, less sales tax, whichever is greater.
19. The company will provide an itemized record of all sales and sittings to verify the amount owed. The report will include the students' names, packages ordered, price, money collected, and commission paid to the yearbook. This report shall accompany the delivery of the commission check(s) to the school.
20. If requested by the adviser, the photographer will provide candid photos to the yearbook staff of prom and graduation and one other school event as designated by the adviser.
21. The photographer will provide group photos of school organizations and prom photos of senior favorites, if requested.
22. At least one economy package must be available for seniors or parents to purchase for a maximum price of twenty-five dollars (\$25).
23. The successful company agrees to purchase a full-page advertisement in the adviser's publication of choice.
24. The commission check for senior portraits should be delivered to the yearbook adviser and no other personnel on campus between June 15<sup>th</sup> and 30<sup>th</sup> and will include commission for portraits purchased up until that time.

**Questions about Bid Process and Bid Specification's contact:  
George M. Ayala, Director of Purchasing  
(210) 397-8707 or [pauline.frisch@nisd.net](mailto:pauline.frisch@nisd.net)**

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## Senior Portrait Bid Sheet

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**A. 8 x 10 inch units of paper, which may consist of the following:**

- 1 each - 8 x 10
- 2 each - 5 x 7
- 4 each - 3 ½ x 5
- 9 each - 2 ½ x 3 (billfold size)
- 18 each - 1 ½ x 2
- 36 each - 5/8 x 7/8

**B. Prices:**

No. of 8 x 10 units -

- 1 = \$ \_\_\_\_\_
- 2 = \$ \_\_\_\_\_
- 3 = \$ \_\_\_\_\_
- 4 = \$ \_\_\_\_\_
- 5 = \$ \_\_\_\_\_
- 6 = \$ \_\_\_\_\_
- 7 = \$ \_\_\_\_\_

**List all packages you will offer, along with pricing, on a separate sheet and attach.**

16 x 20 inch at \$ \_\_\_\_\_ each      \$ \_\_\_\_\_ in addition to other prints

11 x 14 inch at \$ \_\_\_\_\_ each      \$ \_\_\_\_\_ in addition to other prints

Price of proof \$ \_\_\_\_\_ each      \$ \_\_\_\_\_ in addition to other prints

Price for additional poses beyond the eight (8) in the contract: \$ \_\_\_\_\_ per pose  
or \$ \_\_\_\_\_ sitting fee

Photo CD \$ \_\_\_\_\_ each

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## Underclass Portrait Specifications

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1. All finished photographs will be printed on Kodak or comparable paper.
2. Picture packages will be on 8 x 10 units of paper per industry standard.
3. All pictures will be taken digitally.
4. Underclass pictures will be taken in August at campus Prep Days, with two to four photographers and cameras, as designated by the yearbook adviser. Make-up photos will be scheduled in September. No later than October 10<sup>th</sup>, a CD containing the photo of each underclassman and any faculty member, correctly identified, will be delivered to the yearbook adviser.
5. The successful company will familiarize photographers with the NISD dress code and will not photograph students whose appearances do not meet the dress code (e.g. prohibited piercings, unnatural hair color, spaghetti straps and halter tops, etc.).
6. The successful company must use a pre-paid program for underclass photographs. Every student who wishes to purchase a package will bring money the day photos are taken. If a student does not want to purchase photographs, then a photograph will be taken for the yearbook at no charge to the student.
7. All underclass packages will be delivered to the yearbook adviser in alphabetical order by grade.
8. If students are dissatisfied with their photographs for any reasonable cause, they can return their packages and have the pictures retaken at no extra charge. Therefore, picture packages must be delivered at least one week prior to the scheduled retake date. If after retakes a student is still dissatisfied, he/she may return the package for a refund of money.
9. All student refunds are mailed directly to the student's residence.
10. The successful company must have sufficient photography and clerical staff and equipment necessary to photograph each class, collect money, and record the name and grade level of each student at Prep Days.
11. The successful company will deliver flyers with package contents and prices to the school in time for mailing before Prep Days. Mailings relating to yearbook photographs should also indicate that students must meet the dress code or their pictures will not be featured in the yearbook.
12. The successful company must offer each student at least three picture package choices.
13. The successful company must pay to the yearbook account 35% of the total gross sales, excluding sales taxes. This includes revenue generated during photo make-up days. A composite report showing the number of each package sold (to include the commission) will be provided to the adviser no later than three (3) weeks following the last photo make-up day. This sales and service report is a requirement of this contract and will be delivered when the check is delivered to the adviser. The check must be delivered to the yearbook adviser no later than November 30<sup>th</sup>.
14. The successful company will provide each faculty member with a free photo package and will include faculty portraits on the underclass CD.
15. The successful company agrees to purchase a full-page advertisement in the adviser's publication of choice.

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**Underclass Portrait Bid Sheet**

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**A. Packages will be made up of 8 x 10 inch units of paper, which may consist of the following:**

- 2 each - 5 x 7
- 18 each - 1 ½ x 2 (billfold)
- 9 each - 2 ½ x 3 (billfold)

**B. Bidder may list any other available combinations of 8 x 10 paper.**

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**C. Prices:**

No. of 8 x 10 units

1 = \$ \_\_\_\_\_

2 = \$ \_\_\_\_\_

3 = \$ \_\_\_\_\_

4 = \$ \_\_\_\_\_

Photo CD \$ \_\_\_\_\_ each copy

**List all packages you will offer, along with pricing, on a separate sheet and attach.**



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## References

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Provide the name, address, telephone number and contact name for any 4A or 5A school which has knowledge of the type of service and quality of photographs that will be furnished by your company:

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School Name

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Contact Name and Title

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E-mail Address

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Phone

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School Name

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Contact Name and Title

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E-mail Address

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Phone

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School Name

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Contact Name and Title

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E-mail Address

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Phone

## Company Information

**Company:** \_\_\_\_\_

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**Signature of person responsible for bid**

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**Title**

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**Address**

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**City, State & Zip Code**

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**Phone Number & Fax Number**

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**Order Email Address**

**Acknowledge receipt of attached specifications:** \_\_\_\_\_

## Instructions to School District Contractors Regarding Criminal History Background Searches under Senate Bill 9

Senate Bill 9 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau  
Texas Department of Public Safety  
Crime Records Service  
P. O. Box 149322  
Austin, Texas 78714-9322  
Email: [FACT@txdps.state.tx.us](mailto:FACT@txdps.state.tx.us)  
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

Company Name  
Company Address  
Company Phone  
Name of Company point of contact  
Phone of Company point of contact  
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

**PLEASE NOTE:** After you sign the DPS User Agreement for FACT, DPS will provide you with a revised *FAST Fingerprint Pass* that you will have to provide to your employees and applicants. Your employees and applicants will use that *FAST Fingerprint Pass* when scheduling their FAST fingerprinting.

### Criminal History Background Searches Under Senate Bill 9

The Contractor shall be responsible for compliance with all required provisions of Senate Bill 9 at no additional cost to the Owner. Senate Bill 9 requires finger printing, background checks and registration through the Texas Department of Public Safety (DPS) of all employees of the Contractor, Subcontractors, and material and/or any other type suppliers who may enter any site where Northside ISD students are or may be attending classes, or where students are on or may be on the site for any school purpose.

All inquiries related to compliance with Senate Bill 9 shall be forwarded to:

Employee Relations Officer  
Northside Independent School District  
210-397-8808

The Contractor shall be responsible for all costs related to compliance with Senate Bill 9 and include those costs within its proposal. Employees of the Contractor shall not be permitted to access the site and begin work until such time as all provisions of Senate Bill 9 for each employee have been satisfied.

## Senate Bill 9 Contractor Certification Contractor Employees

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

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

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

On behalf of \_\_\_\_\_ (“Contractor”), I certify that [check one]:

None of Contractor’s employees are covered employees, as defined above.

Or

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

(1) In the event Contractor is awarded this contract with the District, Contractor shall obtain all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees that have a disqualifying conviction shall be used to carry out the duties required of this contract. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students

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

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

Noncompliance by Contractor with this certification may be grounds for contract termination.

Name: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## MINIMAL ESSENTIAL COVENANTS

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1. Northside Independent School District (Northside) considers cash discounts or discounts for prompt payment when evaluating bids (For example, 2% 10, Net 30 or 1% 15, Net 30).
2. When a brand name is used, it is for the purpose of establishing quality. Although certain manufacturer brand names and numbers may be specified, alternates can be considered at District's discretion. The bidder/proposer, by bidding an alternate, warrants that products being bid meet or exceed all stated specifications. When an alternate is bid, bidder/proposer must furnish complete and descriptive literature on item(s) bid. If an alternate is bid and descriptive literature is not included, the bid may be considered invalid and rejected.
3. The District reserves the right to **reject any and/or all bids** and to make awards on the individual items as they may appear to be most advantages to the District, to include award of different items to different vendors, and to waive all formalities in bidding.
4. The term "As Specified" or "A/S" will not be accepted. If bidding on a make or model other than specified, bidder/proposer is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.
5. The bid is a firm offer which shall be irrevocable and open for acceptance for \_\_\_\_\_calendar days (60 calendar days unless otherwise specified) from the date set for submission of bids. A 60 day minimum is usually required for School Board approval.
6. Bids received after the due date and time specified **will not** be considered.
7. When a bid is not returned, the vendor's name is removed from the bidder list for this commodity.
8. Questions in regard to this bid must be submitted to the Director of Purchasing for clarification 10 days prior to bid opening.
9. Payment: Payment terms will be Net 30 after acceptance of delivery of goods or services.
10. Bidder/proposer hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Northside or its Board of Trustees.
11. Any contract resulting from this solicitation shall be construed under and in accordance with the laws of the State of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this solicitation shall be heard and determined in the City of San Antonio, Bexar County, Texas.
12. Renewal, if applicable, of resulting Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Northside Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
13. All expenses resulting from preparation and responding to this bid/proposal shall be the sole responsibility of the bidder/proposer and not reimbursable. This provision includes, but is not limited to, bid bonds, performance and payment bonds, reproduction (copy) services, etc.
14. All purchases made as a result of this solicitation shall be delivered FOB: Inside Delivery at no additional charge to the District.
15. Contact, either directly or indirectly, between bidders/proposers and District staff, including the District Board of Trustees, other than those in the Purchasing Department during the bidding process or evaluation process is prohibited. Any attempt by a bidder/proposer to contact District staff outside the Purchasing Department may result in disqualification.
16. The District utilizes Electronic Funds Transfer (EFT) to pay for goods and services. Vendors awarded a contract as a result of this solicitation will be required to provide appropriate banking information to receive payment.
17. A Vendor awarded a Contract as a result of this solicitation shall defend, indemnify, and save whole and harmless Northside Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Vendor or any agent, employee, subcontractor or supplier of Vendor in the execution or performance of this Contract. The Vendor shall also defend and indemnify the Northside Independent School District against claims by any subcontractor, supplier, laborer, materialman or mechanic for payment for work or materials provided on behalf of the Vendor in the performance of the services contemplated herein, and all such claimants shall look solely to the Vendor and not Northside Independent School District for satisfaction of such claims.

**NORTHSIDE ISD  
VENDOR CERTIFICATION FORMS**

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**FELONY CONVICTION NOTIFICATION**

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Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, 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 for services performed before the termination of the contract.”

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

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**A person or business entity entering into a contract and/or agreement with NISD is required by the New Government Code Statute §2252.908, to complete Form 1295 “Certificate of Interested Parties”. This form must be submitted online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) . Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, then signed and submitted along with the bid/quote/proposal document(s). If Form 1295 is not submitted along with your bid/quote/proposal response, your response may be considered “non-responsive” and may be disqualified.**

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

Or

Is publicly traded business entity, including a wholly owned subsidiary of the business entity.

\_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION**

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**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

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**CERTIFICATION OF COMPLIANCE WITH HOUSE BILL 89**

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Vendor certifies that is in compliance with all applicable provisions of the House Bill 89. Purchases made in accordance under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 must comply with the following:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Northside Independent School District.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 Northside ISD, Northside ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree to abide by the above?

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 Northside ISD 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 sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

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



- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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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

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**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: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_