Please BID the following no later than 2:00pm, April 24, 2018.

NORTHSIDE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
607 Richland Hills Drive, Suite 700
San Antonio, Texas 78245
(210) 397-8707

March 21, 2018

SEAL BID

Sealed Bids to be marked Bid #2018-087

Price - F.O.B. - Destination
(Price must be extended)

ARTICLES AND DESCRIPTION

Northside Independent School District is receiving sealed bid proposals for Spirit Uniforms for Stevens High School, Bid #2018-087 as per the attached specifications. Bids will be accepted at the office of the Director of Purchasing, 607 Richland Hills Drive, Suite 700, San Antonio, TX 78245, until 2:00pm., CDT, April 24, 2018, at which time they will be opened and tabulated for School Board approval. Bidders are invited to be present for the bid opening.

It is not the policy of Northside Independent School District to purchase on the basis of low bids alone, “Best Value” being the controlling factor. The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code §44.031(b).

All proposals shall include the cost of transportation to various locations within Northside Independent School District, San Antonio, Texas. Any exceptions to or deviations from this, or any other terms and conditions listed in this bid, must be stated in writing and attached to this bid at the time of the bid opening.

Bidders must fill in all blanks on items being bid, for example Bidder’s Brand Name and Model Number, Unit Price and Total Price. The above information must be clear and concise. Unit Price and Total Columns must be figured correctly (if applicable) by the bidder or bid may be rejected. This bid form must be used and all bids are to be signed below. Original signature required. Failure to follow these instructions could be cause for the bid not to be accepted.

To insure proper receipt of bid response, please include Company Name, Bid Number and Bid Name on the outside of the delivery envelope or package.

NOTE: Use this form. If necessary to go into detail, attach a letter. Exclude Federal & State Tax. The right is reserved to accept or reject bids on each item separately or as a whole.

By: George M. Ayala, Director of Purchasing

Delivery Date *A.R.O: _______________________ *
*After Receipt of Order

Discount/ Payment Terms: ___________________

Signature: __________________________
(Original signature)

Name: __________________________
Type or Print

Title: __________________________

Telephone: _______________________

Fax: __________________________

Email: __________________________

*****************************************************************************************
This Bid is a firm offer which shall be irrevocable and open for acceptance for ______ calendar days (60 calendar days unless otherwise specified) from the day set for submission of bids. When no bid is returned, the vendor is removed from our vendor list.
General Specifications

Northside Independent School District is requesting sealed bids for the purchase of Spirit Uniforms for Cheerleaders, Dance Team and Pep Squad for Stevens High School. **Bidder is required to present a sample uniform**, according to specifications, prior to time of bid opening. Complete uniform sample must be submitted before **Tuesday, April 24, 2018**.

Please send all samples to:  
Stevens High School  
Attention: Katherine Causey  
600 Ellison N.  
San Antonio, TX 78251  

Bids will be accepted until 2:00pm, CDT, Tuesday, April 24, 2018 at the office of:  
Northside Support Services Center  
George M. Ayala, Director of Purchasing  
607 Richland Hills Dr. Ste 700  
San Antonio, TX 78245

**Quantities will be ordered as needed.** Quantities indicated are District’s “best guess” and may increase or decrease based upon actual requirements.

**Awarded bidder must be available for fittings; dates will be coordinated with sponsors.**

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.  
**Delivery of the uniforms MUST be on or before Friday, July 13, 2018**

Successful bidder should deliver uniforms to:  
Stevens High School  
Attention: Katherine Causey  
600 Ellison N.  
San Antonio, TX 78251

**Questions Regarding Bid Process Contact:**
George M. Ayala, Director of Purchasing  
amanda-1.flores@nisd.net or 210-397-8845
UNIFORM SPECIFICATIONS

STEVENS HIGH SCHOOL
Cheer Uniform
Estimated Quantity: 30

TOP:

- MotionFLEX shell or like material
- Additional length waist must be available
- Custom logo in center – fit to space
- White panel
- 1” black trim below logo
- Red center behind logo
- ¼” black piping/trim lining to match skirt lining (black binding)
- On back – black trimming/pipeline to match the front of uniform, in white 1” lettering “SHS” on red space in back of uniform
SKIRT:
- MotionFLEX White skirt or like material
- Built in black boy-cut briefs, MotionFLEX or like material
- 2” red lining at bottom of skirt
- ¼” piping/trim lining black on skirt
- Additional length to skirt must be available

All of the following applies to all uniform specifications:
- Color match guarantee on uniform, lettering and body liner must be available for 7 years
- Company must agree that length can be added to both shell and skirt for no additional charge
- Successful vendor will come to campus and size each individual
- Sales representative must be available for any questions or concerns and be able to assist in person
- Fill-ins are guaranteed for up to 7 years with no minimum requirements. If item has been discontinued, item will be made as custom garment with no additional charge
- Product is guaranteed to satisfaction

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UNIFORM SPECIFICATIONS

STEVENS HIGH SCHOOL
Pep Squad Uniform
Estimated Quantity: 125

TOP
- Black, Scarlet and White hip length top in motionflex or like material
- Chest part of top white with black lower body.
- Inset panels are scarlet with white binding.
- 2” scarlet panels shown
- Lettering is coated fabric 3 layers: black, white and scarlet saying SHS 3” block style centered on chest

SKIRT
- Black, Scarlet and White waist skirt in motionflex or like material
- Uniform double stitched
- Skirt has built in black motionflex boycut briefs to ensure best fit and coverage

All of the following applies to all uniform specifications:
- Top and skirt are available in all adult sizes with option to add length to each
- Available in sizes XS-3XL with add on length up to 4 inches to hems
- No additional charge for larger sizes
- 7 year fill in guarantee. If item has been discontinued, item will be made as custom garment with no additional charge.
- Successful vendor will come to campus and size each individual
- Sales representative must be available for any questions or concerns and be able to assist in person
- Product is guaranteed to satisfaction. Representative must be available soon after awarded for fittings.
- No minimum order requirement
# BID SHEET

## ITEMS AND QUANTITIES

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Cheer Uniform, as specified</td>
<td></td>
<td></td>
</tr>
<tr>
<td>125</td>
<td>Pep Squad Uniform, as specified</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**

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**Vendor Must Provide the Following Information:**

Is the principal place of business for your company in the State of Texas? Yes ___ No ___

Does your company employ at least 500 people in the State of Texas? Yes ___ No ___

**SPRIT UNIFORMS FOR STEVEMS HIGH SCHOOL PROPOSAL OF:**

Company: ________________________________

Signature: ________________________________

(Original signature)

Name: ____________________________ Title: ____________________________

(Type or Print)

Address: ________________________________

City/State: ____________________________ Zip Code: ____________________________

Phone: ____________________________ Fax: ____________________________ Date: ____________________________

Email: ________________________________

Web site: ________________________________

Comment: ________________________________
MINIMAL ESSENTIAL COVENANTS

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 advantageous 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 theVendor and not Northside Independent School District for satisfaction of such claims.

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FELONY CONVICTION NOTIFICATION

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

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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. 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

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
CERTIFICATION OF COMPLIANCE WITH HOUSE BILL 89

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

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 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

(A) 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

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

(C) 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

(D) 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

(E) 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

(F) 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

(G) 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
(H) 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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

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

Vendor’s Name/Company Name: ______________________________________________________

Address, City, State, and Zip Code: __________________________________________________

Phone Number: _____________________________   Fax Number: ____________________________

Printed Name and Title of Authorized Representative: _______________________________________

Email Address: ______________________________________________________________________

Signature of Authorized Representative: ________________________________________________

Date: ___________________________ Federal Tax ID #_____________________________________