

**TULOSO-MIDWAY INDEPENDENT SCHOOL
DISTRICT REQUEST FOR PROPOSALS
RFP#23-005 - MARKETING &
COMMUNICATION SERVICES**

The Tulo-so-Midway Independent School District ("District") is soliciting proposals from qualified vendors for Marketing & Communication Services. Persons or entities submitting proposals are referred to herein as "Vendor(s)" and responses to this RFP are referred herein as "Proposals."

PROPOSALS MUST BE RECEIVED NO LATER THAN

PROPOSALS MUST BE SUBMITTED ON THE PROPOSAL FORM ATTACHED AS EXHIBIT "A". THIS RFP CONTAINS REQUIRED TERMS AND DESCRIPTIVE INFORMATION ABOUT THE SERVICES. RESPONSES NOT MADE AS SET FORTH TN THE RFP MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

Vendor(s) shall submit one (1) original and three (3) copies of the Proposal. The District will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (email). Any Proposal received after such time will not be considered and will be returned unopened.

Proposals shall be addressed to and received by:

Philip Carroll
Deputy Superintendent
Tuloso-Midway Independent School
9760 La Branch
Corpus Christi, Texas 78410

Proposal envelopes must be plainly marked on the outside with the Vendor(s) name and address and the following:

**SEALED PROPOSAL - DO NOT OPEN
Tuloso-Midway Independent School District: RFP#23-05-Marketing &
Communication Services DUE AT 3:00pm August 22, 2023.**

BACKGROUND:

Tuloso-Midway ISD is a K-12 public school district in Nueces County serving a student enrollment of over 3,600. The district currently consists of five campuses and multiple administrative sites. The intention of this Request for Proposal (RFP) is to solicit proposals for Marketing & Communication Services.

DEMONSTRATIONS/INTERVIEWS:

The Evaluation Committee will review submissions and reserve the right to create a short list of vendors based on the factors used to evaluate proposals. Product Demonstrations/Interviews may be scheduled with the short-list vendors. The District reserves the right to use the same weight factors for Product Demonstrations/Interviews as in the Evaluation Criteria or adapt new factors.

SPECIAL NOTE:

Please be reminded that all District campuses and departments are tobacco, drug, and weapon free facilities. Vendors are responsible for the conduct of their employees and adherence to District building policies. No work shall interfere with school or system activities or environment unless permission is given by the District.

GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS:

This solicitation shall be governed by the documents incorporated herein as well as the general provisions posted on the District website. A copy may be obtained at [Departments - Purchasing - Current Bids, RFP's & RFQ's \(tmisd.us\)](http://Departments - Purchasing - Current Bids, RFP's & RFQ's (tmisd.us)) or by contacting the Tuloso-Midway ISD Business Department for this solicitation.

The contract period for this RFP shall be for a maximum of **3 years**.

Any exception to the terms and conditions must be outlined under the **Proposal Exemptions**.

If proposers have Contract Documents that they expect the District to execute, those forms must be submitted with the proposal.

The District reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a proposal, advertise for a new proposal or make the purchase on the open market if the price or services can be obtained at a better price.

Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be outlined under the Proposal Exemptions as part of the Proposal. Each Vendor, by submitting its proposal, represents that the Vendor has read, understands, and agrees with the RFP terms and the Agreement, excluding any exception specifically made by the Vendor and outlined under the Proposal Exemptions.

SPECIAL TERMS AND CONDITIONS:

1. All deliveries/services shall be marked with the proper District purchase order number. Any item received without a purchase order number may be returned to the vendor at their expense. Invoice numbers are unacceptable.
2. Two or more purchase orders shall not be combined in one package. All purchase orders must be boxed separately.
3. The District prefers that orders be shipped complete rather than partial, if applicable. Therefore, there shall not be more than three (3) shipments to complete any purchase orders. Shipments from two (2) or more locations at similar time periods will be considered as one shipment. Split shipments shall be indicated on the packing slip.
4. When multiple purchase orders are shipped, the District receiving clerks shall sign only the vendor/shipper manifest which should contain the total amount of containers and the total listing of purchase order numbers. One signature shall be required and not one signature per purchase order.
5. There shall be no substitutes of any item without prior approval from the District Business Office and indicated on the packing slip.
6. All items shall be new and unused.
7. Items with an expiration date, earlier than one (1) year from date of shipment are unacceptable and will be returned at vendor's expense.
8. All items are delivered F.O.B to the District location indicated on the purchase order.
9. Successful bidder must furnish current material safety data sheet for any items containing any element, chemical compound or mixture of elements that is a physical hazard or health hazard as defined by federal regulations (if applicable)
10. Invoicing:
 - Invoices should be submitted showing an itemized description of the products delivered.
 - Each invoice shall reflect the agreed upon pricing
 - Invoices shall reference the purchase order number and the campus/department placing the order.
 - Invoices shall indicate back-order, cancellations, and substitutions.
 - Invoices shall be sent to the Business Office

INSTRUCTIONS TO VENDORS:

1. **PROPOSAL FORM:** The Proposal Form attached as Exhibit A must be filed out and signed by the Vendor.

2. CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFP that materially affects or changes its requirements will be issued by the District as an addendum. It is the responsibility of all Vendors to obtain this information in a timely manner. All such addenda issued by the District before the Proposals are due are part of the RFP, and Vendors shall acknowledge receipt of and incorporate each addendum in its Proposal. The district will consider only those clarifications and interpretations that Vendors submit five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the district and should not be relied on in preparing Proposals.

3. TIME: Vendor agrees to hold the Proposal open for acceptance for thirty (30) days from the Proposal date.

4. WITHDRAWAL OF PROPOSALS: Vendors may request permission to withdraw a Proposal prior to the actual time for Proposal opening. Such request must be made in person or in writing at the same location designated to receive the Proposal. The District will return the Proposal documents unopened at that time.

5. WAIVER: By submitting a Proposal, each Vendors agrees to waive any claim it has or may have against the District, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal documents; acceptance or rejection of any Proposal; and award of the Proposal. The District shall have no contractual obligation to any Vendor, nor will any Vendor have any property interest or other right in the Proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Vendor have been fulfilled by the Vendor.

6. OTHER INFORMATION: The District believes the information included in this RFP is materially accurate, however, the District does not warrant this information to be free from errors or omissions.

7. POINT-OF-CONTACT: The District designates the following person, as its representative and Point-of-Contact for this RFP. Vendors shall restrict all contact with the District and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person:

Philip Carroll
Deputy Superintendent
Tuloso-Midway Independent School District
9760 La Branch
Corpus Christi, Texas 78410
Phone: (361) 903-6411
Email: pcarroll@tmisd.us

9. NON-CONTACT: The Vendors, or any agent or representative of Vendors, shall not undertake any contact, activities or actions to promote or advertise their qualifications or Proposal to any member of the District's Board of Trustees, the District's Administration or their respective

staff persons, except as specifically requested in writing by the District, at any time between the date of submission of the RFP and the date of award of the Contract Documents by the District's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Vendors.

10. PUBLIC INFORMATION: The District fully complies with the Texas Public Information Act, Texas Government Code Chapter 552. During the course of the selection process, RFP responses are exempt from disclosure to the public under the Texas Public Information Act. The submitted Proposals will, upon the award of the contract, become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you provide in your Proposal may contain commercial or financial information which you consider privileged or confidential, or may be of a nature which you believe may cause substantial competitive harm to your business if disclosed by the District to a third-party, even after the award. You may be entitled to protect this information at the time a request is made for disclosure; however, you will need to consult your legal counsel to assure that this type of information, if included in your Proposal, is properly marked as confidential prior to submission. Wholesale marking of your entire Proposal "Confidential" or "Proprietary" will not be effective. In the event information from your Proposal is requested, the District will use its best efforts to notify the Vendor of such request, but will have no duty to assert any claim to the Attorney General regarding that the Proposal or any parts of the Proposal are not subject to disclosure under the Act.

11. CONFLICT OF INTEREST QUESTIONNAIRE. Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District shall file a completed Conflict of Interest Questionnaire (CIQ) with District. Complete, sign and submit the CIQ as part of your response to a Request for Proposals.

12. FELONY CONVICTION NOTIFICATION. Complete, sign and submit the Felony Conviction Notification Form attached hereto as Exhibit "E".

13. NON-COLLUSION AFFIDAVIT. Complete, sign and submit the Non-Collusion Affidavit attached hereto as Exhibit "F".

14. THE VENDOR MUST SUBMIT THE FOLLOWING ITEMS:

- Proposal Submission Form/Company Detailed Description of Services - **Exhibit A**
- Federal Terms and Conditions -**Exhibit B**
- EDGAR Certifications - **Exhibit C**
- 1295 Form -- Complete on <https://www.ethics.state.tx.us>
- Conflict of Interest Questionnaire -- **Exhibit D**
- Felony Conviction Notification - **Exhibit E**
- Non-Collusion Affidavit - **Exhibit F**
- Signature Page and Declaration of Compliance - **Exhibit G**

SCOPE OF WORK:

The District is seeking qualified vendors to provide “Marketing & Communication Services” that will meet the needs of the District. This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal’s content or exclude any relevant or essential data. Vendors are at liberty and are encouraged to expand upon the specifications to evidence product capabilities.

The scope of work should include one (1) or more of the following service elements:

- Comprehensive marketing plan development
- Internal and external research and analysis
- Development of identity and branding packages for various projects and initiatives, including school bond elections, and for targeted audiences
- Development of outreach strategies for purposes of informing and educating district stakeholders
- Creative strategy and content development including scriptwriting, copywriting, digital content, creative direction, videography, and video production
- Production of various materials including branded presentation templates, reports, brochures, infographics, mailers, graphic design, etc.
- Social media strategy
- Website content development
- Media planning and placement (paid media)
- Press/media relations strategy and support
- Community engagement support

The DISTRICT is seeking qualified vendors to provide services for one (1) or more of the service elements outlined in the RFP. Vendor(s) shall respond only to the service element(s) vendor possesses the capabilities to perform and available resource.

Vendors shall include literature and other documents to support their abilities to perform the tasks associated with the proposed services. Samples of supporting documents shall include, but are not limited to the following:

- Corporate and organizational structure
- Project Team Composition
- References: Provide information regarding **three (3)** school district clients, other than the District, to whom you have provided similar Goods or Services to the ones requested in this RFP or with whom you have worked on projects of similar size and scope to the one for which services are requested in this RFP. For each, provide name, address and telephone number of contact person for these references that may be contacted regarding the quality of you service and your qualifications.
- Experience Overview: Provide a synopsis of vendor’s relevant experience in providing communications and marketing services to local entities with similar challenges and/or stakeholders.

Vendor(s) shall respond only to the categories vendor possesses the capabilities to perform and available resources.

- Providing professional and effective communication services
- Producing quality graphic design and copywriting
- Devise, implement, and coordinate marketing campaigns and promotions
- Develop, implement, monitor, and adjust media strategies while working within a modest budget to promote programs, events, and initiatives
- Coordinate with multiple parties to meet deadlines

EVALUATION CRITERIA:

The award of this contract will not be made solely on price. Rather, the District's award will be made on the basis of "best value," considering all applicable mandatory evaluation factors listed in Texas Education Code Section 44.031(b). Pricing may be provided in the form of hourly rates, time and materials pricing, or applicable unit pricing. Proposer should submit pricing in the format provided herein. Each proposer's pricing structure will be evaluated for reasonableness relative to the goods and services offered by each proposer. All pricing is subject to negotiation by the District. Proposal shall be evaluated using the evaluation criteria listed below. The District reserves the right to award contract as best meets the District's needs such as per section, by line items, group, single, dual, or multiple award.

Criteria #	Criteria Description	Weighted Value
1.	The purchase price.	30%
2.	The reputation of the Proposer and of the Proposer's goods or services.	5%
3.	The quality of the Proposer's goods or services.	15%
4.	The extent to which the goods or services meet the District's needs.	20%
5.	The Proposer's past relationship with the District.	5%
6.	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses.	5%
7.	The total long-term cost to the District to acquire the Proposer's goods or services.	10%
8.	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state.	0%
9.	Any other relevant factor specifically listed in the RFP.	10%
	Total	100%

**EXHIBIT A
IDENTIFICATION OF VENDOR
AND ACCEPTANCE OF TERMS**

IMPORTANT: A Proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Vendor agrees to strictly abide by the terms, conditions, representations and specifications set out in the RFP.

Entity, Company or Firm Name: _____

Contact Person: _____

Address: _____

Telephone #: _____

Fax: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

1. PROPOSAL AMOUNT: \$ _____

_____ DOLLARS.

2. ADDENDA

Undersigned acknowledges receipt of Addenda Nos. (if any):

EXHIBIT B
Federal Terms and Conditions
Education Department General Administrative Regulations (EDGAR)
Contracts Under Federal Awards
Terms and Conditions

Pursuant to 2 CFR § 200.326, all contracts, including small purchases, awarded by Tuloso-Midway Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions:

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

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

- (B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when the DISTRICT expends federal funds, the DISTRICT 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. The DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT'S best interest.

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract"

in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 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 C.F.R. 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 C.F.R. 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 the DISTRICT expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 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 C.F.R. 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 halftimes 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 the DISTRICT expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the DISTRICT resulting from this procurement process.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting

from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

- (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 the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

- (H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (*see* 2 C.F.R. 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 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain 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 the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000.00 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 District, Vendor certifies that during the term and after the awarded term of an award for all contracts by District 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.
- (J) Contract Cost and Price - §200.323. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts

under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

- (K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - §200.216. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 section 889, covered telecommunications equipment i telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional

information. See also §200.471.

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

- (L) Domestic Preferences for Procurements - §200.322. (a) As appropriate and to the extent consistent with law the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, the DISTRICT has a preference for goods, products, or materials produced in the United States when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

- (M) Procurement of Recovered Materials. For all contracts greater than \$10,000.00, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and any implementing regulations where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 includes (1) procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c) (3) (A) (i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

- (N) Small, Minority, Women's Business Enterprises, and Labor Surplus Affirmative Steps. If any subcontracts are to be let by the Contractor, Contractor will be required to shall take affirmative steps to encourage participation by and facilitate contracting with small and minority businesses, women's business enterprises and labor surplus area business firms as set out in 2 C.F.R. 200.321. The affirmative steps include the following: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

- (O) Records Retention Requirements for Contracts Involving Federal Funds. When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it 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.

- (P) Equal Employment Statement. It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race,

color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

(Q) Certification of Access to Records - 2 C.F.R. § 200.336. Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

(R) Copyright. All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.

(S) Certification of Compliance with the Energy Policy and Conservation Act. When DISTRICT expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

(T) Certification of Compliance with Buy America Provisions. DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending

federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

(U) For all professional services contracts paid with federal funds, the contract contains the following provisions:

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.
5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

(V) Applicability to Subcontractors. Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

(W) The Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as

amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.

4. Section 504 of the Rehabilitation Act of 1973 as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. Buy America Act: DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-25.2).
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
12. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
13. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
14. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

EXHIBIT C
EDGAR Certifications

The following certifications and provisions are required and shall apply when Tuloso-Midway Independent School District ("District") expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's Contractors and subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. **Accordingly, the parties agree that the following terms and conditions apply to the contract between the District and the Proposer in all situations where Proposer has been paid or will be paid with federal funds, and you must complete and return this form and return it to the District along with your proposal:**

CERTIFICATIONS FOR NON-FEDERAL ENTITY CONTRACTS
REQUIRED BY APPENDIX II TO 2 CFR PART 200 (EDGAR)

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

Pursuant to Federal Rule (A) above, when the District expends federal funds, the District 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 Proposer agree? YES _____Initials of Authorized Representative of Proposer

(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 District expends federal funds, District 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 Proposer in the event Proposer 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. District also reserves the right to terminate the contract immediately, with written notice to Proposer, for convenience, if District believes, in its sole discretion that it is in the best interest of District to do so. Proposer will be compensated for work performed and accepted and goods accepted by District as of the termination date if the contract is terminated for convenience of District. Any award under this procurement process is not exclusive and District reserves the right to purchase goods and services from other Proposers when it is in District best interest.

Does Proposer agree? YES _____Initials of Authorized Representative of Proposer

(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 District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Proposer agree to abide by the above? YES _____Initials of Authorized Representative of Proposer

(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 District expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Proposer will be in compliance with all applicable Davis-Bacon Act provisions.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

(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 District expends federal funds, Proposer certifies that Proposer will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by District resulting from this procurement process.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

(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 District, Proposer certifies that during the term of an award for all contracts by District resulting from this procurement process, Proposer agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

(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 District, Proposer certifies that during the term of an award for all contracts by District resulting from this procurement process, Proposer agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Proposer agree? YES _____Initials of Authorized Representative of Proposer

(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 District, Proposer certifies that during the term of an award for all contracts by District resulting from this procurement process, Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Proposer agree? YES _____Initials of Authorized Representative of Proposer

(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 District, Proposer certifies that during the term and after the awarded term of an award for all contracts by District resulting from this procurement process, the Proposer 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 Proposer agree? YES _____Initials of Authorized Representative of Proposer

(J) §200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

Does Proposer agree? YES _____Initials of Authorized Representative of Proposer

(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

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

Does Proposer agree? YES _____Initials of Authorized Representative of Proposer

(L) §200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but

not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, District has a preference for goods, products, or materials produced in the United when spending federal funds. Proposer agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

PROCUREMENT OF RECOVERED MATERIALS

Procurement of Recovered Materials - When federal funds are expended, DISTRICT and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Proposer certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by District for any contract resulting from this procurement process, Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Proposer further certifies that it 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 Proposer agree? YES _____ Initials of Authorized Representative of Proposer

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When District expends federal funds for any contract resulting from this procurement process, Proposer certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Proposer will not

discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Proposer further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

District has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Proposer certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

CERTIFICATION OF ACCESS TO RECORDS- 2 C.F.R. § 200.336

Proposer agrees that the District or any of its duly authorized representatives shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Proposer agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing tenns and conditions.

Does Proposer agree? YES _____ Initials of Authorized Representative of Proposer

PROPOSER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT PROPOSER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Proposer's 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: _____

**EXHIBIT D
CONFLICT OF INTEREST QUESTIONNAIRE**

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor doing business with local governmental entity</p>		<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p>OFFICE USE ONLY</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		<p>Date Received</p>
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>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.</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

EXHIBIT E
FELONY CONVICTION NOTIFICATION

The 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 is not required of a Publicly-Held Corporation.

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

Vendor's Business Name _____

Authorized Company Official's Name (Printed) _____

A. My firm is a publicly-held, stock-exchange corporation; therefore this requirement is not applicable.

Signature of Company Official: _____

Date Signed: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

Date Signed: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (printed name and general description of type of felony or felonies):

1. _____

2. _____

3. _____

4. _____

Signature of Company Official: _____

Date Signed: _____

EXHIBIT F
NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says this:

(1) He/She is _____ of _____
(a partner or officer) (the firm of, etc.)
the Vendor who has submitted the attached Proposal.

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) The Proposal is genuine and is not a collusive or sham response.

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with another Vendor, firm or person, to submit a collusive or sham. Response in connection with the Contract Documents for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract Documents, or has in any manner, directly or indirectly, sought by agreement or collusion, or communication or conferences, with any other Vendor, firm or person to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the District or any person interested in the proposed Contract Documents; and,

(5) The price or prices which are offered in connection with this Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Vendor's Business Name): _____

(Vendor's Representative Signature) _____

(Vendor's Representative Title) _____

EXHIBIT G
Signature Page and Declaration of Compliance

Check () the box that indicates business structure of Offeror.

_____ Individual/Sole Proprietorship ___ Partnership or Joint Venture ___ Corporation ___ Other
Entity (State Type)_____

The undersigned certifies that (s)he is _____(title) of the Offeror entity named below; that (s)he is authorized to sign this Proposal (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Offeror, if awarded, and that the I I-digit Comptrol1er's Taxpayer Number for the entity, if any, is:

11-digit Comptrol1er's Taxpayer Number

Employer Identification No.

Offeror Organization Name

By: _____

Printed Name: _____

Title: _____

By: _____

(If Offeror is a Joint Venture, an authorized signature from a representative of each party is required.)

Printed Name: _____

Title: _____

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Proposals, on which our Proposal is submitted with full knowledge of the requirements and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Proposals.

By signing and executing this Proposal, I further certify on behalf of my organization and represent to the Tuloso-Midway Independent School District that Offeror has not offered, conferred or agreed to confer any pecuniary benefit, as defined by **TEXAS PENAL CODE ANN.§ 218**, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this Proposal; the Offeror also certifies and represents that Offeror has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient=s decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Offeror certifies and represents that Offeror has neither coerced nor attempted to

influence the exercise of discretion by any officer, trustee, agent or employee of the Tulo-Midway Independent School District concerning this Proposal on the basis of any consideration not authorized by law; the Offeror also certifies and represents that Offeror has not received any information not available to other Offeror so as to give the undersigned a preferential advantage with respect to this proposal; the Offeror further certifies and represents that Offeror has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Offeror will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Tulo-Midway Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this Proposal; the Offeror certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Tulo-Midway Independent School District in connection with information regarding this Proposal, the submission of this Proposal, the award or performance of a contract in connection with this RFP.