



Lawn and Landscape Maintenance

Proposal Requirement

RFP #19-002

FOR

Marshall Independent School District

Facility Services Department

20 November 2018

Dr. Jerry Gibson, Superintendent

Kenny Black, Director of Facility Services

GENERAL INFORMATION

A. Overview

The Facility Services Department at Marshall Independent District is soliciting proposals for Lawn and Landscape Maintenance of its campuses.

The objectives of the proposal solicitation are to:

1. Provide professional lawn and landscape maintenance of designated district campuses and support facilities. (See attached documents)
2. Establish a lawn and landscape maintenance contract for March 2019 – August 2019 with 3 one year options to continue the contract based on the contractors performance the previous fiscal year.

B. Purpose

The purpose of this project is to provide supplemental lawn and landscape maintenance to supplement the work of the District's lawn maintenance staff. The District's lawn maintenance staff will maintain all of the District's athletic sports fields.

SCOPE OF SERVICES REQUIRED

This project will require a professional inspection of the scope of work area to conduct a detailed analysis that identifies all visible components and elements required for professional lawn maintenance of designated district facilities.

Provide labor and material to provide **52 visits** for the following:

Task	Location	Detail
Mowing of entire property (Approximately 130 acres) on a weekly to biweekly basis. This service is as determined by the growth of the lawn. Weather is the main determinant of the growth or lack of in the lawn. As the lawn grows the need for cuts increase and vice versa.	Entire Property of Designated Maintenance Areas	Establish a monthly program as to how the grounds will be maintained based on the season (Fall, Winter, Spring, Summer)
Bahia Grass Treatment (Areas of treatment will be coordinated with district staff)	Entire Property of Designated Maintenance Areas	\$1,000 Annual Allowance
Trimming	Entire Property of Designated Maintenance Areas	As Needed
Edging	Entire Property of Designated Maintenance Areas	Weekly

Task	Location	Detail
Blowing	Entire Property of Designated Maintenance Areas	Weekly, sidewalks and curbs will be blown to remove all grass and debris; some pick up may be required
Weeding and Weed Prevention	Flower and Plant Beds and Asphalt	Beds checked and weeded weekly
Pruning	Entire Property of Designated Maintenance Areas	As required water suckers shall be removed as they sprout, crape myrtles shall be trimmed to shape never deadheaded, shrubs shall be pruned during the dormant season (Nov- Feb), Shrubs shall be shaped throughout the season to maintain an orderly look
Annual Beds	Entire Property of Designated Maintenance Areas	Checked weekly, ground cover shall be maintained in a healthy manner with no dead leaves or long runners.
Mulching	All beds and atriiums at Designated Maintenance Areas	District will provide mulch
Planting of flowers main entrances and main flower beds (must reported to district staff and verified)	All beds at Designated Maintenance Areas	\$1,500 annual allowance for Fall and Spring planting
Replacement of dead plants or trees (must reported to district staff and verified)	Entire Property of Designated Maintenance Areas	\$1,000 annual allowance
Leave Removal	Entire Property of Designated Maintenance Areas	Weekly
Limb Removal	Entire Property of Designated Maintenance Areas	As needed
Fertilizing	Entire Property of Designated Maintenance Areas	Turf Builder with Iron Supplement

Task	Location	Detail
Ant Control (Must be applied in accordance with Integrated Pest Management Procedures)	Entire Property of Designated Maintenance Areas	Entire Property Edge
Chemicals (Must be applied in accordance with Integrated Pest Management Procedures)	Entire Property of Designated Maintenance Areas	All necessary chemicals for pest and disease of bedding plants shall be included in this contract.
Irrigation Systems	Entire Property of Designated Maintenance Areas	Any damage caused by the contractor shall be repaired by the contractor at no cost to the District
Retention Ponds	Entire Property of Designated Maintenance Areas	Retention ponds will be mowed a minimum of 1 time per month if they are not part of the natural landscape and easily mowed.
Cleanup	Entire Property of Designated Maintenance Areas	All sidewalks and parking lots shall be blown of landscape debris at the end of each visit with trash being removed from the area first. All debris shall be removed from the site at the end of each visit. Leaves shall be removed from beds during all visits for a crisp clean look Expansion joints, cracks, and curb lines shall remain weed free

Task	Location	Detail
Workmanship	Entire Property of Designated Maintenance Areas	All work shall be performed in a good and workmanlike manner by skilled experienced workers. Employees must be in uniform and must wear a District issued badge identifying them as contract employees.

Note: It is the contractor's responsibility to verify acreage and the work required on all properties.

In responding to this RFP, offerors are encouraged to provide any additional information they believe is relevant to a successful lawn and landscape maintenance program.

PRICING

- See Proposal Sheet
- Research and acquisition of all required permits required by law
- Performance and Payment Bonds

Price should not include:

- Sales Taxes
- Any add on warranties other than those in initial manufacturer's warranty

LAWN MAINTENANCE AND LANDSCAPE SCHEDULE

Provide a project work schedule for each location

WORK REQUIRED TO BEGIN

Work is to begin on March 1, 2019 unless otherwise notified.

WORK REQUIRED TO BE COMPLETED

No later than August 31, 2019

POINT OF CONTACT

Kenny Black, 903-503-4554

Pre-Proposal Date:

December 3, 2018 – 9:30 am

Location: Facility Services, 1205 West Emory, Marshall, TX 75670

Campus Visit/Walk-thru

December 3, 2018 – 9:30 am

Location: Facility Services, 1205 West Emory, Marshall, TX 75670

The campus visit and walk-thru are mandatory to ensure that potential contractors fully understand the scope of work prior to preparing their proposals.

PROCEDURES FOR SUBMITTING PROPOSALS

Proposal Packages may be obtained by visiting www.marshallisd.com

Proposals should be mailed or hand delivered to the below address no later than 2:00 pm on January 31, 2019. **Please note that the District will not accept faxed or emailed proposals.**

Marshall Independent School District

PO Box 43

1305 E Pinecrest Dr.

Marshall, TX 75671

Attn: Kristin Byrd, Assistant Superintendent for Business and Financial Services

Please provide a copy of the following:

- **Certificate of Insurance (required)**
- **Professional Certifications**
- **Current Pesticide Applicator license (required)**
- **Current Herbicide Applicator license (required)**
- **Irrigation License**

The above items must be part of your proposal submission if stated “required”.

SELECTION CRITERIA

The District shall select the offeror that offers the best value for the District based on the published selection criteria and on its ranking evaluation. The District shall first attempt to negotiate with the selected offeror a contract. The District and its engineer or architect may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the District is unable to negotiate a contract with the selected offeror, the District shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

SELECTION FACTORS

In awarding a contract, the District may consider:

1. Purchase price.
2. The reputation of the vendor and of the vendor's goods and services.
3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the District's needs.
5. The vendor's past relationship with the District.
6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses.

7. The total long-term cost to the District to acquire the goods or services.
8. Any other relevant factor specifically listed in the request for proposals.

The District reserves the right to select/reject any one or all of the line items. The District also reserves the right to reject all proposals.

BONDING

A performance bond and payment bond must be provided in the amount of the contract in accordance with state law (proposal for \$25,000 or more).

PAYMENT

Contractor must fund project on their own. No upfront payment shall be made by the District. At the District's discretion, progress payments may be made if the project's scope of work exceeds one month for completion. Payment (90%) will be made no earlier than 10 working days after completion of work. The remaining payment (10%) will be made after an inspection by district staff and punch list items are completed by the contractor.

INSURANCE

Prior to beginning any work, the contractor must provide proof of liability insurance in the amount of a minimum of \$1,000,000 and name the Marshall ISD as an additional insured while performing work on District property. **Damage caused by your workers and equipment to district property and equipment as well as personal vehicles will be referred to you or your insurance carrier for repair reimbursement.**

NOTIFICATION

Offerors responding to this RFP will be notified in writing of the status of their proposal.

REFERENCES

Provide at least three references for completion of similar size sites that you have had the landscape maintenance contract for greater than 3 years. Please use the following format:

Name of Building:
Address of Site:
Property Management Company:
Site contact:
Title:
Phone number:
Email address:
Years Serviced:

Please return the below form with your proposal.

FELONY CONVICTION NOTICE

Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, and 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 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 reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized company Official's Name: _____
(Please Print)

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

Signature of Company Official: _____

- B. My firm is neither owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

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

Name of Felon(s):

Details of Conviction: _____

Signature of Company Official: _____

Please return the below form with your proposal.

CONTRACTOR'S CERTIFICATION

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

Definitions:

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

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

On behalf of _____ ("Contractor"), I certify that {check one):

None of Contractor's employees are covered employees, as define above.

OR

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

1. Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
2. If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the district in writing within 3 business days.
3. Upon request, Contractor will make available for the district's inspection the criminal history record information of any covered employee. If the district objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the district.

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

Contractor's Signature

Date

MARSHALL INDEPENDENT SCHOOL DISTRICT

Lawn and Landscape Maintenance

Proposal Worksheet

(Business Name)

(Address)

(Company Representative)

(Title)

(Authorized Signature)

(Telephone)

(Date)

\$ _____
(Contract Amount Per Year)

\$ _____
(Contract Amount Per Month)

House Bill 89 VERIFICATION

I, _____, the undersigned representative of

_____ Company or Business name

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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 the Marshall Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

REQUIRED EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when MISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and (name of vendor] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

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

(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 MISD expends federal funds, MISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

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

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

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

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

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

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for

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

Pursuant to Federal Rule (D) above, when MISD 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.

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

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

Pursuant to Federal Rule (E) above, when MISD 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 MISD resulting from this procurement process.

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

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

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

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

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

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

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

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

Pursuant to Federal Rule (H) above, when federal funds are expended by MISD, Vendor certifies that during the term of an award for all contracts by MISD 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.

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by MISD for any contract resulting from this procurement process, Vendor certifies that it will 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.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION

When MISD 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).

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of MISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. 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.

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

MISD has a preference for domestic 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.

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

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.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

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

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

VENDOR AGREES TO COMPLY 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 ABOVE.

Vendor'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: _____