



**27-03**

## **Bond Program Management Services**

Issue Date: 6/23/2026

Questions Deadline: 6/30/2026 02:00 PM (CT)

Response Deadline: 7/7/2026 12:00 AM (CT)

### **Contact Information**

Contact: Lisa Phillips

Address: Director of Purchasing

Administration Building

Purchasing

Arlington Independent School District

690 E. Lamar Blvd

Arlington, TX 76011

Phone: 682 (867) 7352

Email: [lphillip@aisd.net](mailto:lphillip@aisd.net)

## Event Information

Number: 27-03  
Title: Bond Program Management Services  
Type: Request for Proposals  
Issue Date: 6/23/2026  
Question Deadline: 6/30/2026 02:00 PM (CT)  
Response Deadline: 7/7/2026 12:00 AM (CT)  
Notes: Arlington ISD is seeking Offers for Program Management Services providers for the Arlington ISD Bond Program. The resulting Contract award, if any, is for a multi-year requirement.

The term of this agreement shall be a 3-year term with no renewal options, as the Arlington ISD estimates the 2026 Bond Program to last for three years. Awarded contracts may or may not be exclusive and may be awarded to multiple vendors.

The District may also issue multiple solicitations at a later date to seek additional vendors during the same time, in the best interest of the District.

**DO NOT PRESENT PRICING IN THIS DOCUMENT. It will be sealed and provided in PERSON.**

## Ship To Information

Contact: Lisa Phillips  
Address: Director of Purchasing  
Administration  
Purchasing  
Arlington Independent School District  
690 E. Lamar Blvd  
Arlington, TX 76011  
Phone: (682) 867-7352  
Email: purchasing@aisd.net

## Billing Information

Contact: Nicole Baker  
Address: Accounts Payable Manager  
Administration  
Accounts Payable  
Arlington Independent School District  
690 E. Lamar Blvd  
Arlington, TX 76011  
Phone: (682) 867-7357  
Fax: (682) 867-4695  
Email: accountspayable@aisd.net

## Bid Attachments

### BT(LEGAL).pdf

As required by TEXAS EC 11.005 (C)- providing copy of the district's DEI policies and procedures

[View Online](#)

### AISD C171 Procurement Template (unlocked) (2).pdf

C171 Template

[View Online](#)

### Exhibit A - GF(LOCAL) (1).pdf

GF LOCAL

[View Online](#)

### RFQ #27-03 Program Mgmt (Final) (1).pdf

Specifications

[View Online](#)

### 27-03 Vendors Additional Services REquest Form.pdf

Additional Services REquest Form

[View Online](#)

## 27-03 Vendors Final Completion Certificate Form.pdf

Vendors Final Completion Certificate Form

[View Online](#)

## 27-03 VEndors Monthly Certification Form.pdf

VEndors Monthly Certification Form

[View Online](#)

## 27-03 Conflict of Interest Notice.pdf

Conflict of Interest Notice

[View Online](#)

## 27-03 Campaign Contributions.pdf

Campaign Contribution

[View Online](#)

## 27-03 Deviations.pdf

Deviations

[View Online](#)

## Identification Badges.pdf

Identification Badges.

[View Online](#)

## Conflict of Interest.pdf

Conflict of Interest

[View Online](#)

## Business Questionnaire.pdf

Business Questionnaire

[View Online](#)

## Requested Attachments

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### W9

*(Attachment required)*

### Signed Offer

*(Attachment required)*

### Sample QA/QC documents

*(Attachment required)*

Provide at least two (2) sample QA/QC documents (e.g., inspection reports, deficiency logs, audit reports).

### Sample Schedules

*(Attachment required)*

Provide at least two (2) sample schedules or schedule reports from comparable projects (e.g., baseline schedule, update report, or recovery schedule).

### Sample Project Cost Estimating

*(Attachment required)*

Provide at least two (2) sample cost estimates from comparable projects, including different design phases if available.

### Sample Safety Documents

*(Attachment required)*

Provide at least two (2) sample safety documents (e.g., site inspection reports, incident reports, safety audit reports, or safety plans).

### Sample Design Review Documents

*(Attachment required)*

Provide at least two (2) sample design review deliverables (e.g., review comment logs, marked-up drawings, coordination reports).

### Sample Program Deliverables

*(Attachment required)*

Provide at least two (2) sample program-level deliverables (e.g., executive dashboards, program schedules, cost reports, risk registers, or status reports)

### Business Questionnaire

*(Attachment required)*

## Company Information Form

(Attachment required)

## Identification Badge Form

(Attachment required)

## Deviations Form

## Bid Attributes

### 1 Standard Terms & Conditions

1. Delivery shall be made based on the proposed timeline. Payment will be made by Purchaser after satisfactory delivery.
2. All quotations shall include freight to purchaser's designated locations within the School District. Inside delivery is required to all locations except the AISD receiving dock.
3. Awards may be made on an item-by-item basis, or whatever is in the best interest of the District, unless specified otherwise.
4. All quantity and prompt payment discounts shall be listed on the bid/response form.
5. Quantities are estimates only and may be increased or decreased; your quotation shall be firm for one-year from Board approval date, unless stated otherwise in the bid specifications.
6. Specifications on the items you are bidding are desirable and samples may be required. If you are bidding other than specified, you must list the brand and/or model you are bidding. If the item is marked "No Substitution" we will only accept the specified product.
7. In case of extension error, unit price will prevail.
8. Past performance, seller's location, and availability of stock and representative will be considered in award.
9. Any item that does not perform or meet test as specified or as claimed by the seller will be replaced at no cost to purchaser.
10. Transfer or assignment of contracts by seller is prohibited.
11. The School District reserves the right to accept or reject quotations on each item separately or as a whole.
12. Title to the material shall pass to the Arlington Independent School District upon receipt by the school district.
13. Checks will be issued to the vendor awarded the contract. Request for joint pay checks will not be honored.
14. The Arlington ISD does not allow purchase orders to be changed, FOR ANY REASON, without PRIOR WRITTEN approval from someone in our District Purchasing Department. If your company increases quantities, makes substitutions, etc. on ANY order without written approval, your company's invoice(s) WILL NOT BE PAID.
15. If you would like to send your invoices electronically, please email them to [accountspayable@aisd.net](mailto:accountspayable@aisd.net).
16. All bid openings are public, but line items are not read aloud, therefore, bid results will not be given over the telephone. Bid tabs are available at [www.aisd.net](http://www.aisd.net), after board approval.
17. The Vendor acknowledges that, upon approval of the AISD Board of Trustees, the terms and conditions of this Request for Proposals ("RFP") form the Contract between the District and the Vendor, which will govern any purchases that the District may make during the term of the Contract. Nothing in this Contract obligates the District to make any purchases from Vendor or prevents the District from making purchases from any other vendor. Should the District elect to make a purchase under this Contract, the District will issue a purchase order to the Vendor, which purchase order shall be governed by the terms and conditions of this Contract.

The terms of this Contract will not be modified or supplemented in any way by any (1) oral statements, or (2) any document or writing that the Vendor may transmit or otherwise create in anticipation of or response to receipt of a purchase order from the District. The parties may not modify this Contract, except by written agreement duly authorized and signed by both parties that identifies itself explicitly as an amendment to this contract. No employee or agent of the District has the authority to modify this Contract in any way, unless the District's governing body specifically delegates that authority. A purchase order issued under this Contract shall, as combined with the terms of this Contract, constitute the final, complete and exclusive statement of the contract for purchase and may not be modified or rescinded except by a written change order issued by the District.

If a purchase order constitutes an offer by the District to purchase the goods and/or services specified upon the terms and conditions and at the price(s) and with the delivery date(s) specified in the purchase order, Seller shall indicate its acceptance of the purchase order by verbal acceptance communicated to the District, by written acceptance on the face of the purchase order received by the District, by other written confirmation received by the District, by commencing work on the purchase order in any manner, expressly conditioned on notice of such commencement of work received by the District, or by the delivery of the goods or services within the time for such delivery as stated in the purchase order. Regardless of the manner or medium of acceptance time is of the essence. As an offer, the purchase order expressly limits acceptance to its terms and conditions (which include the terms and conditions of this Contract), and notification of objection to any different or additional terms in any response to this offer from the Vendor is hereby given.

If the purchase order is construed as an acceptance of the Vendor's offer, the acceptance is expressly conditioned on the Vendor's assent to any additional or different terms contained in this Contract and the purchase order. If the purchase order is construed as a confirmation of an existing contract, the parties agree that the purchase order, as combined with the terms of this Contract, constitutes the final, complete and exclusive terms and conditions of the contract between the parties. The parties agree that the use of a purchase order to place orders for goods or services pursuant to this Contract shall be construed to supplement the terms of this Contract only to the extent that the terms and conditions of the purchase order are not inconsistent with this Contract. Regardless of its construction as an offer, acceptance, or use to place orders for goods or services pursuant to this Contract, each purchase order incorporates by reference all terms of the Uniform Commercial Code providing any protection for the District as a buyer, including, without limitation, all express and implied warranty protection and all buyer's remedies under the Uniform Commercial Code.

18. There are no third-party beneficiaries to this Contract. The parties do not intend that any non-party have any right to enforce any part of this Contract.

19. The laws of the State of Texas (with giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive and mandatory venue for any action or proceeding arising out of this Contract is in the state courts of Tarrant County, Texas. A party bringing a legal action or proceeding against the other party arising out of or relating to this Contract or the transactions it may contemplate shall bring the legal action or proceeding in said courts. The vendor waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to the laying of venue as provided herein of any legal action or proceeding arising out of or relating to this Contract and (b) any claim the tiny such action or proceeding brought in such court has been brought in an inconvenient forum. Vendor consent to the exclusive jurisdiction of the state courts sitting in Tarrant County, Texas, ad agrees that the exclusive choice of forum set forth herein does not prohibit the enforcement of any judgment obtained in an appropriate forum. This section does not waive any immunity to which the District is otherwise entitled.

20. To the fullest extent allowed by law, the Vendor shall indemnify and defend the District at all times after the date of this Contract against any liability, loss, damages, claim, settlement payment, cost and expense, interest, award judgment, diminution in value, fine, fee, and penalty, or other charge (an "Indemnified Loss") arising out of or relating to the transactions that are contemplated by this Contract, but only to the extent that such Indemnified Loss arises out of the Vendor's negligence or other fault.

21. Vendor agrees that, as a condition precedent and contractual prerequisite to suit, it shall exhaust all administrative remedies, including, but not limited to, the grievance process set forth in District policy GF (LOCAL), prior to instituting any action or proceeding against the District. Failure by the Vendor to fully exhaust the GF (LOCAL) process through Level Three, whether by missing timelines, abandoning a grievance, or otherwise, will constitute a waiver of any such claims Vendor and will bar Vendor from instituting or continuing any legal action or proceeding relating thereto. For purposes of this Contract, the timeline for filing an initial grievance under GF (LOCAL) is extended to ninety days from the date Vendor first knows, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

22. No amount shall be considered due and owing to Vendor from District unless, at a minimum, such amount (1) has been properly invoiced, and (2) is attributable to the Vendor's satisfactory performance of its obligations under this Contract.

23. By submitting a response to this RFP/Bid/CSP, each respondent waives any claims it may have against the District, its trustees, officers, and employees, arising at any time prior to the date of submission of response.

24. Vendor and District agree that the right to recovery of attorneys' fees that may arise under Texas Local Government Code Chapter 271 is hereby waived.

25. Multi award open all FY bids - "Awards will be made to multiple vendors on an incremental basis during the solicitation offering period. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received or on a periodic basis, they will be opened, evaluated, and either accepted or rejected by the district, based on the criteria outlined within the request for proposal. Awards will be made throughout the open period of this solicitation and will be made upon acceptance of a proposal response. Applicants will then be notified of the district's decision."

☐ Standard Terms & Conditions have been read

(Required: Check if applicable)

**2 Please confirm that you have reviewed all attachments.**

☐ Yes

(Required: Check only one)

**3 Percentage Discount**

Please include a percentage discount from 0-100% off your entire product offering. A retail price list or current catalog must be attached in the Response Attachment Tab.

(Required: Maximum 1000 characters allowed)

**4 Percentage Discount Exceptions**

Please include any exceptions related only to your percentage discount entered above in attribute #1

(Optional: Maximum 4000 characters allowed)

**5 Catalog/Pricing List**

Please attach the most recent copy of your catalog or price list. You may also provide the URL to your online catalog, if available, in the space provided.

(Optional: Maximum 1000 characters allowed)

**6 Services Offered**

Do you provide services? If yes, please attach price list in the Response Attachments tab with an explanation of the services you provide, how you provide them, what makes them unique, and why AISD needs these services from your company. Prices/pricing must be attached for your contract to cover any services.

☐ Yes ☐ No

(Optional: Check only one)

**7 Purchase Order/Quote Contact Name**

Proposer shall provide the contact name of the individual that is responsible for purchase orders and quotes.

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(Required: Maximum 1000 characters allowed)

**8 Purchase Order/Quote Phone Number**

Proposer shall provide the phone number of the individual that is responsible for purchase orders and quotes.

(\_\_\_\_) \_\_\_\_ - \_\_\_\_ ext: \_\_\_\_\_

(Required)

**9 Purchase Order/Quote Fax Number**

Proposer shall provide the fax number of the individual that is responsible for purchase orders and quotes.

(\_\_\_\_) \_\_\_\_ - \_\_\_\_ ext: \_\_\_\_\_

(Optional)

**10 Purchase Order/Quote Email Address**

Proposer shall provide the email address of the individual that is responsible for for purchase orders and quotes.

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(Required: Email address)

**11 How to Place an Order**

Please provide brief description of how to place an order with your company.

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(Required: Maximum 4000 characters allowed)

**12 Company Website**

Please provide your company's website address. This should be a page that describes the products/services matching this solicitation.

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(Required: Enter URL)

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**Company Address: Street**

Please provide your company address, Street including suite number.

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(Required: Maximum 1000 characters allowed)

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**Company Address: City**

Please provide your company address, City.

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(Required: Maximum 4000 characters allowed)

1  
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**Company Address: State**

Please provide your company address, State.

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(Required: Maximum 4000 characters allowed)

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**Company Address: Zip Code**

Please provide your company address, Zip Code.

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(Required: Maximum 4000 characters allowed)

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**Freight Charges**

Please select if you are providing AISD with Free Freight on all orders or Pre-Paid and Add (Invoice)

☐ Free Freight (FF) ☐ Pre-Pay and Add (Invoice)

(Required: Check only one)

1  
8

**Accept Purchase Orders**

Does your company accept PO's and take payment on NET30 terms to allow AISD to pay with a check after the service or product is delivered?

☐ YES ☐ NO

(Required: Check only one)



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9

### Return Policy

Please state your return policy on items purchased under this solicitation.

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(Required: Maximum 4000 characters allowed)

2  
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### Online Order Link (if applicable)

Please provide website address for processing orders online (if applicable).

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(Optional: Enter URL)

2  
1

### Does your company accept virtual AP payments from Visa?

☐ Yes ☐ NO

(Required: Check only one)

2  
2

### Please provide payment EMAIL if you accept virtual AP VISA payments

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(Optional: Maximum 100 characters allowed)

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### Payment/Remittance Contact Name

Proposer shall provide the contact name of the individual that is responsible for payment remittance.

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(Required: Maximum 1000 characters allowed)

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4

### Payment/Remittance Phone Number

Proposer shall provide the phone number of the individual that is responsible for payment remittance.

(\_\_\_\_) \_\_\_\_ - \_\_\_\_ ext: \_\_\_\_\_

(Required)

2  
5

### Payment/Remittance Fax Number

Proposer shall provide the fax number of the individual that is responsible for payment remittance.

(\_\_\_\_) \_\_\_\_ - \_\_\_\_ ext: \_\_\_\_\_

(Required)

2  
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### Payment/Remittance Email Address

Proposer shall provide the email address of the individual that is responsible for payment remittance.

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(Required: Maximum 1000 characters allowed)

27

### Payment/Remittance Address

Proposer shall provide the location including street address, city, state, and zip code for checks to be mailed when paying invoices.

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(Required: Maximum 4000 characters allowed)

28

### Principal Place of Business

State whether the proposer or proposer's ultimate parent company or majority owner has its principal place of business in this state (Texas).

☐ Yes, Texas is our principal place of business ☐ No, Texas is not our principal place of business

(Required: Check only one)

29

### Employees in State

State whether the proposer or the proposer's ultimate parent company or majority owner employs at least 500 persons in this state (Texas).

☐ Yes, our company employs over 500 in Texas ☐ No, our company does not employ over 500 in Texas

(Required: Check only one)

30

### FTEs

How many full time staff positions does your company employee?

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(Required: Maximum 1000 characters allowed)

31

### Years in Business

How many years has your company been in business?

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(Required: Maximum 1000 characters allowed)

32

### References

The proposer is to submit three K12 school district (3) references that have contracted with their company to provide like products and/or services. Include the entity name, phone number, contact person, and email address. It is recommended that the proposer use school districts or other local governmental agencies equal to AISD in size and structure, if possible.

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### Reference #1 Entity Name

Include the entity name for Reference #1

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(Required: Maximum 4000 characters allowed)

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### Reference #1 Contact Person

Include the contact person for Reference #1

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(Required: Maximum 1000 characters allowed)

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### Reference #1 Phone Number

Include the phone number for Reference #1

(\_\_\_\_) \_\_\_\_ - \_\_\_\_ ext: \_\_\_\_\_

(Required)

3  
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### Reference #1 Email Address

Include the email address for Reference #1

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(Required: Email address)

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### Reference #2 Entity Name

Include the entity name for Reference #2

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(Required: Maximum 4000 characters allowed)

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### Reference #2 Contact Person

Include the contact person for Reference #2

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(Required: Maximum 1000 characters allowed)

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### Reference #2 Phone Number

Include the phone number for Reference #2

(\_\_\_\_) \_\_\_\_ - \_\_\_\_ ext: \_\_\_\_\_

(Required)

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### Reference #2 Email Address

Include the email address for Reference #2

(Required: Email address)

4  
1

### Reference #3 Entity Name

Include the entity name for Reference #3

  
  
  
  
  

(Required: Maximum 4000 characters allowed)

4  
2

### Reference #3 Contact Person

Include the contact person for Reference #3

  
  

(Required: Maximum 1000 characters allowed)

4  
3

### Reference #3 Phone Number

Include the phone number for Reference #3

 (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ext: 

(Required)

4  
4

### Reference #3 Email Address

Include the email address for Reference #3

(Required: Email address)

4  
5

### Credit Card Acceptance or ACH?

Can you take payments via credit card or ACH?

☐ YES ☐ NO

(Required: Check only one)

4  
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### Credit Card Terms

Do you charge an additional fee for paying by credit card?

  
  

(Required: Maximum 1000 characters allowed)

4  
7**Texas Education Code 11.005 (C) Requires School Districts to provide copies of the boards DEI prohibition policies and procedures.**

School districts must provide both a physical and an electronic copy of the board's DEI prohibition policies and procedures to every vendor or district contractor. Electronic Copy can be found at <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1098&code=BT#legalTabContent>

PDF COPY ATTACHED.

☐ Received

(Required: Check only one)

4  
8**Indemnification and Hold Harmless**

Except as otherwise expressly provided, Offeror shall defend, indemnify, and hold AISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reason of the acts or omissions of Offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

☐ I affirm.

(Required: Check if applicable)

4  
9**Resident Bidder**

Texas Government Code Chapter 2252.001A (3) and (4) defines "resident" and "nonresident" bidder as follows:

Chapter 2252.001A (3) "Nonresident bidder" refers to a person who is not a resident.

Chapter 2252.001A (4) "Resident bidder" refers to a person whose principal place of business is in this state (Texas), including a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

Chapter 2252.002 states "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresidents principal place of business is located"

☐ Resident bidder of Texas    ☐ Nonresident bidder of Texas

(Required: Check only one)

5  
0**School District Contractors Regarding Criminal History Background Searches**

Instructions to School District Contractors Regarding Criminal History Background Searches

"Criminal Background Checks/Searches": Offeror represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with the General Terms and Conditions (Criminal Background Check) and "Instructions to School District Contractors Regarding Criminal History Background Searches Under Texas Education Code (TEC) 22.0834".

☐ I acknowledge the background/fingerprint process

(Required: Check only one)

**5  
1 Affidavit of Authority and Non-collusion**

I affirm I am of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the Proposal to submit the attached Proposal. Affiant further states that the proposer has not been a party to any collusion among Proposals/proposers in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from proposing; or with any state official, District employee, Board Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussion or actions between Proposals/proposers and any state official, District employee, Board Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

☐ I affirm ☐ I do not affirm

(Required: Check only one)

**5  
2 Debarment or suspension certification form**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

☐ Certify No Suspension or Debarment ☐ Do not certify

(Required: Check only one)

**5  
3 Felony Conviction and Criminal History Notice**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code, Section 44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a public entity must give advance notice to the public entity 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 public entity may terminate a contract with a person or business entity if the public entity 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 public entity must compensate the person or business entity for services performed before the termination of the contract.

☐ Publicly-Held Corporation (Notice Not Required)

☐ Firm is NOT owned nor operated by convicted felon ☐ Firm IS owned or operated by convicted felon

(Required: Check only one)

**5  
4 Statement of Compliance/Deviation Form**

We hereby acknowledge receipt of the above referenced procurement opportunity, and certify that our Proposal confirms to the RFP except as detailed here.

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(Optional: Maximum 4000 characters allowed)

**5  
5 Company Contact #2**

Phone

(\_\_\_\_) \_\_\_\_ - \_\_\_\_

ext: \_\_\_\_\_

(Required)

56	<b>Company Contact #2</b> Email <div></div> <i>(Required: Email address)</i>
57	<b>Annual Sales 2024</b> \$ <div></div> <i>(Optional: Numbers only)</i>
58	<b>Annual Sales 2025</b> \$ <div></div> <i>(Optional: Numbers only)</i>
59	<b>Year-to-date (YTD) Sales 2026</b> \$ <div></div> <i>(Optional: Numbers only)</i>
60	<b>Proposal</b> In 100 words or less, describe what makes your firm uniquely qualified to provide the goods and/or services as outlined in the Proposal, including any superior qualities your firm possesses that would benefit the district. <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <i>(Required: Maximum 4000 characters allowed)</i>
61	<b>Professional Associations</b> License #s or Professional Association you are a member of that enhances the service expectation to AISD (if any) <div></div> <div></div> <div></div> <i>(Optional: Maximum 1000 characters allowed)</i>
62	<b>Organization and Staff Experience</b> Offerors must describe their qualifications and experience to perform the work described in this Request for <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <i>(Required: Maximum 4000 characters allowed)</i>

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**Personal liability insurance**

Describe limits per project.

(Required: Maximum 4000 characters allowed)

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**Has your firm lost any contracts within the last year due to performance issues?**

If yes, please explain.

(Required: Maximum 1000 characters allowed)

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**State that you will provide a copy of your company's financial statements for the past two (2) years, if requested by the District.**

(Optional: Maximum 1000 characters allowed)

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6

**Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?**

If yes, please explain the impact both in organizational and directional terms.

(Required: Maximum 1000 characters allowed)

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**Provide any details of all past or pending litigation or claims filed against your company**

(Optional: Maximum 1000 characters allowed)

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8

**Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.**

If yes, please explain

(Required: Maximum 1000 characters allowed)



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**Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any of the District's employees?**

Visit <https://www.ethics.state.tx.us/> to complete the conflict of interest questionnaire

☐ Yes ☐ No

(Required: Check only one)

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**What difficulties do you anticipate in serving the District and how do you plan to manage these and what assistance will you require from the District?**

(Required: Maximum 1000 characters allowed)

7  
1

**Describe your company's quality assurance program, what are your company's requirements, and how are they measured?**

(Required: Maximum 1000 characters allowed)

7  
2

**Provide a list of any services not specified in this RFP that your company will provide to AISD.**

(Required: Maximum 1000 characters allowed)

7  
3

**Provide details regarding any special services, product characteristics, other benefits or advantages offered to AISD by selecting your company.**

(Required: Maximum 1000 characters allowed)

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4

#### **COMMITMENT TO PROVIDE INSURANCE**

If the Bidder shown below is awarded this contract by Arlington ISD, the bidder will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to the Arlington ISD Purchasing Department, meeting all of the insurance requirements in this bid. Can you meet the insurance requirements below?

The successful bidder or proposer shall provide and maintain insurance in a company rated no less than "A" by A. M. Best & Company, and in a company licensed to sell insurance as an "admitted carrier" in the State of Texas. Said Insurance shall be evidenced by a Certificate of Insurance (standard ACORD form) delivered to the District, or its designated representative, indicating the limits of coverage, naming Arlington Independent School District as: **Additional Insured** endorsement on all policies, except worker's compensation. (Endorsement Numbers shall be included on certificate of insurance.)

**Waiver of Subrogation** endorsement on the worker's compensation, automobile liability and general liability policies.

Arlington ISD shall be shown as **Certificate Holder:**

**Arlington Independent School District  
690 E. LAMAR BLVD  
Arlington, Texas 76011**

Certificate(s) of Insurance shall describe any material endorsements, exclusions, or deductible provisions which

substantially alter coverage under the listed policies.

The **minimum coverage** and limits of liability shall be as follows:

**CONTRACTS WITH MINIMUM TO MODERATE HAZARD AND/OR LESS THAN \$5,000**

General Liability

Each Occurrence	\$ 500,000
Damage to rented premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000
Personal & Advertising injury	\$ 500,000
General Aggregate	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000

Automobile Liability

Bodily Injury per Person	\$250,000
Bodily Injury per Accident	\$500,000
Property Damage	\$250,000
Hired & Non-Owned Autos	Same as Owned Autos

Worker's Compensation & Employer's Liability (EL)

Worker's Compensation	Statutory
EL each Accident	\$500,000
EL Employee for Injury by Disease	\$500,000
EL Aggregate for Injury by Disease	\$500,000

**CONTRACTS WITH MODERATE HAZARD FROM \$5,000 TO \$500,000**

General Liability

Each Occurrence	\$ 1,000,000
Damage to rented premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000
Personal & Advertising injury	\$ 1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000

Automobile Liability

Combined Single Limit per Accident	\$1,000,000
Hired & Non-Owned Autos	Same as Owned Autos

Worker's Compensation & Employer's Liability (EL)

Worker's Compensation	Statutory
EL each Accident	\$1,000,000
EL Employee for Injury by Disease	\$1,000,000
EL Aggregate for Injury by Disease	\$1,000,000

Excess or Umbrella Liability

(To overlay/excess of Employer's Liability, Automobile Liability, Commercial General Liability, and Profession Liability)

Each Occurrence/Aggregate	\$1,000,000
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**CHARTER BUS CONTRACTS**

Commercial General Liability

Each Occurrence	\$1,000,000
Damage to rented premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000
Fire Damage (Any one person)	\$ 50,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000

Automobile Liability

Combined Single Limit per Accident	\$5,000,000
Hired & Non-Owned Autos	Same as Owned Autos

Worker's Compensation & Employer's Liability (EL)

Worker's Compensation	Statutory
EL each Accident	\$1,000,000
EL Employee for Injury by Disease	\$1,000,000

EL Aggregate for Injury by Disease \$1,000,000

**CONTRACTS IN EXCESS OF \$500,000**

General Liability

Each Occurrence	\$1,000,000
Damage to rented premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000

Automobile Liability

Combined Single Limit per Accident	\$1,000,000
Hired & Non-Owned Autos	Same as Owned Autos

Worker's Compensation & Employer's Liability (EL)

Worker's Compensation	Statutory
EL each Accident	\$1,000,000
EL Employee for Injury by Disease	\$1,000,000
EL Aggregate for Injury by Disease	\$1,000,000

Excess or Umbrella Liability

(To overlay/excess of Employer's Liability, Automobile Liability, Commercial General Liability, and Profession Liability)

Each Occurrence/Aggregate	\$2,000,000
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☐ Yes ☐ No

(Required: Check only one)

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**Educational Purchasing Cooperative of North Texas (EPCNT) Interlocal Agreement Consent Form**

This contract may be utilized for purchases by other local government entities under an interlocal cooperation agreement, Texas Government Code Chapter 791. Any contract awarded by AISD on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the local entity may require. The actual utilization of this contract award by the other local government entity is at the sole discretion of that other local government entity. AISD is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc incurred by any bidder with regard to any purchase by another local government entity. AISD shall be legally responsible only for payment of goods and services in the quantities detailed in the AISD purchase order or contract. AISD is a member of the Educational Purchasing Cooperative of North Texas(EPCNT) and acceptance would make this award available to the cooperative member districts. Do you agree to participate?

☐ Yes ☐ No

(Required: Check only one)

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**Central Texas Purchasing Alliance (CTPA) Interlocal Agreement Consent Form**

This contract may be utilized for purchases by other local government entities under an interlocal cooperation agreement, Texas Government Code Chapter 791. Any contract awarded by AISD on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the local entity may require. The actual utilization of this contract award by the other local government entity is at the sole discretion of that other local government entity. AISD is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc incurred by any bidder with regard to any purchase by another local government entity. AISD shall be legally responsible only for payment of goods and services in the quantities detailed in the AISD purchase order or contract. AISD is a member of the Central Texas Purchasing Alliance (CTPA) and acceptance would make this award available to the cooperative member districts. Do you agree to participate?

☐ Yes ☐ No

(Required: Check only one)

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### **City of Arlington Cooperative**

Arlington ISD has an inter-local agreement with the City of Arlington. If agreed upon by the vendor, other government entities that are a member of this cooperative may purchase from our contract. Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing apply?

If yes, the following will apply:

- Government entities utilizing Inter-Governmental Contracts with the City of Arlington will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid
- All purchases by Governmental Entities other than Arlington ISD will be billed directly to the Governmental Entities and paid by the Governmental Entity
- Arlington ISD will not be responsible for another Governmental Entity's debts.
- Each Governmental Entity will order their specific material/service as needed.

☐ YES ☐ NO

(Required: Check only one)

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### **Protest Procedures for Vendor/Proposer Protests for Arlington ISD**

Vendors/proposers (vendors) are encouraged to discuss purchasing concerns with the Director of Purchasing. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

If a vendor desires to protest a decision by the Arlington ISD Purchasing department, the vendor must follow the following process.

The vendor must submit a letter notifying Arlington ISD of the intent of protest and include in the letter the reason for the protest along with any evidence available supporting the vendor's position. Submit the letter to Arlington ISD, Attention: Director of Purchasing, 1203 W. Pioneer Pkwy, Arlington, TX 76013.

The Director of Purchasing shall respond to the vendor within fifteen (15) Arlington ISD business days from the receipt with an explanation or offer in compromise. If the vendor is not satisfied with the offer by the Director of Purchasing, the vendor may submit a formal complaint under Board Policy GF (LOCAL).

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

**Restricted Contact Period**

1. The Restricted Contact Period shall mean a prohibition on any communication regarding any request for proposal (RFP), bid, request for Qualification Statement (RFQ) or other competitive solicitation between:
2. Any person who seeks an award from the District or its affiliated entities including a potential vendor or vendor's representative; and
3. Any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who has influence in the evaluation or selection process.
4. Furthermore, campaign contributions, gifts, donations, and any other items of value are prohibited between the parties defined above for any known contract under consideration during the restricted contact period. The District shall review historical campaign finance reports to identify campaign contributions for the applicable period and hold newly elected Board members to the same accountability standard as existing Board members during the restricted contact period.
5. The restricted contact shall not apply to communication with the District's Purchasing Department. Such communications shall be limited to the purpose of obtaining clarification or information concerning the subject solicitation or conducting contract.
6. The restricted contact period shall begin upon the issuance of an RFP, bid, or other competitive solicitation (as defined under procurement methods above) and will officially end upon execution of an award by the Board and/or the execution of a negotiated contract, whichever represents the final act in the procurement process. The Purchasing Department shall also provide public notice on our website at <https://www.aisd.net/district/departments/chief-financial-officer/financial-services/purchasing/current-bid-information/>
7. Regardless of the above time period, it is not acceptable for a potential vendor to participate in determining the scope of work, strategic direction, technical specifications, or evaluation criteria of such projects. Nothing contained in this policy shall prohibit any potential vendor or vendor's representative from:
8. Making public representations at scheduled pre-bid conferences or scheduled selection and negotiation committee meetings;
  - 8.1. Engaging in contract negotiations during any scheduled meeting;
  - 8.2 Making a public presentation to the Board during any duly noticed public meeting; or
9. Conducting business on contracts previously executed and currently in force.
  - 9.1 The potential vendor or vendor's representative shall send all written communication directly to the designated procurement staff.
  - 9.2 Nothing in this policy shall prohibit the procurement staff from initiating a contact with a potential vendor or vendor's representative and subsequent communication for the purpose of obtaining clarifying information regarding a response to an RFP, bid, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable procurement staff, including any response thereto.

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0**Federal Contract Provisions and Certifications****REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY / RECIPIENT AND SUBRECIPIENT  
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200**

The following provisions are required and apply when federal funds are expended by Arlington ISD for any contract resulting from this procurement process. Arlington ISD is the subgrantee or subrecipient by definition. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between AISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

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1**Contracts for more than the simplified acquisition threshold set at \$350,000.00**

Contracts for more than the simplified acquisition threshold currently set at \$350,000, 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.

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

Mandatory: Failure to agree will render your proposal non-responsive and will not be considered for award.

☐ Agree ☐ Disagree

*(Required: Check only one)*

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2**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 - **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** when federal funds are expended by AISD, AISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. AISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days' notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for the convenience of the AISD. 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. 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 best interest of the District.

Mandatory: Failure to agree will render your proposal non-responsive and will not be considered for award.

☐ Agree ☐ Disagree

*(Required: Check only one)*

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3**Equal Employment Statement**

It is the policy of Arlington ISD not to discriminate on the basis of race, color, religion, gender, national origin, age, disability, military status, genetic information, or on any other basis prohibited by law, 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.

If you do not agree, the District is prohibited from contracting with the proposer.

☐ Agree ☐ Disagree

(Required: Check only one)

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4**Davis-Bacon Act (FOR CONSTRUCTION OR PUBLIC WORKS PROJECTS)**

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 recipients or subrecipients 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 recipients or subrecipients 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 recipient or subrecipient 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 recipient or subrecipient must report all suspected or reported violations to the Federal awarding agency.

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

Does vendor agree?

☐ Agree ☐ Disagree ☐ NA

(Required: Check only one)

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5**Clean Air and Water Act**

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

Mandatory: Failure to certify will render your proposal non-responsive and will not be considered for award.

☐ Certify ☐ Do Not Certify

(Required: Check only one)

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6**Contract Work Hours and Safety Standards Act-FOR CONSTRUCTION OR PUBLIC WORKS PROJECTS**

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the recipient or subrecipient 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 the Federal Rule above, when federal funds are expended by Arlington ISD, the vendor certifies that during the term of an award for all contracts by Arlington ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Do you agree?

☐ Agree ☐ Disagree ☐ NA

(Required: Check only one)

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7**Rights to Inventions Made Under a Contract or Agreement.**

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 and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule 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 above. Do you agree to comply with the Federal rule above?

☐ Agree ☐ Disagree

(Required: Check only one)

8  
8**Debarment and Suspension**

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 the Federal Rule above, when federal funds are expended by Arlington ISD, the vendor certifies that during the term of an award for all contracts by Arlington ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to Arlington ISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Arlington ISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless Arlington ISD knows the certification is erroneous.

Mandatory: Failure to certify will render your proposal non-responsive and will not be considered for award. Does vendor certify?

☐ Certify ☐ Do Not Certify

(Required: Check only one)



**Byrd Anti-Lobbying Amendment**

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

(1) No Federal appropriated funds have been paid or will be paid by or 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does vendor certify?

☐ Certify ☐ Do Not Certify

*(Required: Check only one)*

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**Procurement of Recovered Materials**

When federal funds are expended, the 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.

Arlington ISD and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Pursuant to 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.

Does vendor agree to comply?

☐ Agree ☐ Disagree

(Required: Check only one)

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**Domestic Preference for Procurement**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award,

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, 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, contracts, and purchase orders under Federal awards.

(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 Federal Rule above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will 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).

Does vendor agree to comply?

☐ Agree ☐ Disagree

(Required: Check only one)

**Ban on Foreign Telecommunications**

Arlington ISD, as a recipient of federal funds , is prohibited from obligating or expending Federal financial assistance, to include loan or grant fund to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) 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;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

Does vendor agree?

☐ Agree ☐ Disagree

(Required: Check only one)

9  
3**Record Retention Requirements for Contracts Involving Federal Funds**

When federal funds are expended by Arlington ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, 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.

Vendor agree to comply?

☐ Agree ☐ Disagree

*(Required: Check only one)*

9  
4**Energy Policy and Conservation Act**

Federal Rule Compliance with Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (G) above, when federal funds are expended by AISD, AISD requires that the proposer certify that during the term of an award by the AISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Mandatory: Failure to certify will render your proposal non-responsive and will not be considered for award.

☐ Certify ☐ Do Not Certify

*(Required: Check only one)*

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5**Discrimination**

Pursuant to Federal Rule (I) above, when federal funds are expended by AISD, AISD requires that the proposer certify that during the term of an award by the AISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

Does your company comply with Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities as they apply to this contract?

If you do not answer yes, the District is prohibited from contracting with the proposer.

☐ Agree ☐ Disagree

*(Required: Check only one)*

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6**CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS 2 C.F.R. 200.322(a) and (b) and (c)**

To the greatest extent practicable and consistent with law, Arlington ISD has 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) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this federal award. (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. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. "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. "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.

2 CFR 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Buy America Act ("BABA"), when Arlington ISD is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. "Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements").

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to Arlington ISD and/or the awarding Federal agency. Does vendor agree?

☐ Agree ☐ Disagree

(Required: Check only one)

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7**FOR CONSTRUCTION OR PUBLIC WORKS PROJECTS: Copeland Anti-Kickback Act**

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

☐ Agree ☐ Disagree

(Required: Check only one)

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8**Consideration of Small, Minority, Women’s Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds**

2 CFR § 200.321 – When federal funds are expended by Arlington ISD, Vendor must ensure that small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor’s list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor certify?

☐ Certify ☐ Do Not Certify

(Required: Check only one)

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9**CERTIFICATION OF ACCESS TO RECORDS 2 C.F.R. § 200.337**

Vendor agrees that Arlington ISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records of Vendor, and its successors, transferees, assignees, and subcontractors that are pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use. This right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents, this Contract, or the Federal award in general. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree?

☐ Agree ☐ Disagree

(Required: Check only one)

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0**200.215 Never contract with the enemy**

Federal agencies, recipients, and subrecipients are subject to the guidance implementing Never Contract with the Enemy in 2 CFR part 183. The guidance in 2 CFR part 183 affects covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

☐ Agree ☐ Do Not Agree

(Optional: Check only one)

**Boycott Israel Certification**

Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

**Note:** On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2271 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

If not exempt from this requirement, please certify that:

1. Your company does not boycott Israel currently; and
2. Will not boycott Israel during the term of any contract with AISD

☐ Certify ☐ Do Not Certify ☐ Exempt - Company is a Sole Proprietorship

☐ Exempt - Company employs < 10 full time employees

*(Required: Check only one)*

**Abortion Provider Non-Affiliation Certification**

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

☐ Certify ☐ Do Not Certify

*(Required: Check only one)*

103 **Texas Comptroller Divestment Statute Listing Certification**

The Proposer verifies that neither the company, nor any subsidiaries, nor entities under common control, are included in or identified on a list maintained by the Texas Comptroller's Office as a "terrorist organization". This list is identified as the Texas Comptroller Divestment List, which complies with the following Texas Government Codes:

The Texas Comptroller of Public Accounts provides the following divestment lists in connection with [Tex. Govt. Code 808.051 \(HB 89, 85th R.S.\)](#), [Tex. Govt. Code 2252.153 \(SB 252, 85th R.S.\)](#), and [Tex. Govt. Code 2270.0209 \(SB 253, 85th R.S.\)](#), and for compliance with contracting requirements referenced in [Tex. Govt. Code 2252.152 \(SB 252, 85th R.S.\)](#) and [Tex. Govt. Code 2270.002 \(HB 89, 85th R.S.\)](#).

- [Companies that Boycott Israel \(PDF\)](#) — *Updated May 2019*
- [Scrutinized Companies with ties to Sudan \(PDF\)](#)— *Updated October 3, 2019*
- [Scrutinized Companies with ties to Iran \(PDF\)](#)— *Updated October 3, 2019*
- [Designated Foreign Terrorist Organizations \(PDF\)](#) — *Updated March 2019*
- [Scrutinized Companies with ties to Foreign Terrorist Organizations \(PDF\)](#)
- [FAQ for Investing Entities \(PDF\)](#)
- In accordance with the Texas Government Code, Chapter 2274, a governmental entity cannot enter into a contract or other agreement relating to critical infrastructure in Texas with a company that is owned or controlled by individuals, any company, or headquartered in China, Iran, North Korea, Russia, or a designated country, even if company is publicly traded.
- These lists are viewable from the following link: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

☐ Certify   ☐ Do Not Certify

(Required: Check only one)



104 **Firearm Entity/Trade Association Nondiscrimination**

A governmental entity cannot enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it does not have a practice, policy, guidance, or directive that discriminates and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Sec. 2274.002. PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) contracts with a sole-source provider; or
- (2) does not receive any bids from a company that is able to provide the written verification required by that subsection.

☐ CERTIFY ☐ DO NOT CERTIFY ☐ EXEMPT DUE TO SOLE PROPRIETORSHIP

☐ EXEMPT LESS THAN 10 EMPLOYEES

(Required: Check only one)

105 **Energy Company Boycott**

As required by Texas Government Code Ann. Chapter 2274, if **VENDOR** has ten (10) or more employees, is not a sole proprietorship, and if the value of **VENDOR's** bid or proposal has a value of \$100,000 or more, **VENDOR** certifies by submitting **VENDOR's** bid or proposal that it does not boycott energy companies and will not during the term of any contract with the **DISTRICT**, unless excepted by that law.

☐ CERTIFY ☐ DO NOT CERTIFY ☐ EXEMPT DUE TO SOLE PROPRIETORSHIP

☐ EXEMPT LESS THAN 10 EMPLOYEES

(Required: Check only one)

106 **CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS – 2 CFR Â§ 200.217**

If vendor is a subrecipient of Arlington ISD, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Does vendor agree?

☐ Agree ☐ Disagree

(Required: Check only one)

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

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

Does vendor agree?

☐ Agree ☐ Disagree

(Required: Check only one)

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8**CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR â€“ 2 C.F.R. Â§ 200.318**

When federal funds are expended by Arlington ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

Does vendor agree?

☐ Agree ☐ Disagree

(Required: Check only one)

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9**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does vendor agree?

☐ Agree ☐ Disagree

(Required: Check only one)

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0**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

Does vendor agree?

☐ Agree? ☐ Disagree?

(Required: Check only one)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature