



Mesquite Independent School District

SOLICITATION NUMBER: RFP No. 2019-008

SOLICITATION NAME:

Athletic Training Supplies; Uniforms; Sport/P.E. Equipment & Supplies – Catalog Bid (Supplemental)

BIDS DUE: Thursday, December 6, 2018
No Later Than: **2:00PM**

SUBMIT BIDS TO: Mesquite Independent School District
Attn: Purchasing Department
3819 Towne Crossing Blvd., Suite 203
Mesquite, Texas 75150

**Mesquite Independent School District
Darci Hooten, CPPB, CTSSO, Director of Purchasing
3819 Towne Crossing Blvd., Suite 203, Mesquite, Texas 75150
Phone (972) 882-5542 Fax (972) 882-7740**

Instructions to Vendors

Solicitation No.: 2019-008
Due Date: Thursday, December 6, 2018, no later than 2:00 PM
Bid For: Athletic Training Supplies; Uniforms; Sports/P.E. Equipment & Supplies –
Catalog Bid (Supplemental)

THIS BID WILL BE PUBLICALLY OPENED AND AND READ ALOUD.

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this bid. **One (1) original SEALED bid must be received in the Purchasing Department, 3819 Towne Crossing Blvd., Suite 203, Mesquite, Texas 75150 before 2:00 pm on the above "due date". All envelopes must be clearly marked "Bid/Proposal Enclosed" and the Solicitation number. Late bids will be returned to the vendor unopened. Delivery of bid envelope to other Departments within the MISD is NOT considered as delivery to the Purchasing Department. Faxed or emailed bids will not be accepted. You may submit through our On-Line Bid Program if available. Access may be made through our website at www.mesquiteisd.org/depts/purchasing.**

Bids/Offerors may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by vendor to guarantee authenticity. After the official opening, bids/offers may not be amended, altered, or withdrawn without the recommendation of the Administrative Officer of Purchasing and the approval of the Mesquite Independent School District Board of Trustees.

All addenda will be issued via the district website at www.mesquiteisd.org/depts/purchasing. All addenda, if required, will be posted on the aforementioned website at least seven (7) days before bid/proposal opening. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses. Bidders/Offerors finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the MISD Director of Purchasing ten (10) days, or as soon as possible before bid is due. You may submit this information via fax to (972) 882-7740 or via email to: dhooten@mesquiteisd.org.

The undersigned agrees, if this bid/proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the Terms and Conditions contained in the specifications. The period for acceptance of this bid/proposal will be sixty (60) calendar days unless a different period is inserted by vendor.

The Mesquite Independent School District reserves the right to accept or reject in part or in whole any bids/proposals submitted, and to waive any technicalities, and to award bids/proposals in the best interest of the District.

Please do not respond if you are on this list. You are approved until April 30, 2019.

Agile Sports Technologies, Inc. dba Hudl	Korney Board Aids, Inc
Alert Services, Inc.	Lakeshore Learning Materials
All American Flags & Banners, LLC	Lisco Sports
Aluminum Athletic Equipment	Medco Sports Medicine
Aluminum Athletic Equipment Co.	Mesquite Sports Center
America Team Sports	MFAC, LLC
American Soccer Co., Inc. dba Score Sports	Miller Net Company
Athlete's World dba Stadium Sports	Miller Net Company
Athletic Supply Inc	Nasco
Barcelona Sporting Goods	Neff Motivation
Big Game Sports, Inc.	Omni Cheer
Blue Eagle Productions Powered by Proforma	Oncourt Offcourt
Blue Star Sportswear, Inc.	Oncourt Offcourt, Ltd.
BSN Sports	Pep Wear LLC
Cardinal Sport Center	Pharris Athletic Wear
Cheerleading Company	Power Lift
Cheers Etc.	Power Systems, LLC
Clarke Distributing	PRO Orthopedic Devices
Complete Logo Source	Promaxima
Conner Athletic Products, Inc. dba Power Lift	Protime Sports, Inc.
Cornish Medical	Richey Athletics
CSM Canvas Mfg	Riddell/All American
Custom Sportswear, Inc.	Rogers Athletic Company
D&J Sports	S&S Worldwide
Dallas East Sports	School Health Corporation
DJO Global	School Health Corporation
Douglas Pads and Sports, Inc.	School Specialty, Inc.
Everlast Climbing	School Tee Factory
Four C's Trophies	School's In, LLC
Fromuth Tennis	Schutt Sports
Fromuth Tennis	Southwest Sports Supply
Gandy Ink	Speed Stacks Inc.
Gilman Gear	Sportdecals, Inc.
Gilman Gear	Sports Imports Inc.
Gopher Sport	Texas Motion Sports
Graham Inventory Service, Inc. DBA World of Soccer	The Soccer Corner
Groggy Dog Sportswear & Graphics	US Games-A Division of BSN Sports
Henry Schein Medical	Varsity Spirit Fashion
JC's T-Shirt Shack	Williams Sporting Goods
Jostens/Graduation Inc.	Wisstech Enterprises
Knockout Sportswear	

Vendor Name: _____

If you are not shown on our approved vendors page and are unsure if you should respond, please contact the Purchasing Department at 972-882-5542.

If you are presently a member of one of the following cooperatives you do not need to respond. Please mark the cooperative you are a member of and the contract number and return in place of the RFP so you can be added to the active vendor list.

✓	Cooperative	Contract Number(s)
	1 GPA	
	Allied States Cooperative	
	Buy Board (TASB)	
	Choice Partners	
	Department of Information Resources	
	HGAC	
	NJPA	
	PACE	
	State of Texas (Smart Buy, TMAS, TPASS)	
	TCPN	
	TIPS	
	US Communities	

Mesquite ISD is also a proud member of the Educational Purchasing Cooperative of North Texas (EPCNT). If you hold a contract with any of the following districts, you may be accessible to Mesquite ISD as well.

Please circle the school district(s) that have awarded a contract to the vendor and MISD will contact the partner district to confirm availability. Please include contract number.

- | | | |
|--------------------------|----------------------------|----------------------|
| A+ Charger Schools, Inc. | Eagle Mountain Saginaw ISD | Lancaster ISD |
| Allen ISD | Ennis ISD | Lewisville ISD |
| Alvarado ISD | ESC Region X | Little Elm ISD |
| Aubrey ISD | ESC Region XI | Lovejoy ISD |
| Azle ISD | Fort Worth ISD | Mansfield ISD |
| Birdville ISD | Frisco ISD | McKinney ISD |
| Bridgeport ISD | Garland ISD | Midlothian ISD |
| Burleson ISD | Grandbury ISD | Northwest ISD |
| Carroll ISD | Grand Prairie ISD | Plano ISD |
| CF Branch ISD | Grapevine-Colleyville ISD | Red Oak ISD |
| Cedar Hill ISD | Greenville ISD | Responsive ED |
| Cleburn ISD | HEB ISD | Richardson ISD |
| Coppell ISD | Irving ISD | Rockwall ISD |
| Crowley ISD | Joshua ISD | Sherman ISD |
| Dallas ISD | Keller ISD | Weatherford ISD |
| Denton ISD | Kennedale ISD | White Settlement ISD |
| DeSoto ISD | Lake Dallas ISD | Wylie ISD |
| Duncanville ISD | Lake Worth ISD | |

If you do not respond or send back valid cooperative contract information you may be removed from the active vendor list. Please include any contract #'s you have been given by EPCNT.

1.0 Instructions to Bidders/Offerors

Items below apply to and become a part of terms and conditions of the proposal unless superseded by attached terms and supplemental conditions or specifications in which case attached conditions will prevail.

1.1 It is not the policy of Mesquite Independent School District to purchase on the basis of low bids alone, quality and suitability to purpose being the controlling factors; it being understood that the purchaser reserves the right to arrive at such by whatever means he/she may determine.

1.2 The District reserves the right to **reject any and/all proposals** and to make awards on the individual items as they may appear to be advantageous to the District and to waive all formalities in submitting proposals.

1.3 Vendors finding errors, omissions, or corrections that need to be made in the Specifications shall contact the Director of Purchasing ten (10) days, or as soon as possible before proposal is due.

1.4 This solicitation and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the State of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request For Proposal or any resulting purchase orders shall be in Dallas County Texas.

1.5 In the event that any one or more of the provisions contained in the solicitation document (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision(s) shall not affect any other provision hereof, and this solicitation (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

1.6 To the fullest extent permitted by applicable law, the Vendor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Vendor pursuant to this contract, or any part thereof, or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.

1.7 Non-Appropriation of Funding: No term Contract or Agreement may exceed a period of 1 year from the approved contract date without specific authorization of the Mesquite Independent School District. Such contract is a commitment of the District's current revenue only. Should funding for the continuance of this Contract be withdrawn by the Board, the District retains the right to terminate the agreement in accordance with the termination provision stated herein and without pecuniary risk or penalty.

1.8 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired. It shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. Specifications received from vendors that are different from the original requirements must meet or exceed original proposal specifications to be considered equivalent. MISD reserves the right to make the final decisions as to comparable items. An article or material, which is shipped and is not **equal**, shall be returned to the supplier transportation charges collect.

1.9 The term "As Specified" or "A/S" will not be accepted. If bidding on a make or model other than specified, bidder is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.

1.10 Prices proposed should be F.O.B. Destination, Freight Prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims, if any.

1.11 Proposals received after the time and date specified **will be considered late**, and will be returned to the proposer, unopened.

1.12 When proposal is not returned, the vendor's name is removed from the vendor's list.

1.13 All prices will be guaranteed for sixty (60) days from the date of the proposal opening.

1.14 It is understood and agreed that MISD reserves the right to increase or decrease quantities or modify condition and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified, and subsequent thereto.

1.15 Propose unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

1.16 The District is exempt from Federal Excise Tax, State and Local Tax. Do not include tax in your proposal totals. If it is determined that tax was included in the

proposal, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.

1.17 Samples must be submitted upon request.

1.18 Cash discounts offered may be considered in determining the successful supplier. Cash discount period shall start from the date of receipt of acceptable invoice or from date of receipt of acceptable material, whichever is the later.

1.19 Bid Bond (if required). If a performance or payment bond is required, bid/proposal must be accompanied by a cashier's check on any state or national bank in Texas, or an acceptable bid bond, payable unconditionally to Mesquite ISD. The cashier's check or bid bond shall be in the amount of not less than five percent (5%) of the total amount of the bid/offer. This security is required by Mesquite ISD as evidence of good faith and as a pledge that, if awarded the contract, the offeror will enter into a contract with Mesquite ISD on the terms stated in the CSP and will furnish the required performance and/or payment bond(s) within ten (10) calendar days after the offer is accepted. Should the offeror refuse to enter into such a contract in accordance with his/her offer, or fail to furnish the required bond(s), the amount of the bid security shall be forfeited to Mesquite ISD as liquidated damages, not as a penalty.

2.0 General Terms and Conditions

2.1 Vendor hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Mesquite Independent School District or it's Board of Trustees.

2.2 Mesquite Independent School District will receive all merchandise at the L. A. Berry Support Complex at 2133 N. Beltline Road, Mesquite, Texas 75150, unless otherwise stated on purchase order. Non-palletized freight shall be unloaded **inside** the Warehouse or School building. Vendor is responsible for providing material handling equipment when delivering to schools or departments. Vendor must advise freight line as to this requirement.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to Mesquite ISD until Mesquite ISD actually receives and takes possession of the goods at the point or points of delivery. Mesquite ISD will not accept responsibility for processing freight damage claims occurring prior to receipt, including concealed damage of goods.

2.4 Invoices shall be sent **directly** to the Mesquite Independent School District, Accounts Payable, 3819 Towne Crossing Boulevard, Mesquite, Texas 75150. Payments are processed after the Business Office has been notified that the items have been received in good condition and no unauthorized substitutions have been

made. Invoices must detail the items delivered and reference the Mesquite Independent School District **Purchase Order number**.

2.5 Vendors are not to unilaterally apply duplicate payments or overpayments against unrelated open invoices without the District's explicit authorization.

2.6 Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony. (This requirement does not apply to a publicly held corporation.)

2.7 The district shall have the right to cancel for default all or any part of the undelivered portions of this order if the contractor breaches any of the terms hereof including warranties of the contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

2.8 The performance under this order may be terminated in whole or in part by the District in accordance with this provision. Termination hereunder shall be effected by the delivery to the contractor of a "Notice of Termination": specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective. Such right of termination is in addition to and not in lieu of any other rights which the District may have in law or equity.

2.9 The price to be paid by the District shall be that contained in the contractor's proposal which the contractor warrants to be no higher than seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event contractor breaches this warranty, the price of the items shall be reduced to the contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to contractor for breach or contractor's actual expense.

2.10 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee expecting bona fide employees of bona fide established commercial or selling agencies maintained by the contractor for the purpose securing business. For breach or violation of this warranty the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

2.11 All contracts and agreements between merchants and Mesquite Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the

National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, 1990 official text.

2.12 We are unable to send out copies of bid tabulations. There are many factors involved but our current policy is that all opened bids are available for viewing in the purchasing office but no tabulations are sent out. Thank you in advance for not requesting copies of bid tabulations.

2.13 Questions in regard to this proposal must be submitted to the Director of Purchasing for clarification.

2.14 No smoking or use of any tobacco products is permitted on school property.

2.15 Pick up and delivery will be made between the hours of 7:00 A.M. and 2:00 P.M. Monday through Friday excluding school holidays. (Unless arrangements are made otherwise with the Director of Purchasing or as otherwise specified on the Proposal form.)

2.16 Purchase Orders will serve as the award instrument(s) against this request for proposal. Orders will be placed as items are approved for purchase and funds become available.

2.17 The Purchase Order number **must** be clearly identified on each carton label and/or delivery ticket. Otherwise, the shipment is subject to being refused and returned to the vendor at the vendor's expense.

2.18 If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Mesquite Independent School District. The supplying vendor will also be responsible for returning to the designated campus to pick up the items in question. Mesquite ISD will not be responsible for shipping items back to vendors.

2.19 Successful vendor (s) is/are to remove all packing and packaging material and debris from school property (school dumpster is **not** to be used) and to properly dispose of all discarded materials.

2.20 Successful Vendor(s) will be required to submit Material Safety Data Sheets for applicable item(s).

2.21 Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter

provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

2.22 NOTIFICATION OF CRIMINAL RECORD. The person or entity submitting an offer must give notice to the district, at the time of offer submission, 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 this conviction of a felony (this requirement does not apply to a publicly held corporation).

2.23 INSURANCE. The successful offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. Successful offeror may be required to provide a copy of insurance coverage to Mesquite ISD. Insurance certificates may contain a provision, or offeror's signature on this bid/proposal certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given Mesquite ISD. Insurance must remain in effect for the duration of this contract. In some cases, the district may be required to be named as an additional insured on the vendor's insurance coverage. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award at the vendor's expense. If the district requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "Mesquite ISD, Attn: Risk Specialist, 3819 Towne Crossing Blvd., Suite 203, Mesquite, Texas 75150." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.

2.23.1 Successful offeror must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$100,000. If required, all vendors submitting bids or proposals shall include a copy of his/her current

insurance certificate indicating coverages of the following lines of coverage in the following minimum amounts:

Mesquite ISD Insurance Certificate Required Coverage			
2.23.1	Comprehensive General Liability	General Aggregate	\$1,000,000
		Products - Comp/or Aggregate	\$ 300,000
2.23.2	Commercial General Liability	Personal & Adv. Injury	\$ 300,000
	Claims Made Occurrence	Each Occurrence	\$ 300,000
	Owner's Contractor's Protection	Fire Damage (Any one fire)	\$ 50,000
		Med. Expense (Any one person)	\$ 5,000
2.23.3	Property Damage:	Aggregate	\$ 600,000
		Bodily Injury Each Person	\$ 300,000
		Each Accident	\$ 300,000
		Each Occurrence	\$ 100,000
2.23.4	Automobile liability for:	Combined Single Limit	\$1,000,000
	Any Auto	Bodily Injury Each Person	\$ 100,000
	All Owned Autos	Bodily Injury Per Accident	\$ 300,000
	Scheduled Autos		
	Hired Autos	Property Damage - Aggregate	\$ 300,000
	Non-Owned Autos	Property Damage Each Occurrence	\$ 100,000
2.23.5	Umbrella form -		\$1,000,000

	Excess liability		
	State the limits that your company carries:	\$ _____.	
2.23.6	Worker's Compensation	Statutory and Each Accident	\$ 500,000
	Employer's Liability Disease-Policy Limit		\$ 500,000
	Disease-Each employee		\$ 500,000

2.23.7 The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

2.23.8 Should any of the above describe policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Mesquite ISD.

2.23.9 The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.

2.23.10 The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.

2.23.11 The select bidder will be required to supply an insurance certificate naming Mesquite Independent School District as an additional insured within 10 calendar days of date of award.

2.23.12 You are required to submit a certificate of insurance for the above insurance requirements with your bid. NOTE: Items #2.24.9, #2.24.10, and #2.24.11 shall be required of the successful vendor(s).

2.24 WORKERS' COMPENSATION COVERAGE. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.

2.24.1 Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

2.24.2 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2.24.3 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

2.24.4 The contractor must provide a certificate of coverage to the district prior to being awarded the contract.

2.24.5 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.

2.24.6 The contractor shall obtain from each person providing services on a project, and provide to the district:

2.24.6.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project and;

2.24.6.2 No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

2.24.7 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

2.24.8 The contractor shall notify the district in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

2.24.9 The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

2.24.10 The contractor shall contractually require each person with whom it contracts to provide services on a project to:

2.24.10.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all of its employees providing services on the project for the duration of the project;

2.24.10.2 Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

2.24.10.3 Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

2.24.10.4 Obtain from each other person with whom it contracts, and provide to the contractor:

2.24.10.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

2.24.10.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

2.24.10.4.3 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

2.24.10.4.4 Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

2.24.10.4.5 Contractually required each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

2.24.11 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the district that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

2.24.12 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

2.25 INDEMNIFICATION AND HOLD HARMLESS: Except as otherwise expressly provided, offeror shall defend, indemnify, and hold Mesquite ISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' 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.

2.26 PAYMENT BOND. For facilities construction and some services contracts, a payment bond is required for projects/contracts exceeding \$25,000. The payment bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to Mesquite ISD and must identify compliance with the provisions of V.T.C.A., Govt Code, Chapter 2253.021 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. The Surety

must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable Surety on the current Department of the Treasury listing as found in the Federal Register. The Surety shall be a US company located in the USA. If a contract is awarded for under \$25,000, but subsequent change orders cause the price to exceed \$25,000, a payment bond will be required immediately. If the required payment bond is not submitted with the proposal, a bid bond must be submitted and the required payment bond submitted within ten (10) calendar days from the date the offer is accepted by Mesquite ISD.

2.27 PERFORMANCE BOND. For facilities construction and some service contracts, a performance bond is required for projects/contracts exceeding \$100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to Mesquite ISD and must identify compliance with the provisions of V.T.C.A., Govt Code, and Chapter 2253.021 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable Surety on the current Department of the Treasury listing as found in the Federal Register. The Surety shall be a US company located in the USA. If a contract is awarded for under \$100,000, but subsequent change orders cause the price to exceed \$100,000, a payment bond will be required immediately. If the required performance bond is not submitted with the offer, a bid bond must be submitted and the required performance bond submitted within ten (10) calendar days from the date the offer is accepted by Mesquite ISD.

2.28 EQUAL OPPORTUNITY

2.28.1 Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this solicitation.

2.28.2 Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

2.29 BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable:

2.29.1 Definitions. As used in this paragraph –

2.29.1.1 "Component" means an article, material, or supply incorporated directly into an end product.

2.29.1.2 "Cost of components" means -

2.29.1.2.1 For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

2.29.1.2.2 For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

2.29.1.3 "Domestic end product" means-

2.29.1.3.1 An unmanufactured end product mined or produced in the United States; or

2.29.1.3.2 An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

2.29.1.4 "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

2.29.1.5 "Foreign end product" means an end product other than a domestic end product.

2.29.1.6 "United States" means the 50 States, the District of Columbia, and outlying areas.

2.29.2 The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

2.29.3 The District does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

2.29.4 The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

2.30 RIGHT TO INFORMATION: The Mesquite Independent School District reserves the right to use any and all information presented in any response to this solicitation, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

2.31 LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

2.32 PREVAILING WAGE RATES: All respondents will be required to comply with Provision 5159a of "Vernon's Annotated Civil Statutes" of the State of Texas with respect to the payment of prevailing wage rates and prohibiting discrimination in the employment practices.

<http://www.access.gpo.gov/davisbacon/tx.html>

2.33 COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

2.34 FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The Mesquite Independent School District shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the Mesquite Independent School District and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

2.35 DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

2.36. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:

The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the Mesquite Independent School District Director of Purchasing in writing of any such damage within one (1) calendar day.

2.37 FINGERPRINT REQUIREMENTS:

If a contractor/vendor's staff will be on a school site where students will be present, then contractor/vendor must comply with Texas Education Code Chapter 22. This is required for all Texas Public Schools. If contractor/vendor's staff will not be on school district property when students are present, then the contractor/vendor may not have covered employees. Mesquite ISD recommends all contractors/vendors consult with their legal counsel for guidance in compliance with this law.

If you have questions on compliance with this section of the Texas Education Code, please contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor/vendor to a Texas Independent School District. The Texas Department of Public Safety's telephone number is (512) 424-2474.

The Texas Education Code, Chapter 22, Section 22.0834 statutory language may be found at: <http://www.statutes.legis.state.tx.us/>.

SCOPE OF BID

It is the intent of Mesquite Independent School District to enter into annual contracts for the provision of athletic training supplies; uniforms; sports and P. E. equipment and supplies, commonly found in the public school classroom, with various sources of supply. Multiple contracts will be awarded. ***This is a supplemental RFP. Please only respond if you are not shown on the approved vendors list.***

These contracts are intended for use when it is not practical to take either competitive quotes or proposals on individual items due to the variety of items required, time constraints and inability to accurately forecast quantity needs.

Terms of contracts will be from the date of award through April 30, 2019. These contracts will be based on a discount taken from the supplier's current published catalog.

It is not the policy of the Mesquite Independent School District to award contracts based solely on 'low bid/proposal'. *The following criteria shall be used by the Mesquite ISD to evaluate the overall 'best value':

- a) The purchase price;
 - b) The reputation of the vendor and of the vendor's goods or services;
 - c) The quality of the vendor's goods or services;
 - d) The extent to which the goods or services meet the district's needs;
 - e) The vendor's past relationship with the district;
 - f) The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses;
 - g) The total long-term cost to the district to acquire the vendor's goods and services;
 - h) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - (1) Has its principal place of business in this state; or
 - (2) Employs at least 500 persons in this state; and
 - i) Any other relevant factor specifically listed in this Request For Proposal.
- *Per Texas Education Code, Subchapter B, Sec. 44.031(b)**

SPECIAL REQUIREMENTS

1. **PERCENTAGE OFF:** The proposal shall be shown as a percentage off of the suggested retail price. A retail price list, retail website or current catalog may be included. The actual cost to Mesquite Independent School District will be the list price less the discount quote by the vendor in the proposal.

Prices proposed should be F.O. B. Destination, Freight Prepaid. Seller to pay freight charges, bear freight charges, own freight in transit and file claims, if any.

2. **PRICE LISTS:** The successful bidder(s) shall provide updated price lists at least ten working days prior to changes. Failure to notify Mesquite Independent School District of price changes prior to said changes will allow purchases to be made according to the lower prices.
3. **LENGTH OF CONTRACT:** Contract shall cover a period from date of award through April 30, 2019.
4. **QUANTITIES REQUIRED:** The estimated annual volume of these contracts will be \$200,000. However, this estimate should not be construed to be a guarantee of either minimum or maximum since purchases are dependent upon actual need and available funding.
5. **AUTHORIZATION:** Mesquite Independent School District will not be responsible for any goods delivered, or services performed without its purchase order signed by an authorized agent and/or proper authorization from the Purchasing Department.
6. **SUBSTITUTIONS:** There shall be no substitutes of any item without prior approval from Mesquite Independent School District's Purchasing Department.
7. **PACKING:** All orders delivered to Mesquite Independent School District shall be packaged individually in commercial containers so constructed as to insure acceptance and safe delivery at the lowest rate to the point of delivery called for in the contract or purchase order. Two or more purchase orders shall not be combined in one package.
8. **MARKING:** **Shipping containers shall be plainly marked with the proper Mesquite Independent School District purchase order number and the name of school intended. Any item received without a purchase order number may be returned to the vendor. The cost of such return will be the responsibility of the vendor.**

9. **BACK ORDERS:** Back orders will not be accepted. Mesquite Independent School District will consider any back order items to be cancelled.
10. **DELIVERY ADDRESS:** Deliveries shall be made to the address indicated on the purchase order. **Pick up delivery will be made between the hours of 7:00 am and 2:00 pm Monday through Friday excluding school holidays. (Unless arrangements are made otherwise with the Director of Purchasing.)** Non-palletized freight shall be unloaded inside the Warehouse building. Vendor must advise freight line as to this requirement.
11. **PRICING:** Invoices may reflect the item-by-item discount price or may reflect item-by-item regular price with a total discount for the invoice.
12. **DISCREPANCIES:** Should discrepancies occur concerning pricing, the item in question or the entire invoice shall be credited and a correct invoice mailed within fifteen (15) working days.
13. **INVOICE ADDRESS:** Send all invoices (in duplicate) to:

**Mesquite Independent School District
Accounts Payable
3819 Towne Crossing Blvd, Suite 202
Mesquite, TX 75150
or ebusinessservice@mesquiteisd.org**
14. **MODIFICATIONS:** Mesquite Independent School District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier(s) both at the time of acceptance of this quotation offer as so modified, and subsequent thereto.
15. **WARRANTIES:** The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental expenses as set forth in the vendor's or manufacturer's warranty, which result from either delivery or use of product which does not meet the specifications within this document.
16. **CANCELLATION TERMS:** Mesquite Independent School District will have the right to cancel any contract entered into under the terms and conditions of this proposal for any reason at any time on thirty (30) days written notice and justification. Vendor shall have the right to cancel the contract subject to Mesquite Independent School District approval at any time on thirty (30) days written notice and justification. In the event of any actual contract cancellation, Mesquite Independent School District will not be held responsible for loss of business or any termination expenses incurred by the vendor.

**MESQUITE INDEPENDENT SCHOOL DISTRICT
SPECIFICATIONS
PROPOSAL 2019-008**

COMPANY NAME: _____

NON-PARTICIPATION (BY VENDORS) IN THIS PROPOSAL MAY RESULT IN THE REDUCTION/LACK OF BUSINESS FROM THE MESQUITE ISD (BASED ON THE UTILIZATION OF THIS CONTRACT/SUBSEQUENTLY CONTRACTED VENDORS).

ALL INFORMATION PROVIDED BY SUBMITTERS MUST BE ENTERED ON THIS PROPOSAL DOCUMENT (only), UNLESS OTHERWISE SPECIFIED.

This contract shall utilize a percent-off-of-list for pricing of equipment and supplies. Vendors **MUST** enter a percentage-off-of-list in the appropriate field (see specification page) in order to be considered for award (of this contract). If discount is zero percent (0%), a zero (0) **MUST** be entered in the appropriate field (see specifications).

Vendor discount shall apply to any and all uniforms, equipment and supplies available from the vendor including, but not limited to, shelf-stock, printed catalog items, Original Equipment (O.E.M.) parts, and out-sourced items, AND ANY OTHER AVAILABLE ITEMS.

Multiple awards will be issued on this contract.

CATALOGS ARE NOT REQUIRED. DO NOT SUBMIT CATALOGS.

All questions/fields in the Questionnaire should be answered/completed. Non-response may negatively affect a submission for award consideration. Responses may be utilized in evaluation.

BID RESPONSE

Will the Vendor(s) accept purchase orders? Yes No

Will the Vendor(s) accept a "NOT TO EXCEED" PO? Yes No

Do you deliver? Yes No

Amount of delivery fee (if any) \$ _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Submitted by (Please print) _____

Signature _____

Date _____

Title _____

E-mail Address _____

Company Website _____

FREIGHT: FREE: Yes No **(OR) FREIGHT: ADD** _____ %

MINIMUM ORDER REQUIREMENTS: _____

IMPRINTING CAPABILITY: (if applicable) Yes No

COMMENTS:

**ACKNOWLEDGEMENT FORM
REQUEST FOR PROPOSAL #2019-008
ATHLETIC TRAINING SUPPLIES, UNIFORMS,
SPORTS/P.E. EQUIPMENT AND SUPPLIES CATALOG BID (SUPPLEMENTAL)**

Having carefully examined the Terms and Conditions and Specifications, the undersigned Vendor's Agents hereby propose and agree to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

The vendor affirms that, to the best of his/her knowledge, the proposal has arrived independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give him/ her an unfair advantage over other vendors in the award of this proposal.

Date: _____

Company Name: _____

President/Designee: _____

Position: _____

I have read and understand the terms and conditions herein and will abide by them.

President/Designee (Please Print)

President/Designee (Please Sign)

Company Name (Please Print)

Date

NO BID NOTIFICATION

VENDOR NAME _____

AGENT'S NAME _____

ADDRESS _____

BID NUMBER _____

DESCRIPTION _____

The Mesquite Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (please check one of the listed reasons)

Do not supply the requested product

Quantities offered are too small or too large to be supplied by my company.
(please circle one of the underlined items)

Specifications are "too tight" or written around a particular product. (please elaborate on this item) _____

Cannot bid against manufacturer or jobber on this item.
(please circle one of the underlined items)

Time frame for bidding was too short for my organization.

Not awarded a contract by MISD when you felt you were the low bidder.

Other _____

Please indicate your choice for remaining on MISD's bid list.

_____ I wish to remain on bid list. _____ I do not wish to remain on bid list.

VENDOR PRINTED NAME

DATE

VENDOR'S SIGNATURE

Time Document

Proposal#: 2019-008

Due: 12/6/2018

Time: 2:00 PM

**Athletic Training Supplies, Uniforms, Sports, &
P.E. Equipment & Supplies-Catalog Bid
Supplemental**

**To: Purchasing Department
Mesquite I.S.D.
3819 Towne Crossing Blvd Suite 203
Mesquite, Texas 75150**

Please cut out the label above and tape to the outside of the envelope in which you are sending your proposal response to ensure that your proposal is received in the Purchasing Department.

Thank you,

The Purchasing Department

CATALOG INFORMATION PAGE

Enter the catalog title, or Universal Resource Locator (URL) if catalog is available online, for each catalog to be included in this proposal along with the discount percentage from list price, if any. You may duplicate this form as necessary.

Catalog Title/URL: _____

Catalog Discount: _____ %

CATALOG INFORMATION PAGE

Enter the catalog title, or Universal Resource Locator (URL) if catalog is available online, for each catalog to be included in this proposal along with the discount percentage from list price, if any. You may duplicate this form as necessary.

Catalog Title/URL: _____

Catalog Discount: _____ %

PROPOSAL RESPONSE FORM

To: Mesquite Independent School District
Darci Hooten, Purchasing Director
3819 Towne Crossing Blvd, Suite 203
Mesquite, Texas 75150

From: _____
Company Name

Address

City/State/Zip

Area Code & Telephone Number

Fax Number

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the Instructions and Specifications contained herein, and that if accepted by the Mesquite Independent School District, all of the provisions are part of a binding contract between the Mesquite Independent School District and our company. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Owner or Legally Authorized Representative Title

Signature Date

VENDOR PROFILE

Company Name _____

Company Address _____

Website Address _____

Telephone Numbers:

To place orders _____

To check on orders _____

FAX _____

Contacts:

Corporate contact for this proposal:

Name _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Email _____

Local contact for this proposal:

Name _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Email _____

Number of years company has been in business under this name _____

Other company names used with dates, from/to:

Remit to Address (if different than above):

Address _____

City, State, Zip _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p> <p>Mesquite Independent School District 3819 Towne Crossing Blvd. Mesquite, TX 75150</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MESQUITE ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed and attached to proposal in the Response Attachment section)

Mesquite ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Mesquite ISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Mesquite ISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person: a) who has a controlling interest in a business entity with whom Mesquite ISD contracts; or b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

As a “business entity,” all vendors must electronically complete, print, sign and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm. Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity.

The completed Form 1295 with the certification of filing must be filed with MESQUITE ISD by attaching the completed form to the proposal in the Response Attachment section.

Mesquite ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After Mesquite ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from Mesquite ISD.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

House Bill 89 Verification

I, _____(Person name), 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, after being duly sworn by the undersigned notary, do hereby depose and verify under oath 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.

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

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date



**MESQUITE INDEPENDENT SCHOOL DISTRICT
PROPOSER/VENDOR CERTIFICATION FORMS
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by Mesquite ISD for any contract resulting from this procurement process. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200-Appendix II to Part 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Mesquite ISD is the Subgrantee or Subrecipient by definition.

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.

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

Does vendor agree to abide by the above?

YES_____ Initials of Authorized Representative of Vendor

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

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

Does vendor agree to abide by the above?

YES_____ Initials of Authorized Representative of Vendor

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

Does vendor agree? YES_____ Initials of Authorized Representative of Vendor

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and 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 Mesquite ISD, the vendor certifies that during the term of an award for all contracts by Mesquite ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES_____ Initials of Authorized Representative of Vendor

- H. **Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (2 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension".**

SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Mesquite ISD, the vendor certifies that during the term of an award for all contracts by Mesquite ISD resulting from this procurement process, the 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 and that they will notify the Mesquite ISD Purchasing Department at 3819 Towne Crossing Boulevard, Suite 203, Mesquite, Texas and 972-882-5542 within 3 business days from the date of debarment, if they become debarred.

Does vendor agree? YES_____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Mesquite ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Mesquite ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobby 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 PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by Mesquite ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that the vendor 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, or all other pending matters are closed.

Does vendor agree? YES_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Mesquite ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does vendor agree? YES_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES_____ Initials of Authorized Representative of Vendor

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

Vendor's Name/Company Name: _____

Federal ID # _____ Company registered on SAM.gov? Yes_____ No_____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number:_____

Printed Name and Title of Authorized Representative:_____

Email Address:_____

Signature of Authorized Representative:_____ Date:_____

MUST BE COMPLETED AND RETURNED WITH PROPOSAL FORMS

REFERENCES

List below three (3) institutions/companies for whom you have provided goods in the past 12 months.

1. Institution/Company

Name _____

Street Address _____

City/State/Zip _____

Contact's Name _____

Phone Number _____

2. Institution/Company

Name _____

Street Address _____

City/State/Zip _____

Contact's Name _____

Phone Number _____

3. Institution/Company

Name _____

Street Address _____

City/State/Zip _____

Contact's Name _____

Phone Number _____