



PURCHASING DEPARTMENT
100 WALTER STEPHENSON ROAD
MIDLOTHIAN, TX 76065
PHONE: (469) 856-5032 FAX: (972) 775-1757

Request for Qualifications #2021-003 - Legal Services

Date of Issue: August 6, 2020

The Midlothian Independent School District is requesting Qualification Statements from qualified firms to provide Legal Services for MISD for one (1) year from date of award, with the District's option to renew annually for four (4) additional twelve (12) month periods.

SUBMIT PROPOSAL NO LATER THAN 2:00 PM LOCAL TIME ON AUGUST 25, 2020.

Your proposal **MUST** be signed by an individual authorized to contractually bind the firm or individual submitting the proposal. Failure to sign the proposal will cause it to be rejected as **NON-RESPONSIVE**. Person signing the Proposal should show title or authority to bind his/her firm in a contract.

RESPONSES WILL NOT BE OPENED OR READ PUBLICLY

You are representing to Midlothian ISD that you are authorized to submit this proposal by signing below.

Company Name: _____ Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Printed name _____ Email _____

Signature of authorized representative _____ Date _____

Title _____

NOTICE REGARDING SUBMISSION OF RESPONSE TO THIS RFQ

Midlothian ISD recommends you either hand deliver the RFQ response to the Purchasing Office at the address below or have it delivered by a courier type service, such as UPS or FedEx, etc., with a recipient's signature and documented time of delivery.

Proposals may also be submitted to the address via the U.S. Postal Service.

This district is not responsible for late, misdirected or lost mail.

Proposals received at the Midlothian ISD Purchasing Office after the time and date specified below will not be considered and will be filed unopened. The district shall not be liable for late proposals.

Oral, e-mail, or telegraphic proposals are not acceptable. **DO NOT FAX YOUR SUBMISSION.**

SUBMIT ONE ORIGINAL, FOUR (4) COPIES and ONE (1) ELECTRONIC COPY (FLASH DRIVE) OF PROPOSAL unless otherwise indicated in the specifications.

To respond, mark envelope RFQ #2021-003 Legal Services and submit to the Purchasing Office no later than 2:00 PM CST, August 25, 2020.

Submit to:
Shana Volentine, Purchasing Agent
Midlothian ISD
100 Walter Stephenson Road
Midlothian, TX 76065

Any submissions of information or documents to Midlothian ISD (District) pursuant to this RFQ is deemed public information by the District unless the Purchasing Agent of the District is notified by the enclosed form and the Proposer has followed the process outlined on the form. Failure to follow the process outlined in the enclosed forms may cause your proposal to be rejected as nonconforming. The right is reserved to accept or reject each item separately or as a whole. **The District reserves the right to reject any or all bids or proposals and to waive any informality.** Any reference within the following pages of this document to bid, Request for Proposal (RFP), Competitive Sealed Proposal (CSP) could be technically inaccurate but should be construed to mean and are used interchangeably as the designated legal method of procurement listed at the top of this page. **It is the responsibility of the proposer to monitor the Midlothian ISD's website www.misd.gs.** No order is valid under an award resulting from this procurement process until a valid Purchase Order is issued to the Proposer.

PURPOSE

The purpose of the Request for Qualifications is to select a firm(s) to represent the Midlothian Independent School District in legal matters.

INSTRUCTIONS TO PROPOSERS

1. The Proposer is strongly encouraged to read the entire RFQ document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of RFQ.
2. If any exceptions are taken to any portion of this RFQ, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the RFQ. The failure to identify exceptions or proposed changes will constitute acceptance by the proposer of the RFQ as proposed by the District. The District reserves the right to reject a RFQ containing exceptions, additions, qualifications or conditions.
3. The RFQ response must be signed by an individual authorized to contractually bind the firm submitting the RFQ. A failure to sign the RFQ will cause it to be rejected as non-responsive. RFQs must give full firm name and address of Proposer. Person signing RFQ should show title or authority to bind his/her firm in a contract.
4. All questions regarding this invitation must be submitted in writing (email preferred) to Shana Volentine, Purchasing Agent – shana.volentine@misd.gs identified on the first page of this document. Requests for information/interpretation must be received in writing on or by **August 18, 2020**. Only questions answered by formal posted written addenda will be binding. Questions and answers will be posted on the MISD website by **August 20, 2020**.
5. Responses and offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of RFQs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees for action, if required.
6. The successful proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by Midlothian ISD.
7. All Proposers must execute the forms enclosed (or otherwise requested herein) for the RFQ to be considered responsive. The name of the representative on these forms should be the same. All supplemental information required by the RFQ Form must be included with the RFQ. Failure to provide complete and accurate information may disqualify the Proposer.
8. Women and minority owned businesses, and historically underutilized businesses (HUB), shall have equal access as compared to other vendors, to competitive bidding, competitive sealed proposals, and request for proposals as defined by the Texas Education Code 44.031.
9. It is the policy of the Midlothian Independent School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, or age in its programs and activities, its educational programs, nor in its employment practices.
10. In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this RFQ is released until the award.

11. This RFQ is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of the district, is at any time while the RFQ is in effect, an employee of any other party to the RFQ in any capacity or a consultant to any other party of the RFQ with respect to the subject matter of the RFQ.
12. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.

TEXAS PUBLIC INFORMATION ACT

Midlothian ISD is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552) (“TPIA”). Responses to this Solicitation may be subject to release as public information unless the response or specific parts of the response are excepted from public disclosure under such Act. Proposers should consult their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration 7 Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

In the event a request received by Midlothian ISD involves documentation that Proposer has clearly marked as confidential and/or proprietary, Midlothian ISD will provide Proposer with the required notices under the TPIA. Proposer acknowledges that it has the responsibility to brief the Attorney General’s Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

WITHDRAWAL OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, the Midlothian ISD will consider a WRITTEN request from any Proposer that the Proposer be allowed to withdraw any proposal submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR PROPOSAL SUBMISSION as stated in the Notice of Invitation to Proposal included with this Proposal Invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate his/her title along with his/her signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the Notice of Proposal Invitation. If there is any question in the mind of the management or staff of the Midlothian ISD regarding the identity of the proposal or the identity of the proposer relating to any request for the withdrawal of any proposal, the Midlothian ISD will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by the Midlothian ISD will require the completion and signature of a written receipt by the Proposer's representative satisfactory to the management or staff of the Midlothian ISD before the proposal will be released. The decision of the management or staff of the Midlothian ISD relating to any matters concerning proposal withdrawal will be final.

If a Proposer requests to withdraw a proposal and the Midlothian ISD allows the withdrawal of the proposal, the Proposer may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the Notice of Invitation to Proposal included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in

these General Terms and Conditions.

If a proposer resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposer must initial all alterations made to any proposal document. All proposals in the possession of the Midlothian ISD at the time proposals are due shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the Notice of Invitation to Proposal included with this proposal invitation.

COLLUSION/DISQUALIFICATION

Proposer may be disqualified before or after Midlothian ISD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposal and deviations/exceptions stipulated in Proposer's response may also result in disqualification.

TIMELINE

Issue Date	August 6, 2020
Deadline for Questions	August 18, 2020
Issuance of Addendum #1 with Response to Proposer Questions	August 20, 2020
Proposal Due Dates	August 25, 2020

TERMS AND CONDITIONS

In submitting a RFQ, the Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFQ between the Proposer and the Midlothian Independent School District. By submitting a RFQ, each Proposer agrees to waive any claim it has or may have against the Midlothian Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any RFQ; waiver of any requirements under the RFQ Documents; acceptance or rejection of any RFQs; and award of Contracts, if any.

Regardless of the award of RFQ hereunder, the District retains the right to issue subsequent proposals and approve additional firms for the same or similar items/services during the agreement period should it be determined that doing so would be in the District's best interest.

COMPLIANCE WITH LAWS

Proposer and Midlothian ISD shall comply with all applicable federal, state and local laws, statutes, ordinances, standards, orders, rules and regulations. All federal, state and local laws, statutes, ordinances, standards, orders, rules and regulations, including EDGAR Certifications, are hereby integrated into this Contract.

Student Confidentiality

By submitting a response, Proposer acknowledges the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to awarded Propose shall be provided in compliance with the requirements and exceptions outlined in FERPA. Proposer must comply with said law and regulations and safeguard student information. Proposer must destroy any student information received from the District when no longer needed for provision of services to the District.

RECORD RETENTION

Proposer shall preserve all records relating to this RFQ and/or Contract for a period of seven (7) Midlothian ISD fiscal years or for such longer period as may be required by law, after final payment relating to this project.

RIGHT TO AUDIT

Proposer shall maintain on a current bases complete books and record relating to this RFQ. Such records shall include, but not be limited to, documents supporting all proposals, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work pursuant

to this RFQ. In addition, Proposer shall maintain detailed payroll records including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least seven (7) Midlothian ISD fiscal years from completion of any work performed pursuant to this RFQ. Proposer will permit District to audit all books, accounts or records relating to this RFQ or all books, accounts or records of any business entities controlled by Proposer that participated in this RFQ in any way. Any audit may be conducted on Proposer's premises or, at District's option; another location. Proposer shall provide all books and records within fifteen (15) days upon receipt of written notice from the District.

ASSIGNMENT

The successful Proposer may not assign its rights and duties under an award without the written consent of the Midlothian Independent School District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

TERMINATION

Midlothian ISD shall have the right to terminate for default all or part of a resulting contract if the Proposer breaches any of the terms hereof or if the Proposer becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Midlothian ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

Midlothian ISD may terminate a resulting contract and debar the Proposer from future "bidding" for violations of federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

In the event of a material failure by the Proposer to provide services in accordance with the terms of this RFQ ("default"), the District may terminate the award upon ten (10) calendar days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the District. The termination will not be effective if the material failure is fully cured prior to the end of the ten-day period.

Termination by the District will not relieve Proposer from liability for any default or breach under a resulting agreement or any other act or omission of Proposer. If Proposer fails to cure any default within ten (10) calendar days after receiving written notice of the default, the District will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Proposer, any and all reasonable expenses incurred in connection with the District's curative actions.

In the event the award is terminated, then within thirty (30) calendar days after termination, Proposer will reimburse the District for all fees paid by the District to Proposer that were (a) not earned by Proposer prior to termination, or (b) for goods or services that the District did not receive from Proposer prior to termination.

Should any termination of this RFQ award be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience as provided herein.

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing herein shall commit the District to an arbitration resolution of any disagreement under any circumstances. Any claim arising out of or related to this RFQ, except for those specifically waived, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated

filing fee equally. Mediation shall be held in Ellis County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

DEFAULT AND REMEDIES

The Proposer shall be considered in default of this RFQ, and such default shall be grounds for the District to terminate any resulting award for this RFQ and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Proposer fails to perform any of its obligations under this RFQ and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFQ award be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience as provided herein.

GRATUITIES

The District may, by written notice to the Proposer, cancel this RFQ without liability to Proposer if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any Board Member, officer, or employee of the Midlothian Independent School District with a view toward securing a RFQ or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

CONTROLLING DOCUMENTS AND INTEGRATION

The Contract resulting from this solicitation consists of the RFQ, including all Addenda, the Proposal submitted by Proposer that is satisfactory to the District, and accepted and awarded by the district, and the District's Contract form(s) which may include, but are not limited to, a written contract, an agreement letter, or a purchase order. ***NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY PROPOSER FORM, PROPOSAL, OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE CONTRACT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.***

To the extent that there is any conflict between or among the documents composing the Contract, the following hierarchy (from most to least authoritative) shall prevail: (i) the District's Contract forms (written contract, agreement letter, or purchase order as applicable); (ii) RFQ as provided by the District and all Addenda; and (iii) any Proposal provisions submitted by Proposer and agreed to by the District.

FORCE MAJEURE

Neither Proposer nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFQ is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFQ, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, pandemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not

be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFQ.

Failure of Proposer to fully comply with the terms and provisions of this RFQ shall constitute grounds for declaring the Proposer in default.

FIXED TERM OF ENGAGEMENT PRICING

All pricing proposed shall be maximums and be fixed as a maximum rate for the term of the engagement subject to the allowance by the District for the firm to decrease rates at any time.

SECTION HEADINGS

The headings of sections contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

THIRD PARTY BENEFICIARIES

Nothing relating to this project shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this request.

INDEMNIFICATION AND HOLD HARMLESS

The Midlothian ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying it or any third parties for any damages arising pursuant to this RFQ. Except as otherwise expressly provided, Proposer shall defend, indemnify, and hold Midlothian 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 Proposer, its agents or employees in the performance of its obligations pursuant to this RFQ. This clause shall survive termination of any resulting award.

The successful Proposer will be expected to indemnify and hold harmless the Midlothian ISD and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the Proposer's proposal or ultimate contracts awarded and approved.

The successful Proposer will be expected to indemnify and hold harmless the Midlothian ISD, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the Proposer or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by Midlothian ISD and the Proposer.

NON-APPROPRIATION OF FUNDS

District will make reasonable efforts to obtain and appropriate funds each fiscal year for payment of its contractual obligations pursuant to this RFQ. In the event that the District does not appropriate funding for the next fiscal year for the services specified, then the affected obligations shall terminate at the end of the last fiscal year for which funding is appropriated. The rates and charges, terms and conditions of this Contract are subject to review and/or approval by the regulatory authorities of the State of Texas.

PAYMENT TERMS

Midlothian ISD complies with the State of Texas Prompt Payment Act, Texas Government Code, Chapter 2251. (See statute for specifics). Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- a. Invoice is received at the address indicated on the purchase order
- b. Pricing on the invoice matches the price on the purchase order
- c. Include a detailed description of the goods or services provided, the purchase order number, invoice number and any applicable cash discount
- d. Include a summary sheet with the purchase order number, invoice number, and total amount
- e. Quantities on the invoice do not exceed those specified on the Purchase Order
- f. Unique invoice number used for each billing
- g. Merchandise has been shipped or service performed
- h. Description of goods and services on the invoice shall match the description on the Purchase Order

Cash/prompt payment discounts offered will not be considered in determining the award, but will be taken if earned.

Proposer agrees to pay any subcontractors the appropriate share of the payment received from Midlothian ISD not later than the tenth (10th) day after the date Proposer receives the payment from Midlothian ISD. The exceptions to payments made by Midlothian ISD listed in Texas Gov't Code Section 2251.002 shall apply to this Contract.

INVOICING AND PAYMENT

Billing invoices should include:

1. A description of the work performed by each professional each day at increments no greater than one-quarter (.25) hour;
2. A summary indicating the name of each professional, the total hours worked, the applicable hourly rate, and the total fees for the billing period; and,
3. A detailed itemization of expenses; the district will not approve billings for "miscellaneous" or "other overhead expenses".

Invoices must contain the appropriate MISD Purchase Order number on the face of the invoice for each matter. Invoices submitted without the correct Purchase Order number shown may be returned to the Proposer for correction. Corrected invoices will be subject to the same payment provision as original invoices.

Invoices should be provided to the District in a timely manner. Firms are requested to invoice the District within 30 days of providing goods and/or services to the District. Proposers who continuously invoice the District in a manner that is outside of generally accepted business practices may affect their continuing

relationship with the District.

In the event a Proposer presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, the District may be required to perform substantial research which could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Proposer.

GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Ellis County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

SCOPE OF SERVICES

The Midlothian Independent School District (the “District”) is accepting qualification statements from qualified firms to provide legal services to Midlothian ISD. Law firms/law offices are needed to provide legal services for the matters related to: labor and employment law, administrative hearings, investigations, immigration law election law, special education a Section 504, construction law, intellectual property general litigation, real estate, general school law, open records requests and other legal services that may be required.

Midlothian Independent School District (“Midlothian ISD” or “the District”), is a school district based in Midlothian, Texas and has an enrollment of approximately 10,000 students. The District has 7 elementary schools, 3 middle schools, 2 high schools and 1 collaborative student center for Career and Technical Education. Midlothian ISD also employs approximately 1,100 staff members, which includes teachers and administrators at all school campuses.

Additional information about Midlothian ISD can be obtained from the District’s website at www.misd.gs.

CATEGORIES OF PROPOSED LEGAL SERVICE

1. *Business and Commercial Law* - Selected counsel will provide legal advice and representation in business operations including procurement of electricity, energy management and related federal and state regulatory matters.
2. *Construction Law* - Selected counsel will provide legal advice in drafting and negotiating construction contracts, and provide legal advice and representation on contested construction related matters, including litigation.
3. *Facility Use/Naming Rights*- Selected counsel will provide legal advice and representation in matters concerning naming rights, sponsorships and marketing campaigns in connection with the purchase, lease, construction and/or use of District facilities and property.
4. *General School Law* - Selected counsel will provide legal advice in all areas of school law such as finance, trustee elections, public information requests, contracts, charter schools, student discipline, employment issues, parental rights, and other school related areas.
5. *Employment Matters* – Selected counsel will provide legal advice and representation in contested and non-contested employment matters involving the issuance of or recommendation for discharge, termination or non-renewal of a teacher’s or administrator’s contract, as well as non-chapter 21 contract employees and at-will employees. Counsel will represent Midlothian ISD in state and federal trials and appeals. Counsel will, as requested, provide legal advice on general personnel matters, including personnel policy revisions. Knowledge of the requirements of discharge, termination and non-renewal requirements pursuant to the Texas Education Code, Commissioner hearing rulings and applicable state and federal law required.
6. *Hearing Officers* - Selected counsel will preside over and issue written opinions in student/parent hearings held under Section 504 of the Rehabilitation Act, student/parent complaints, employee dispute resolution matters, and other district disputes.
7. *Immigration Law* - Selected counsel will provide legal services regarding employment and retention of immigrants. Joint proposals between firms will be considered in this category only.

8. Investigations - Selected counsel will provide thorough independent investigations of noncriminal misconduct.
9. Real Estate - Selected counsel will provide legal advice and representation in contested and non-contested contracts, eminent domain and Land acquisition, but excluding construction-related contracts.
10. Personnel Administration and Benefits - Selected counsel will provide legal advice and representation in contested and non-contested matters involving teacher contracts, administrator contracts and general personnel matters, including personnel policy revisions.
11. Small Claims Litigation - Selected counsel will provide legal representation in defending and suing on behalf of the District in matters under the jurisdiction of Justice Courts.
12. Special Education and Section 504 and Civil Rights Issues– Selected counsel will provide legal advice and representation in contested and non-contested matters for the District including representation at ARD meetings, due process hearings, Section 504 meetings and hearings, and state and federal trials and appeals.
13. Civil Rights – Selected counsel will represent the District in matters involving civil rights, including voter’s rights, but excluding the areas of special education and Section 504.
14. Intellectual Property – Selected counsel will provide legal advice, representation and litigation related to intellectual property issues, including copyrights and trademarks.
15. Employment Litigation and Personnel Matters – Selected counsel will represent the District in EEOC matters, employee grievances, and defending the District in state and federal court against claims of discrimination under Title 7, the ADEA, USERRA, FLSA, ADA, FMLA and the Texas Labor Code.
16. Bankruptcy – Selected counsel will provide legal representation in bankruptcy matters and other general litigation falling under the jurisdiction of Bankruptcy Courts.
17. Special Counsel to the Board - Selected counsel will provide counsel to the Board of Trustees.
18. Other Legal Services – Services for legal assistance not included in this RFQ may be negotiated from attorneys selected in this process that are best suited for needs yet to be defined.

TERM OF CONTRACT

No contract will be exclusive. All contracts will be for a one-year term with four (4) additional annual renewal options subject to negotiation. Fee structure will be reviewed at the end of the second one-year term and may be renegotiated for subsequent terms. The District reserves the right to terminate the contract with advance written notice to the other party at will.

FEES AND BILLING

All work to be billed to the district must be pre-approved by MISD designee(s), Superintendent of Schools or Board President. Fees generated from matters not pre-approved may not be paid.

ALTERNATE BILLING ARRANGEMENTS

The Midlothian ISD believes alternative billing arrangements have usefulness.

Please answer the following questions:

1. Has your firm instituted any cost containment models, practices or procedures? If so, what are they and how do they work?
2. Are there any services, or aspects of litigation, that can be performed by your firm on a flat-fee basis?
3. Has your firm participated previously in any kind of results oriented billing arrangements and, if not, are you open to discussing such an arrangement?

DELIVERY OF DOCUMENTS

Consistent with the urgency of the matter, it is expected that Counsel utilizes the most economical form of transmission or delivery of documents.

OVERHEAD

Counsel will not be reimbursed for items traditionally treated as law firm overhead, such as secretarial/staff overtime, law students, summer associates, word processing, library charges, and utilities.

Experts and Outside Consultants. Outside consultants and experts should be retained only after direct consultation with the MISD designee(s), Superintendent of MISD, and/or the Board of Trustees.

Unless prior approval has been obtained from the District, only one (1) attorney shall bill for services on a single project at the same time. In addition, only one (1) attorney will be allowed to bill for internal conferences between attorneys.

All billings must be in increments not greater than .25 (one-quarter) hours.

All selected law firms must abide by all district billing invoice guidelines or requirements.

In the event a particular matter appears to fall under more than one category, if needed, the District will make a determination regarding which firm will be assigned the matter. Such determination shall be final.

DISCOUNTS

Firm proposals may include a percentage discount to be applied to charges on an annual or monthly basis for billings exceeding a set amount.

WORKSHOPS/ TRAINING

Firm proposals should be prepared to provide annual workshops/training for district staff on subjects determined by the Superintendent or Board President, upon request, at reduced or no cost. The Proposer should provide fees, if applicable, and number of hours of training in their proposal.

CONFLICT OF INTEREST STATEMENT

Each proposal must contain a statement that the Proposer, if selected, agrees not to undertake future representation of any person or entity in a manner adverse to the District's interests during the term of the contract and for a period of two years after termination of the contract.

CONFLICT OF INTEREST

No employee, officer or agent of the District may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. Midlothian ISD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Proposers or parties to subcontracts. Midlothian ISD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

PROPOSER CONDUCT

During the RFQ process, Proposers are not permitted to contact any MISD employee unless at the request of MISD's Purchasing Agent. Firms currently representing the district on legal matters may contact the District as necessary. Communications regarding this RFQ will only be accepted in writing. No gratuities of any kind will be accepted including meals, gifts, or tips during the RFQ process. Violation of these conditions will subject any Proposer to immediate disqualification.

RFQ COMPONENTS

REFERENCES

Please provide a list of references of like entities with contact person and contact information. The District reserves the right to contact references from the Proposer's client list.

PROPOSAL FORMAT AND CONTENT

Proposals must respond to each of the following requests in the order indicated. Please provide the information requested below for all counsel who may perform any of the requested services.

1. Executive Summary, Firm's Profile and Experience	<ul style="list-style-type: none">• Indicate the date your firm was established.• Provide a description of your firm's presence in Texas and specifically Ellis, County. Note the location of each office, the staffing at each office, and whether agents are licensed in the State of Texas• Identify any governmental entities, agencies, or political subdivisions, other than school districts, the firm represents or has represented. Include the time period during which the firm represented each such agency and the nature of the work performed.• Describe the products and services provided by your firm. Describe your firms' specialty and/or area(s) of expertise. The response should identify the length of time that the firm has provided the requested and/or similar services requested by this RFQ in each practice area.
2. Services & Service Plan (Describe the	<ul style="list-style-type: none">• Describe the firm's approach to maintaining

<p>specific services and methodology or work plan your firm proposes to provide)</p>	<p>responsive communication with your clients and keeping the client informed of problems and progress</p> <ul style="list-style-type: none"> • Explain your firm’s plan for conferring on a regular basis with Midlothian ISD designee(s) • Explain the technology utilized by your firm and explain the efficiencies gained by use of technology • Provide a detailed description of the approach and methodology to be used to accomplish the requirements as detailed in the scope of services of this RFQ. The methodology section should include: <ul style="list-style-type: none"> a) Information as to the capabilities and resources of the office(s) from which respondent proposes to perform the required services, and a listing of professional personnel by name and discipline that would be assigned to perform the services requested by this RFQ. b) A description of respondent’s quality control program, focusing on the policies and procedures to be employed to assure a complete, accurate and quality product. • With specificity, describe what makes your firm uniquely qualified to provide the required products and services, including any superior qualities your firm possesses, that would benefit the Midlothian ISD. Include in the response your firm’s ability to provide legal training and resource material (Attach separate sheet, if needed).
<p>3. Litigation/Lawsuits</p>	<ul style="list-style-type: none"> • Has the firm or any member of the firm engaged in litigation or represented clients in matters against or adverse to the Midlothian ISD, its Superintendent or Board of Trustees? If so, describe the circumstances and resolution. • Explain in detail any disciplinary actions taken, investigations currently being conducted, or lawsuits filed against your firm or representatives of your firm during the last five years by federal, state industry regulatory

	<p>bodies, or clients.</p> <ul style="list-style-type: none"> Identify and describe in detail any indictments, conviction or civil offenses arising directly or indirectly from the conduct of business by our firm or any of its partners, associates, employees or agents.
<p>4. Firm's Expertise</p> <p>(Detailed resume to include:</p> <ol style="list-style-type: none"> Education, including advanced degrees; Years and jurisdictions of admission to practice; Number of years engaged in litigation practice in the designated practice area General work experience (including an indication of whether the individual has tried any jury cases and, if so, approximately how many); Any professional distinctions in litigation (e.g., trial certification, teaching experience); and Area(s) of specialization, and office location of the attorney 	<ul style="list-style-type: none"> Provide a list and resumes of proposed full-time and part-time staff, consultants and subcontractors who may be assigned work on Midlothian ISD matters. Please specify their direct experience in working with Texas school districts, educational institutions and/or other public institutions and their office location. Documentation should detail proposed staff members' tenure with the firm, as well as in the legal profession. List the name, address, phone number, fax number and e-mail address of the contact person who is authorized to answer questions and negotiate the terms and conditions of this engagement of behalf of your firm.
5. Fee and Expense Structures	<ul style="list-style-type: none"> Identify and provide a schedule of your fees as indicated in the Proposal Pricing Sheet.
6. References	<ul style="list-style-type: none"> Identify any school districts, governmental entities and/or public sector entities represented by the firm during the last five (5) years. For each district, provide the name of the type of matter, the contract dates and the name and contact information of the school district, governmental entity and/or public sector entity employee responsible for overseeing the work performance of the firm.
7. Acceptance of RFQ and Contract Terms & Conditions	<ul style="list-style-type: none"> Provide a statement accepting all terms and conditions within the RFQ document to include acceptance of the contract form or detail all exceptions/deviations and the rationale for the deviation.
8. Other Information	<ul style="list-style-type: none"> Any other information you believe will assist Midlothian ISD in evaluating your Statement of Qualifications

Additional Information to consider when responding

Describe any special training or experience members of your firm possess that may assist in providing the requested legal services.

Describe the firm's approach to maintaining responsive communication with your governmental clients and keeping the client informed of problems and progress.

As to the members of the litigation department who would be involved in handling the litigation as special counsel, describe the role each would play in the litigation and the approximate percentage of the work that each would perform. Percentages for junior lawyers may be listed separately or in the aggregate.

Other Qualification Information

Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if your firm acts as litigation counsel to the Midlothian ISD or any of its departments, offices, or divisions.

Identify your firm's malpractice insurer and describe the insurance limits.

Provide affirmation that the firm and all engaged employees are in good standing with all agencies or departments of the State of Texas.

GENERAL PROVISIONS

The Firm agrees not to undertake future representation of any person or entity in a matter adverse to the District's interests during the term of this Agreement and for a period of two years after termination of this Agreement. The Firm commits to utilizing Minority and Women Business Enterprises on matters assigned by the District whenever an opportunity to do so exists and doing so does not increase cost or compromise quality of service.

The parties agree that the District participates in insurance programs with various carriers. Each carrier has a panel of attorneys from which the District's legal representation is selected. It is understood by the parties that the categories of legal services to be provided under this agreement do not include those lawsuits and other legal matters which are covered under the insurance policies and agreements with the District's insurance carriers.

The Midlothian ISD reserves the right to determine the scope of representation.

EVALUATION CRITERIA

Qualification Statements will be evaluated by designated District personnel. The criteria for evaluation of Qualification Statements and selection of the successful firm(s) for this award will be based on the criteria outlined in the following chart.

Please ensure that you provide a response to each criterion and if the answer is not subsequent to the question, please note where in your response the criterion is addressed.

Firm's Experience & Reputation	<ul style="list-style-type: none"> a. The respondent's demonstrated competence and experience with Midlothian ISD or similar school districts and/or public sector entities (10 points) b. The respondent's awareness of and demonstration of effective strategies to address present and forecasted legal issues that will impact the Midlothian ISD (15 points) c. Describe the participation of women and minorities in your firm. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your firm that is owned by women and by minorities (5 points)
Qualification of Personnel Assigned	<ul style="list-style-type: none"> d. Qualification of respondent's team, including education and experience (10 points)
Methodology and Delivery of Services	<ul style="list-style-type: none"> e. The attorney or firm's use of alternative dispute resolution techniques as evidence by past success in engaging in these techniques (5 points) f. The attorney or firm's geographical proximity to the District (5 points)
Quality of Services Provided	<ul style="list-style-type: none"> g. The soundness of the respondent's approach to providing legal counsel (10 points) h. The firm's ability to effectively provide legal representation while minimizing costs and Respondent's demonstration of the incorporation of technology and management of legal services (5 points)
Contract Terms & Conditions	<ul style="list-style-type: none"> i. Acceptance of terms and conditions within the RFQ document to include acceptance of the contract form (5 points)

Other Factors	<p>j. Respondent’s demonstrated capacity and financial resources to provide required services (5 points)</p> <p>k. Other information in the RFQ or the firm’s response to the RFQ or other information received by the District (10 points)</p>
References	<p>l. The quality of references from past customers of the respondent (10 points)</p> <p>m. Past experience with Midlothian ISD (5 points)</p>

PROPOSAL PRICING SHEET

Pricing shall be firm for 24 months from date of response with changes negotiated after that time. Price may be reduced at any time.

Note: This proposal format must be used for proposal to be considered. Make sure you read Special Terms & Conditions/Proposal Specifications before filling-in the proposal pricing information. Please print your responses VERY CLEARLY.

Descriptions are included in this document under heading “**CATEGORIES OF PROPOSED LEGAL SERVICE**”

Type of Service	Cost per hour	Comments
Business and Commercial Law		
Construction Law and Construction Bonds		
Facility Use/Naming Rights		
General School Law		
Hearing Officers		
Immigration Law		
Investigations		
Real Estate, including eminent domain and land acquisition		
Personnel Administration and Benefits		
Small Claims Litigation		
Special Education/Section 504, including assoc. Civil Rights		
Civil Rights except Special ED and Sec. 504		
Special Counsel to the Board		
Other		



RFQ 2021-003
Legal Services

Company Name

Address

City/State/Zip

Area Code & Phone Number

Fax Number

E-mail Address

Federal Tax Identification 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. I also certify that this submission is made without previous understanding, agreement, or connection with any person, firm or cooperation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Owner or Legally Authorized Representative

Signature

Title

Date

Insurance and Fingerprint Requirements

FINGERPRINT

It is possible that a Proposer may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the Proposer has staff that meet both of these criterion-

(1) will have continuing duties related to the contracted services;

and

(2) has or will have direct contact with students

Then you have “**covered**” employees for purposes of completing the attached form.

Midlothian ISD recommends all Proposers consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, 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 to a Texas Independent School District. Texas DPS phone # is 512-424-2474

INSURANCE

Commitment to Provide Insurance Affidavit

RFQ 2021-003

By submitting a proposal response and signing below, I affirm the following:

I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, the Midlothian ISD Purchasing Department has the right to reject this proposal and award the contract to the next firm meeting all requirements. If you have any questions concerning these requirements, please contact the Finance Office at 469-856-5037.

Proposer Signature _____

Date _____

Texas Education Code Chapter 22
Certification for Criminal History Check

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: *Covered employees:* Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. ***Disqualifying criminal history:*** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I certify that

[Check one]: None of the employees of Contractor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination. Company name _____

Printed name of Company Representative: _____

Signature _____ Date _____

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this proposal, the Proposer certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Proposer or with any Competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposal for this project, to any other Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- 4) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Proposer as well as to the person signing in its behalf.

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature _____

Printed Name _____

Company Name and Address

Telephone Number () _____ Date _____

LEGAL COMPLIANCE

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the Proposer agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to Midlothian ISD?

YES _____ NO _____

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature _____ Printed Name _____

Company Name and address _____

Telephone Number () _____ Date _____

Historically Underutilized Business Information Questionnaire

- Does your company have a sub-contracting plan for utilizing Historically Underutilized Businesses as described below?

YES or NO (circle correct response)

If yes, please attach a copy of your plan to this sheet.

- Is your company certified as one or more of the following four certifications? Please check the ones that apply.

The District accepts HUB certification from the State of Texas and/ or D/M/WBE from any established certification organization.

- ❖ Certified State of Texas HUB
- ❖ Certified Woman Business Enterprise
- ❖ Certified Minority Business Enterprise
- ❖ Certified Disadvantaged Business Enterprise

If yes to any of the above, please attach copy of your certifications to this sheet.

Authorized Company Representative Signature

Date

Printed Name and Title

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.

CRIMINAL BACKGROUND CHECK CERTIFICATION FOR CONTRACTORS

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information on covered employees. Contractors must certify to the school district that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. For more information on how to obtain criminal histories for covered employees, contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

Definitions:

Covered employee: Employee of a contractor who has or will have *continuing duties related to the contracted services* and has or will have *direct contact with students*. The school district will be the final arbiter of what constitutes direct contact with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only.

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. If it is unclear whether you or your employees will have direct contact with students, contact the Midlothian Independent School District.

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

Service Contractor: An entity, including a government entity and an individual independent contractor, that contracts or agrees with a school entity by written agreement or verbal understanding to provide services through individuals who receive compensation.

To Be Completed by Contractor/Company:

Name of Contractor/Company: _____
Contact Person: _____
Contact Number: _____

Certification

On behalf of _____ (“Contractor”), I, the undersigned authorized signatory for Contractor, certify to the Midlothian Independent School District (“District”) that *[initialone]*:

_____ I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety’s Finger-based Applicant Clearinghouse of Texas (“FACT”). I further certify to the District that I do not have a disqualifying criminal history. I agree to notify MISD in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term. I agree to provide MISD with the name and any other requested information of covered employees so that MISD may obtain my criminal history record information. I understand that MISD may terminate my services if at any time it determines, in its sole discretion, that my criminal history is not acceptable.

OR

Some or all of Contractor’s employees are *covered employees*. If this box is checked, I further certify that:

_____ (1) Contractor has obtained all required criminal history information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

_____ (2) If contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District within three (3) business days.

_____ (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

OR

_____ None of the Contractor’s employees are *covered employees*, as defined above, because: *[either one or both must be checked – refer to definitions on front page]*

[] Employees will not have “continuing duties related to the contracted services”

[] Employees will not have “direct contact with students”. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time contracted services are provided.

Signature _____ Date _____

Printed Name and Title _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.	OFFICE USE ONLY
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____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS
& BOYCOTTING OF ISRAEL
[Govt Code 808 (HB89) and Govt Code 2252 (SB252)]**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the “Vendor Companies”), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

 Initials of Authorized Representative of Vendor

Vendor’s Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

<p>MISD PURCHASING OFFICE (INTERNAL REVIEW): <u>SB 2252 Certification</u></p> <p>Comptroller List was reviewed and The Vendor <u> </u> (IS) (IS NOT) on the lists (Circle one).</p> <p>Verified by: _____</p>
