



Midlothian Independent School District
REQUEST FOR PROPOSAL (RFP) No.2021-018
Heritage High School (HHS) Furniture

Issue Date: March 11, 2021

Proposals shall be received by 2pm (CST) on March 30, 2021

Proposals shall be delivered to:

Midlothian ISD
Attn: Purchasing Department
100 Walter Stephenson Rd.
Midlothian, TX 76065

The Request for Proposal form shall be signed in ink and returned with proposal by the stated date and time to be considered for an award.

PROPOSAL SUBMITTED BY:

(Company Name)

(Address)

(State/Zip Code)

(Typed Name of Submitter)

(Phone #) (Fax#)

(Date of Proposal Submission)

Acknowledgement of Addenda

Addendum _____ dated _____ Signature: _____

Addendum _____ dated _____ Signature: _____

Addendum _____ dated _____ Signature: _____

Addendum _____ dated _____ Signature: _____

The Midlothian Independent School District (MISD) is soliciting proposals (RFP) for HHS Furniture per the specifications detailed in the solicitation document (separate Excel document) . Proposals marked RFP 2021-018 Heritage High School Furniture should be submitted to:

Midlothian ISD
Attn: Purchasing Department
100 Walter Stephenson Rd.
Midlothian, TX 76065

Proposals will be received at the above address until 2:00 pm, Tuesday, March 30, 2021. Proposals should be submitted in an envelope marked on the outside with the proposer's name and address and RFP number (2021-018 Heritage High School Furniture).

Proposals must be submitted in sufficient time to be received and time dated at the above location on or before the published catalog date and time shown on the RFP. Midlothian ISD will not be responsible for delivering mail from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened. Faxed Proposals will not be accepted.

Vendors shall submit one (1) original, (1) copy of the proposal response in three ring binders, and a digital submission. The digital submission on a USB Flash Drive must include the vendor proposal paperwork in PDF format (saved as VendorName HHS 2021-018 Documents) and the separate Excel specifications/ pricing file (saved as VendorName HHS 2021-018 Pricing). It is up to the sender to verify delivery.

Proposers must submit proposals with any material required by any addendum to this RFP by the time and date specified. The request for proposal form must be signed for any and all addendums. All proposals must remain open for sixty (60) days from the offer date pending acceptance by MISD.

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Terms and Conditions

1. This inquiry is intended to provide Midlothian Independent School District (known herein as MISD or the district), Midlothian, Texas, with district requirements for Heritage High School (HHS) furniture in accordance with specifications and conditions embodied within this inquiry.
2. This RFP may be awarded to more than one vendor.
3. The warranty, general, special terms and conditions, insurance, submittal documents and specifications as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the Proposer's pre-printed forms with this proposal or any other document submitted during, delivery of product, invoicing, acknowledgment letters, emails, faxes, routine communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed in writing by MISD.
4. During the term of the contract, items that may not have been included on the initial proposal may be included by mutual agreement of the successful contractor and the district as various needs change.
5. Upon receipt of proposals, the district will review the proposals and may request additional information including product or service presentations, as appropriate.
6. Any additional agreements/contracts to be signed by MISD shall be included with the proposal.

Warranty/Maintenance

7. The proposer shall honor all minimum standard warranties and extended warranties.
8. Warranty information must be submitted with your proposal.

Submittal of Proposals

9. Proposals may be submitted until 2:00 pm (CST), Tuesday, March 30, 2021 to the Purchasing Department, Midlothian ISD, 100 Walter Stephenson, Rd., Midlothian, Texas 76065.

10. Vendors are required to submit a minimum of 3 references comparable to Midlothian ISD. References should include the company name and contact information for an individual with direct knowledge of similar implementations for school district.
11. Upon receipt of proposals, MISD may request additional information, including product or service presentations, as deemed appropriate by MISD.

Questions

12. The deadline for submitting questions is 12:00 pm CST, March 23, 2021. Questions should be submitted by email and addressed to the Purchasing Office to purchasing@misd.gs. Answers to questions shall be made public by addenda to be posted on the district's website by the end of business on March 25, 2021. Answers shall be posted at <https://www.misd.gs/Page/3149>.
13. **Questions will not be accepted by phone. Midlothian ISD will only respond to questions submitted as directed above.**

Timeline

14. The following timeline will be used (all times are CST and subject to change):

Event	Date
RFP Available	March 11, 2021
Vendor Questions Deadline	March 23, 2021 @ 12:00 pm
Answers Posted by	March 25, 2021 @ 4:00pm
Proposals Due	March 30, 2021 @ 2:00pm
Proposals Awarded (Anticipated)	April 19, 2021

Pre-Bid Conference & Site Visits

15. No pre-bid conference is planned at this time.
16. No site visit is planned at this time.

Permits and Licenses

17. Firms should be fully licensed to complete all the work required. Copies of all applicable licenses should be provided with your response.

Bonding Requirements

18. Payment and Performance Bonds may be required for this project, if applicable.

Award of Contract(s)

19. Midlothian ISD reserves the right to award one or multiple contracts, whichever is in the best interest of the district.

Contract Term

20. The awarded contract will have an initial one-year term with contractual renewal terms and conditions determined with the successful vendor(s).

Submission Requirements

Form/Sheet	<i>*All forms to be included in printed submission and PDF & Excel documents saved to USB Flash Drive</i>	Respondent Initials	MISD Review
Proposal Form			
Pricing Document/Excel Printed and on Flash Drive			
Felony Conviction Notice			
Statement of Debarment			
Affidavit of Non-Discriminatory Employment			
Statement of Non-Collusion			
Disclosure of Interested Parties – Form 1295			
EDGAR Certifications			
Conflict of Interest Questionnaire			
Certification & Verification Regarding Terrorist Organizations & Boycotting of Israel			
W-9			

Evaluation Criteria

21. Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the Proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Proposer will be ranked based on an analysis of the criteria herein addressed.

- i. Purchase price
- ii. Reputation of vendor and of the vendor's goods or services
- iii. Quality of vendor's goods or services
- iv. Extent to which the goods or services meet the district's needs
- iv. Vendor's past relationship with the district
- vi. Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
- vii. Total long-term cost to the district to acquire the vendor's goods and services

viii. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

(a) has its principal place of business in this state; or

(b) employs at least 500 persons in this state; and

ix. Any other relevant factor specifically listed in the request for bids or proposals

The written Furniture Proposals will be scored and weighted based upon the following point distribution:

Evaluation Criteria		Max Points
1	Total Cost Proposal	35
2	Meets District Needs - Alignment to vision of building, functionality, durability, quality of craftsmanship, availability of inventory	25
3	Quality	10
4	Reputation of the vendor and of the vendor's goods and services	10
5	Past experience with vendor	10
6	Paperwork properly completed as required	10
TOTAL		100

Specifications

22. Awarded vendors will be expected to provide goods and services as specified within this document (separate Excel spreadsheet is available on the website and by request via email). Even though a brand name may be used to describe features and the expected quality of the product, Midlothian ISD will consider all products meeting specifications. Midlothian ISD will be the sole determiner of whether or not an alternative product is an equal to the stated specifications. Quantities stated herein are believed to be true and correct, but MISD reserves the right to alter or vary quantities within 20% and/or to delete any item. Proposing vendors may use additional pages, and submit additional information as needed.

Contract Conditions and Expectations

23. Conditions & Expectations:

- a. This proposal must be valid at least until May 30, 2021 for evaluation and possible Board approval.
- b. The awarded vendor(s) shall be responsible for professional and technical accuracy of its work and any subcontractors as permitted by MISD.
- c. The awarded contractor shall comply with all federal, state and local rules and regulations as applicable to its activities and obligations under this agreement.
- d. It is the responsibility of the responding vendor to validate the bill of materials provided in this RFP for any missing or incorrect items which could impact the solution.
- e. It is the responsibility of the responding vendor to gather any and all information required of a turn- key solution before submittal.

District Information

With approximately 9,900 students, Midlothian ISD enjoys a growing student population and strong community partnerships. The district operates 13 school campuses, which currently includes a daycare, 7 elementary schools, 3 middle schools and 2 high schools.

Proposal Form
for
RFP 2021-018 Heritage High School Furniture

TO: Midlothian ISD

I, or we, the duly authorized undersigned, having carefully read the Standard Terms and Conditions, Submission and Evaluation Criteria, Specifications, and Offer Forms, do hereby agree to enter into a contract with MISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

GENERAL PROPOSAL SPECIFICATIONS

The instructions below apply to and become a part of the terms and conditions of any proposal:

1. Proposals should be submitted on the attached forms. Each proposal shall be placed in a separate envelope, sealed, and properly identified with the proposal title and the date to be opened. (RFP 2021-018 Heritage High School Furniture)
2. Proposals must be received in the Office of the Purchasing Department at the School Administration Building at 100 Walter Stephenson in Midlothian, Texas 76065 before the date and hour specified. Late proposals will be returned unopened.
3. Facsimiles or other written responses to a proposal request will not be accepted.
4. Prices should include delivery Free on Board (F.O.B.) Midlothian ISD with no additional freight, handling, or destination costs.
5. Delivery will be in accordance with the dates indicated in the proposal request. If no delivery date is specified by the proposal request, the vendor will indicate the earliest date for which delivery can be assured. The vendor will keep MISD advised on the status of the order. If delivery delays are foreseen, the vendor will give written notice to the school district.
6. Delivery of the items purchased in good condition will be the vendor's responsibility. The receipt of replacement items will not be delayed or be contingent upon any claims adjustments by the carrier.

7. Delivery will be made during normal working hours unless prior approval has been obtained.
8. All items are subject to inspection and return at the expense of the vendor if found to be damaged or inferior to the items as specified in the proposal.
9. All items are proposed with a unit price.
10. Proposal prices are firm for a period of opening date; 60 days from the proposal.
11. Proposals may not be withdrawn without written approval after a contract has been signed or a purchase order executed or after a partial performance of the proposal agreement has begun.
12. Proposals not manually signed may be disqualified. The person signing the proposal should show the title that gives the authority to bind the firm to a contract.
13. The Midlothian Independent School District is exempt from Federal Excise Taxes, State Sales Taxes, and Local Sales Taxes. Do not include taxes in your proposed prices. Tax Exemption Certificates will be furnished upon request.
14. Any catalogue, brand name, or manufacturer's reference used in the proposal request is descriptive, and not restrictive. It indicates a type and quality desired. Proposals on brands of like nature and quality will be considered. If the item proposed has specifications that differ from those requested, indicate that the specifications are different and list the specifications of the item that is proposed.
15. The proposer will furnish MISD with the manufacturer's warranty or guarantee for the items proposed.
16. If bidding on installation services the successful proposer shall show a Certificate of Liability Insurance in at least the amount of \$1,000,000. The Midlothian Independent School District shall be listed as additional insured.
17. The MISD reserves the right to purchase additional items as listed on this proposal subject to the verification of the same or lower prices and conditions as proposed.
18. The Midlothian Independent School District reserves the right to accept or reject any, all, or any part of a proposal. The MISD may pick and choose items from different vendors in order to obtain the best prices. A vendor may specify that prices are subject to an "all or none" restriction; however, this restriction may cause the proposal to be rejected. The MISD also reserves the right to waive minor technicalities or formalities considered in its best interest.

I have read and understand the conditions of this proposal request and do hereby submit a proposal based on those conditions.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Proposer or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/Proposers in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any MISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with MISD's personnel; or in any discussions or actions between offer/Proposers and any MISD employee, Board Trustees, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

Date: _____

Name of Firm: _____

Signature: _____

Firm's Address: _____

Name/Title: _____

Phone #: _____

Fax #: _____

SS or Fed ID #: _____

Offer envelopes should be clearly marked as described on the first page of this document.

Felony Conviction Notice

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This notice is not required of a Publicly-held Corporation.

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

Vendor’s Name: _____

Authorized Company Official’s Name (Printed): _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

Statement of Debarment

I have read the conditions and specifications provided in the proposal document attached. I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with any school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities.

The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by Contacting the Department of Agriculture Agency with which the transaction originated.

NAME OF COMPANY: _____

MAILING ADDRESS CITY STATE ZIP CODE: _____

PREPARED BY: _____

SIGNATURE TITLE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE: _____

Affidavit of Non-Discriminatory Employment

Affidavit of Non-Discriminatory Employment

STATE OF TEXAS
COUNTY OF _____
AFFIDAVIT

Respondent agrees to refrain from discrimination in terms and conditions of employment or any other reason based on race, color, religion, sex, or national origin and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

I, _____ do swear or affirm that the statements made are complete and correct to the best of my knowledge and belief.

Print name: _____

Attested: Sworn/affirmed and subscribed before me this _____ day of _____, 20____

Notary Public: _____ ID# _____

Date of commission expiration: _____

Signature

Printed Name

Title

Statement of Non-Collusion

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the Midlothian Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information of any special treatment or advantage relating to this proposal;

The Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

The Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Midlothian Independent School District concerning this proposal on the basis of any consideration not authorized by law;

The Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal;

The Proposer further certifies and represents that Proposer has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Midlothian Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

The Proposer certifies and represents that it has not now or will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the Midlothian Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

The Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any

employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

FIRM NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TYPED NAME OF REPRESENTATIVE(S) _____

SIGNATURE OF REPRESENTATIVE(S) _____

DATE _____

Disclosure of Interested Parties

Any vendor that is to be awarded a contract with MISD that either (1) requires an action or vote by the school district before the contract may be signed, or (2) has a value of a least \$1 million, must first file FORM 1295 with the Texas Ethics Commission as per Section 2295.908 Texas Government Code. Midlothian Independent School District will not issue a contract with the awarded vendor until this process has been completed and formally acknowledged by the MISD Purchasing Department.

The vendor to be awarded the contract with MISD, upon notice from the District, will need to access the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Instructions for accessing the required document from the Texas Ethics Commission website are as follows:

- Select “File Reports Electronically” from the far-left hand column.
- From the “File Reports Electronically” list, select “Form 1295 Certificate of Interested Parties Filing”.
- Next, you will need to “Log In” to create/complete your certificate¹. If you require assistance, there are links to instructional videos and a list of Frequently Asked Questions (FAQ).
- The first time you sign in to file, you will be required to set up User ID and Password.
- When filling out the information to create the “Certificate of Interested Parties”, enter the RFP number, followed by the vendor name, in the “Contract ID Number” field.

Upon completion of certificate, scan a copy, and e-mail to purchasing@misd.gs. Once the completed certificate has been received and verified, a Purchase Order will be issued.

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

MIDLOTHIAN ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to MIDLOTHIAN ISD along with your proposal.

The following certifications and provisions are required and apply when MIDLOTHIAN ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

EDGAR CERTIFICATIONS

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when MIDLOTHIAN ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

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

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

EDGAR CERTIFICATIONS

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when MIDLOTHIAN ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by MIDLOTHIAN ISD resulting from this procurement process.

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

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

Pursuant to Federal Rule (F) above, when federal funds are expended by MIDLOTHIAN ISD, the vendor certifies that during the term of an award for all contracts by MIDLOTHIAN 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 MIDLOTHIAN ISD, the vendor certifies that during the term of an award for all contracts by MIDLOTHIAN ISD member 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 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by MIDLOTHIAN ISD, the vendor certifies that during the term of an award for all contracts by MIDLOTHIAN ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by

EDGAR CERTIFICATIONS

any federal department or agency.

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 any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

- (1) No Federal appropriated funds have been paid or will be paid 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 sub recipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

EDGAR CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When MIDLOTHIAN ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Vendor agrees to comply with all 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 Name: _____

Vendor Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

Certification & Verification Regarding Terrorist Organizations & Boycotting of Israel

CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017

CERTIFICATION & VERIFICATION 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.

_____ Initials of Authorized Representative of Vendor

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 # _____

MISD PURCHASING OFFICE (INTERNAL REVIEW): SB 2552 Certification
Comptroller list was reviewed and the Vendor (IS) (IS NOT) on the lists (Circle One)
Verified by _____