



Request for Proposals

Title: **Integrated Pest Management (IPM)
2021-021**

Date: **May 18, 2021**

Time: **2:00 pm**

Place: **Administration Building
100 Walter Stephenson Road
Midlothian, Texas 76065**

Contact : **Shana Volentine, Purchasing Agent
469-856-5032**

Midlothian Independent School District
100 Walter Stephenson Road
Midlothian, Texas 76065

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 and properly identified with the proposal title and the date to be opened. “Integrated Pest Management (IPM) 05/18/2021 @ 2 pm”

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. Proposal prices are firm for a period of **60** days from the proposal opening date.

7. Proposals may not be withdrawn without written approval after a contract has been signed or a purchase order executed or after a partial performance of the proposal agreement has begun.

8. Proposals not manually signed will be disqualified. The person signing the proposal should show the title that gives the authority to bind the firm to a contract.

9. The Midlothian Independent School District is exempt from Federal Excise Taxes, State Sales Taxes, and Local Sales Taxes. Do not include taxes in your proposal prices. Tax Exemption Certificates will be furnished upon request.

10. 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 proposal has specifications that differ from those requested, indicate that the specifications are different and list the specifications of the item that is proposal.

11. The proposer will furnish MISD with the manufacturer's warranty or guarantee for the items proposed.

12. The successful proposer shall provide 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.

13. The Midlothian Independent School District reserves the right to accept or reject any, all, or any part of a proposal. The MISD also reserves the right to waive minor technicalities or formalities considered in its best interest

14. Site visits are recommended and the vendor shall check in with the front offices of the campus/facility sites in order to obtain permission to be on grounds during school hours (Elementary 7:00 am – 4:00 pm, Secondary 7:00 am – 4:30 pm).

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

_____ Date _____
(Authorized Signature)

Telephone: _____ Fax _____

Contact Person: _____

Name of Company: _____

Address: _____

City, State, & Zip: _____

Acknowledgement of Receipt of Addenda:

Addendum _____ Date _____ Initials _____

Addendum _____ Date _____ Initials _____

Addendum _____ Date _____ Initials _____

Integrated Pest Management Specifications for Midlothian Independent School District

Description of Services

Introduction. The purpose of this Request for Proposal (RFP) is to provide Midlothian Independent School District (MISD) with a source to provide pest management services for the term of the agreement and any renewal periods. It is the policy of MISD to use Integrated Pest Management (IPM) as the strategy for control of pest in and around school facilities. The following description details the Districts understanding of the scope and type of service to be rendered.

Pest Management Companies should read the entire set of specifications carefully, as these will form the basis of the contractual agreement with the District. Failure to comply with the specifications may provide grounds for termination of the contractual agreement. Candidates should reflect not only the expected cost to the Contractor of providing basic pest control services, but also the cost of providing supplementary services such as reporting, emergency treatments and quality control activities.

Contract Duration. This Contract will be a twelve (12) month Contract from July 1, 2021 until June 30, 2022 with the option for two annual renewals with satisfactory service.

Mandatory Inspection. Candidates are required to inspect all premises to be covered in the contract and render a proposal detailing charges for each of the listed sites/facilities.

Qualification of Proposers.

1. Proposals shall be considered only from Candidates who, in the judgment of the District, are regularly established in business, financially responsible, able to show evidence of satisfactory past performance and ready, willing and able to render prompt and satisfactory services.
2. Each contractor shall furnish, with their proposal, documentation specifically stating that their company has available under their direct employment and supervision the necessary personnel, organization, license and facilities to properly fulfill all the services and conditions required under these specifications.
3. The District may request other information sufficient to determine the candidates' ability to meet the minimum standards listed above. Request for information contained in this Section also may occur at any other time during the effective period of this contract or any extension/renewal thereof.

References. The reference section must be filled out completely. Failure to do so, or references giving unsatisfactory recommendations, may be reason to disqualify the proposal. If the references given are not, in the opinion of the District, applicable to a contract of this magnitude, the District may contact other firms with whom the candidate has or is currently providing services as a means of validating compliance or proving noncompliance with the reference requirement.

PROFESSIONAL REFERENCES

Your Company Name

Please list three (3) references that have used your pest control services on a regular basis within the past year (preferably educational institutions)

Company Name: (1) _____

Person to Contact: _____

Company Address: _____

City, State, Zip: _____

Telephone: _____

Company Name: (2) _____

Person to Contact: _____

Company Address: _____

City, State, Zip: _____

Telephone: _____

Company Name: (3) _____

Person to Contact: _____

Company Address: _____

City, State, Zip: _____

Telephone: _____

Questions. If there any questions regarding this RFP or should a conflict of terminology on this RFP arise, please email Shana Volentine, shana_volentine@misd.gs for clarification or issuance of official addendum to resolve any conflicts. Specifications not listed in this or not included in official addenda are not applicable to this RFP.

Scope of work

Description of services

The Contractor shall provide IPM Services for the sites and facilities of MISD as directed by the MISD IPM Coordinator. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of technological and management practices. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage and access used by pest.

The Contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the pesticide application components of the IPM Plan. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

Additional Specific Requirements:

1. Provide your IPM plan for the pest stated in the scope of work.
2. Digital copies of work order documentation provided to IPM Coordinator (time frame to be determined with Contractor and IPM Coordinator)

3. Rodent and Fire Ant Control

Rodent Bait Stations:

All campuses and specific locations

Elementary - 4 stations minimum

Middle School - 6 stations minimum

High School - 10 stations minimum

MHS Athletic Complex - 2 stations minimum

Roesler Complex - 2 stations minimum

All other MISD facilities – 2 stations minimum

Bait stations are included in the contract as property of the Contractor. Area placement will be at the discretion of the IPM Coordinator.

Fire Ant Treatment required for sites listed twice a year and spot treated as requested by IPM Coordinator.

Pest Included and Excluded. The Contractor shall adequately suppress the following pest:

1. Indoor populations of cockroaches, ants (including, but not limited to, fire ants and Pharaoh ants), flies, spiders, rodents and any other arthropod pest not specifically excluded from the contract.
2. Populations of the above pest that are located outside of the specified buildings within the district property boundaries (boundaries detailed in facilities service form).
3. Winged termite swarms emerging indoors.

Populations of the following pest are excluded from the contract:

1. Termite, carpenter ants and any other wood-destroying organisms.
2. Mosquitoes.
3. Birds, bats, snakes.
4. Pest that primarily feed on outdoor vegetation.

Populations of termites will be addressed on a case-by-case basis.

General Contractor Responsibilities

Initial Inspection of Facilities. The Contractor shall conduct a thorough initial inspection of each building or site within 14 days of the initiation date of the contract. The purpose of the initial inspection is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features or management practices that are contributing to pest infestation. Access to building space shall be coordinated with the IPM Coordinator. The IPM Coordinator will inform the Contractor of any restrictions or areas requiring special scheduling.

Pest Control Plan. Before rendering service, within 10 days of the initial inspection, the Contractor shall submit to the IPM Coordinator a Pest Control Plan for each building or site. Within 5 Working days of receiving the Pest Control Plan the IPM Coordinator will decide if the Plan is acceptable. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have 5 working days to submit revisions. The Contractor should be on site to initiate service within 10 days following notice of approval.

The Pest Control Plan shall consist of five parts as follows:

- A. Proposed methods and equipment for service: The Contractor shall provide a summary of proposed control methods including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, types of pesticide application equipment and any other pest control devices or equipment that may be used to provide service.
- B. Monitoring and Surveillance: The contractor will work with the IPM Coordinator to establish population levels that constitute unacceptable levels of pest presence in the school facilities.
- C. Service schedule for each building or site: The Contractor shall provide complete service schedules of Contractor visits, specific day(s) of week for Contractor visits and approximate duration of each visit.
- D. Description of any structural or operational changes that would facilitate the pest control

effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage and access.

- E. Commercial applicator or technician licenses: The Contractor shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every Contractor employee who will be performing on-site services under this contract.

Documentation. The Contractor shall provide the IPM Coordinator a written description of the areas in and around each facility/site serviced including what product was used if any and MSDS for each product. The Contractor shall obtain written approval from the IPM Coordinator for each pesticide to be used.

An Approval Form for all *yellow* and *red* list pesticides must be completed before every application of these products and returned to the IPM Coordinator with all other records of service. All records shall be returned to the IPM Coordinator within 5 working days of service.

Posting. The Contractor shall fulfill all obligations with regard to posting, as required by the Texas Department of Health and the Structural Pest Control Service. The District will be responsible to post, in a prominent location, pest control signs provided by the Contractor in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, the District will display the pest control sign in a prominent location at the time of treatment.

Frequency of Service. The Contractor shall inspect each site/ facility and service as needed with approval of the MISD IPM Coordinator a minimum once a month.

Times of Service. The Contractor shall perform routine pest control services only during times when students are not expected to be present for normal academic activities for at least 12 hours after the application (*as defined under Article 135B-6* 4J(e) of the Structural Pest Control Act and Title 22, Texas Administrative Code, *595.11*). In the event of a possible need for an emergency treatment, (*as defined by Title 22, Texas Administrative Code, *595.8 (d) and *595.11*) the Contractor shall work with the IPM Coordinator to determine whether an emergency situation exist before applying any pesticides. In such cases pesticides may be applied only to the local area of infestation if students are present or if less than 12 hours will elapse before students are expected to be present. In the event of such an emergency treatment, the Contractor will maintain records for such treatment for the period prescribed by law and forward copies to the IPM Coordinator.

Safety and Health. The Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on its part or that of its employees that result in illness, injury or death.

Uniforms and Protective Clothing. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing with picture identification. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

Vehicles. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on District property. Vehicles must meet Texas Department of Transportation requirements.

Licensing. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Structural Pest Control Board. In addition, all Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or licensed technicians. Unlicensed applicators will not be permitted to provide service to the District under this contract.

Personnel. The Contractor shall assign a minimum of **three (3)**, properly licensed, service technician employees to perform all Contractor inspection and service duties for the Districts account.

Complaints. Should at any time the District become dissatisfied with pest control services, the successful Contractor shall be notified in writing by the IPM Coordinator regarding problems that occurred. The notice will detail the problems and site(s), which is experiencing the problems. The Contractor will be required to contact the IPM Coordinator to discuss possible solutions and the Contractor will be given a date by which a written response with the proposed solution must be submitted.

Pest Control Responsibilities

Structural Modifications and Recommendations. The Contractor shall be responsible for advising the IPM Coordinator about any structural, sanitary or procedural modifications that would reduce pest food, harborage, water or access. The District will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the contractor to eliminate pest harborage or access may be approved by the District on a case-by-case basis. The Contractor shall obtain the approval of the IPM Coordinator to make any application of sealing material or other structural modifications.

Use of Pesticides. The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U. S. Environmental Protection Agency (EPA) and by the State of Texas. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide selection and use:

- A. Non-pesticide Products and Their Use: The Contractor shall use non-pesticide methods of control wherever possible. For Example:
 - Portable vacuums rather than pesticide spray shall be used for initial clean-out of cockroach infestation, for swarming (winged) ants and termites and for control of spiders in webs wherever appropriate

- Trapping devices rather than pesticide spray shall be used for indoor fly control wherever appropriate.
- B. Application by need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presents of pest in that specific area. Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation is acceptable on a case-by-case basis, as approved by the IPM Coordinator.
- C. Pesticide Products and Their Use: When it is determined that a pesticide must be used in order to obtain adequate control, the contractor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control.

When selecting pesticide products, highest priority shall be given to use of products on the *Green* and *Yellow* List, in that order, according to the criteria established in the most recent Structural Pest Control board definitions of these products (*Title 22, Texas Administration Code, *595.12f*).

Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate. As a general rule, liquid aerosol formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building.

Application of pesticide liquid, aerosol or dust to exposed surfaces and pesticide space sprays (Including fogs, mists and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical.

The Contractor shall obtain the approval of the IPM Coordinator prior to any application of pesticide liquid, aerosol or dust to exposed surfaces or ant space spray treatment. The Contractor shall take all necessary precautions to ensure student and staff safety and all necessary steps to ensure the containment of the pesticide to the site of application.

- D. Pesticide Storage/ Disposal: The Contractor shall not store or dispose of any pesticide product on District property.
- E. Pesticide Sales and Distribution: The Contractor shall not sell, share or make available any pesticide products to any non-licensed District employee.

Program Evaluation. The District will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

Quality Control Program. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within 5 working days of the start date of the contract, the Contractor shall submit a copy of their program to the District. The program shall include the following items:

- A. Inspection System: The Contractor shall work with the IPM Coordinator in monitoring the effectiveness of the service provided to the District. The purpose of this system is to detect and correct deficiencies in the quality of service before the level of performance becomes unacceptable and/or district or health department inspectors identify the deficiencies.

- B. Quality Control Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled service. The checklist shall include all buildings or sites serviced by the Contractor as well as every task required to be performed.

- C. Quality Control File: A quality control file shall contain the checklist and a record of all service conducted by the contractor and any corrective actions taken. The file will be maintained on District property by the IPM Coordinator throughout the term of the contract and copies forwarded to the Contractor.

Vendor Name _____

FACILITIES TO BE SERVICED

<i>Facility/Address</i>	<i>Est. Minimum Service Time (Hours)</i>	<i>Amount per Month (\$)</i>	<i>Amount Annually (\$)</i>
1. Midlothian High School, to include Athletics building (Fieldhouse) and Track/Field Press Box <i>923 South 9th Street</i>			
2. Midlothian HS Vocational Ag Building <i>925 South 9th Street</i>			
3. MHS Athletic Complex (Locker rooms, Concession, Restrooms, Ticket booths, Storage buildings. and dugouts) *This is a softball/baseball/tennis complex <i>201 Walter Stephenson Rd</i>			
4. L.A. Mills Administration Building <i>100 Walter Stephenson Rd</i>			
5. Frank Seale Middle School, Girls Softball Workout Building, Athletic Complex, Track & Field Concession Stand, Tennis court storage building <i>700 George Hopper Rd</i>			
6. Walnut Grove Middle School, including Track & Field Concession Stand <i>900 North Walnut Grove Rd</i>			
7. T.E. Baxter Elementary <i>1050 Park Place Blvd</i>			
8. J.R. Irvin Elementary <i>600 S. 5th Street</i>			
9. LaRue Miller Elementary <i>2800 Sudith Lane</i>			
10. Longbranch Elementary <i>6631 FM 1387</i>			

RETURN THIS PAGE

Facility/Address	Est. Minimum Service Time (Hours)	Amount per Month (\$)	Amount Annually (\$)
11. Mt. Peak Elementary 5201 FM 663			
12. J.A. Vitovsky Elementary 333 Church Street			
13. Delores McClatchey Elementary 6631 Shiloh Rd			
14. Randall Hill Support Center 315 East Avenue E			
15. Auxiliary Building Fuel Island Office Bldg 601 East Avenue E			
16. The MILE/Laura Jenkins Learning Academy 700 West Avenue H			
17. Maintenance Garage 512 West Avenue I			
18. LEAP/DAEP Campus Building 220 South Second Street			
19. Multi-Purpose Stadium 1800 South 14th Street			
20. Ag Science Facility 1851 Mockingbird Lane			
21. Heritage High School 4000 FM 1387			
22. Heritage Ag Shop 4000 FM 1387			

<i>Facility/Address</i>	<i>Est. Minimum Service Time (Hours)</i>	<i>Amount per Month (\$)</i>	<i>Amount Annually (\$)</i>
23. Heritage Field House/Softball/Baseball Concession 4000 FM 1387			
24. Dieterich Middle School 2881 Ledgestone Ln			
25. Roesler Athletic Complex 923 S. 9 th Street (located on the backside of the MHS campus)			
INTERIOR SERVICE TOTALS			

The interior of these facilities shall be serviced in all areas of concern as directed by IPM Coordinator.

Signature _____ ***Date*** _____

EXTERIOR SITES TO BE SERVICED

<i>Facility/Address</i>	<i>Est. Minimum Service Time (Hours)</i>	<i>Amount per Month (\$)</i>	<i>Amount Annually (\$)</i>
1. Exterior service shall be performed on all areas contained in district property at 923 & 925 South 9th Street and 100 & 160 Walter Stephenson Rd Facilities items 1,2 and 4above, and more accurately described as an area bordered on the north by Walter Stephenson Rd, on the east by South 9th Street, on the south by an alley and on the west by a 6' chain link fence.			
2. Exterior service shall be performed on all areas contained in district property at Heritage High School, 4000 FM 1387, more accurately described as the property bordered by Walnut Grove Rd to the east and FM 1387 to the north, to the west fence and the south road, Item 21 above.			
3. Service shall be performed on all areas contained in district property at 700 George Hopper Rd, facilities item 5 above, more accurately described as an area bordered on the north by George Hopper Rd, on the east by Silken Crossing, on the south by a ½" cable strung through steel pipe set in the ground, on the west by South 14th Street, also including the FSMS Track & Field area, and Tennis Court area.			
4. Service shall be performed on all areas contained in district property at Facilities item 6, 15, 17,18 and 19 above.			
5. Service shall be performed on all areas contained in Facilities items 3, 7 -14 & 16 above. Special note shall be made of multiple fenced areas at each site (playgrounds, athletic areas).			
SITE SERVICE TOTALS			

The exterior sites listed SHALL be serviced in all areas of concern as directed by the MISD IPM Coordinator and shall have 100% of the district property Baited for Fire Ants a minimum of twice a year and spot treated as required to maintain district approved control.

<i>FACILITIES AND EXTERIOR SITES</i>		<i>MONTHLY</i>	<i>ANNUALLY</i>
<u>TOTAL SERVICE COST</u> ~ For all existing buildings, land, etc, as prosed in the above tables			

Signature _____ Date _____

The District shall evaluate and rank each proposal submitted in relation to the selection criteria set forth below. The District shall select the proposal that offers the best value to the District based on the selection criteria and on the ranking evaluation; price alone shall not be determinative.

EVALUATION CRITERIA

Per Section 44.032, (b) of the Education Code, “In determining to whom to award a contract a district shall consider;

1. Purchase price;
2. Reputation of the vendor and of the vendor’s goods or services;
3. Quality of the vendor’s goods or services;
4. Extent to which the goods or services meet the District’s needs;
5. Vendor’s past relationship with the District;
6. Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. Total long-term cost to the District to acquire the vendor’s goods and services; and
8. Other relevant factor(s) listed in the request for Proposal or Proposal.

The District shall use the following criteria (applying the weighting percentages indicated for each criterion) for the selection of the proposal that offers the best value to the District:

WEIGHTING

- 25 points Cost
- 20 points Qualifications
- 15 points Reputation
- 20 points Experience
- 20 points District Needs

- 100 points Total Maximum Points

Plus, other relevant factors that a private business entity would consider in selecting a vendor.

The Owner reserves the right to reject any or all proposals and to waive formality in connection therewith.

Each proposer shall submit, with the proposal form, a completed and up-to-date AIA Form A305 Contractor Qualification Statement that responds to the evaluation criteria listed above.

RFP RESPONSE FORM (Page 1)
2021-021 Integrated Pest Management

To: Midlothian ISD
Attention: Shana Volentine
100 Walter Stephenson Rd
Midlothian, Texas 76065

From: _____
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, and that if accepted by the Midlothian Independent School District, all of the provisions are part of a binding contract between the MISD and our company. I also certify that this bid 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

RFP RESPONSE FORM (Page 2)
2021-021 Integrated Pest Management

Remittance Address (if different):

Address

City/State/Zip

All purchases must occur with a district purchase order.

- 1) Our firm will accept orders using district purchase orders. YES NO

- 2) It is understood that this proposal/bid will be effective July 1, 2021 through June 30, 2022 with optional two (2) additional one year periods.

- 3) Our firm holds a HUB certification YES NO
If Yes, please provide a copy of your certification with your response.

- 4) Our firm holds a MWBE certification. YES NO
If Yes, please provide a copy of your certification with your response.

ADDITIONAL INFORMATION

If your organization has multiple store locations, please list all store locations that will agree to all the terms and conditions set forth in this proposal/bid document. Please list additional store locations below (attach additional information if needed).



EPCNT

Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT

Several governmental entities around the Midlothian Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

_____ Yes _____ No

If you (the vendor) checked YES, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Midlothian Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than Midlothian Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Midlothian Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas (EPCNT), please visit their website: <http://www.new-epcnt.com/>

Business Name

Authorized Representative Name – Printed

Authorized Representative Name – Signature

Date

RETURN THIS WITH PROPOSAL SUBMISSION

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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 2252 Certification

Comptroller List was reviewed and The Vendor (IS) (IS NOT) on the lists (Circle one).

Verified by: _____

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Felony Conviction Notice

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

FELONY CONVICTION NOTICE

Senate Bill 1, passed by the State of Texas Legislators, 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 owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

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

This notice is not required of a publicly held corporation.

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

Vendor's Name: _____

Authorized Company Official's Name: (please print)

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

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

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

felony: Name of Felon(s): _____

Details of Conviction: _____

Signature of Company Official: _____

THIS COMPLETED FORM MUST BE RETURNED WITH PROPOSAL

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien sole proprietor or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
		-			-			

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

OR

Employer identification number								
		-						

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CHECKLIST

RFP 2021-021 Integrated Pest
Control Management

- _____ Response Form Pg 1
- _____ Response Form Pg 2
- _____ Certification – HB 89 and SB 252
- _____ EPCNT Interlocal Agreement
- _____ Felony Conviction Notice
- _____ Conflict of Interest
- _____ Form 1295 – Certificate of Interested Parties (this form must be done online, printed and signed)
- _____ W-9
- _____ Pricing sheet(s)
- _____ Copies of Pest Control License
- _____ Copies of Other Additional Certifications or License