



Midlothian Independent School District
Purchasing Department
100 Walter Stephenson Road
Midlothian, Texas 76065
Tel: 469-856-5032
Fax: 855-930-4864

REQUEST FOR PROPOSALS

Monitoring of Fire Alarm Systems, Inspection, Service & Repair

REFERENCE NUMBER	RFP #2021-022
RESPONSE MUST BE DELIVERED BY	May 25, 2021 @ 2:00 p.m. CST (Note: Without exception - Proposal must be time and date stamped by the Purchasing Department. Timely physical delivery is at the risk of the respondent.)
RESPONSE MUST BE DELIVERED TO	Midlothian Independent School District Purchasing Department 100 Walter Stephenson Road Midlothian, Texas 76065
ESTIMATED CONTRACT PERIOD	July 1, 2021 to June 30, 2022 with the possibility of extending contract for a second and third year. Subject to change based on approval timelines by the MISD Board of Trustees and annual review.
PRE-PROPOSAL MEETING	N/A
DISTRICT BUYER IN CHARGE OF PROPOSAL	All questions regarding this proposal should be in writing and sent to Shana Volentine, RTSBA, Purchasing Agent, at shana_volentine@misd.gs

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT

RFP 2021-022 Monitoring of Fire Alarm Systems, Inspection, Service & Repair

I. Purpose:

The Midlothian Independent School District - MISD (herein after referred to as District) is soliciting proposals for Monitoring of Fire Alarm Systems, Inspection, Service & Repairs.

II. Background Information:

The Midlothian Independent School District is made up of 7 elementary schools, 3 middle schools, and 2 high schools. Our additional sites include The MILE campus, the Laura Jenkins Early Learning Academy and our alternative education campus. The district has a yearly average student enrollment of 9900 and over 1100 employees striving for academic excellence. At MISD, learning is the key to a bright and successful future. By setting high standards, the district plays a crucial role in preparing the students to meet the challenges and demands of today's high-tech and multicultural work place.

III. SUBMISSION/SCOPE SPECIFICATIONS:

Due Date: May 25, 2021 at 2:00 p.m. (C.S.T.)
Request for Proposal No: RFP 2021-022
Project Name: Monitoring of Fire Alarm Systems, Inspection, Service & Repair Request for Proposals (RFP) will be received at the:

**Midlothian ISD Administration Offices
100 Walter Stephenson Road
Midlothian, Texas 76065**

until 2:00 P.M. (Central Standard Time) ** on May 25, 2021.

*** Note: Any RFP received after such schedule time due date will not be accepted and will be returned unopened*

IV. Specifications/Duties

Midlothian Independent School District is soliciting proposals from qualified vendors for the Monitoring of Fire Alarm Systems. The District has determined the Scope of Work as follows and outlined in this proposal.

Scope of Work:

- Monitor all MISD fire alarm systems (contractor to verify all locations) and elevators (various campuses)
- The awarded contractor will be responsible for verifying proper zoning and description of alarm panels.
- Contractor will also be responsible for providing all communication equipment needed for district alarms to communicate properly to the central monitoring station as provided by the contractor.
- Awarded contractor shall also be responsible for the servicing of all communication equipment at no additional cost to the District
- Fire alarm signals will be monitored by telephone line, 4G/LTE, network communications and/or long-range radio signals or as designated by District-approved means of transmission.
- All signals for fire alarm systems will be transmitted through an existing security panel (Fire Lite, Silent Knight, Notifier, FCI).
- The awarded contractor must be able to service, program and supply parts for any and all district fire panels.
- Any additional panels for new schools or buildings during the contract term will be extended at the time the building is completed and turned over to the district from the construction company.
- Alarm signals must be monitored by a UL approved Central Station for fire alarm UL protective signaling codes. Certification of Central Station must be submitted along with the proposal.
- All secondary means of transmission to be proposed must meet the requirements of the National Fire Protection Association (NFPA 72) and must be UL approved for fire protection.
- Annual inspections at each campus/facility as required under (NFPA 72).
- All District authorized personnel will need to have access to the account information. (Police Department, Campus Staff & Alarm Technicians)
- The awarded contractor must follow State & MISD protocol for each type of emergency call. Protocol will be provided by the District to the awarded vendor.
- The awarded contractor must be able to provide Emergency Service 24/7.
- The awarded contractor must make arrangements to work with the current contractor to provide a smooth transition of service that will ensure that the District is never left unmonitored.
- The awarded contractor can begin work after the contract has been approved and awarded by the MISD Board of Trustees and has received a purchase order.
- Company must submit copies of the Fire Alarm Certificate of Registration along with proposal.

V. Schools/Facilities

<p>Midlothian High School</p> <p>(1) Silent Knight IFP 1000 (2) Smoke Detectors – 142 (3) Manual Pull Stations – 38 (4) Waterflow Modules – 4 (5) Heat Detectors – 5 (6) Duct Detectors – 30 (7) Tamper Modules – 4 *Elevator</p>	<p>923 South 9th Street</p>
<p>Midlothian High School Roesler Complex</p> <p>(1) Silent Knight IDP 2100 (2) Smoke Detectors – 40 (3) Manual Pull Stations – 14 (4) Waterflow Modules – 2 (5) Heat Detectors – 0 (6) Duct Detectors – 18 (7) Tamper Modules - 4</p>	<p>923 South 9th Street</p>
<p>Midlothian High School Athletic Complex</p> <p>(1) Silent Knight IDP 2100 (2) Smoke Detectors – 10 (3) Manual Pull Stations – 8 (4) Waterflow Modules – 1 (5) Heat Detectors – 0 (6) Duct Detectors – 0 (7) Tamper Modules – 1</p>	<p>201 Walter Stephenson Road</p>
<p>Midlothian High School Ag Building</p> <p>(1) Silent Knight IFP 50 (2) Smoke Detectors – 7 (3) Manual Pull Stations – 9 (4) Waterflow Modules – 1</p>	<p>923 South 9th Street</p>

<p>(5) Heat Detectors – 0</p> <p>(6) Duct Detectors – 2</p> <p>(7) Tamper Modules - 1</p>	
<p>Heritage High School</p> <p>(1) Silent Knight 5820</p> <p>(2) Smoke Detectors – 15</p> <p>(3) Manual Pull Stations – 35</p> <p>(4) Waterflow Modules – 10</p> <p>(5) Heat Detectors – 1</p> <p>(6) Duct Detectors – 65</p> <p>(7) Tamper Modules - 5</p> <p>*Elevator</p>	<p>4000 FM 1387</p>
<p>Heritage High School Fieldhouse</p> <p>(1) Silent Knight 5820</p> <p>(2) Smoke Detectors – 3</p> <p>(3) Manual Pull Stations – 10</p> <p>(4) Waterflow Modules – 1</p> <p>(5) Heat Detectors – 0</p> <p>(6) Duct Detectors – 8</p> <p>(7) Tamper Modules - 1</p>	<p>4000 FM 1387</p>
<p>Dieterich Middle School</p> <p>(1) Silent Knight IFP 2100</p> <p>(2) Smoke Detectors – 12</p> <p>(3) Manual Pull Stations – 29</p> <p>(4) Waterflow Modules – 0</p> <p>(5) Heat Detectors – 1</p> <p>(6) Duct Detectors – 0</p> <p>(7) Tamper Detectors - 0</p> <p>*Elevator</p>	<p>2881 Ledgestone Lane</p>

<p>Frank Seale Middle School</p> <ul style="list-style-type: none"> (1) Silent Knight 5820 (2) Smoke Detectors – 18 (3) Manual Pull Stations – 28 (4) Waterflow Modules – 2 (5) Heat Detectors – 0 (6) Duct Detectors – 6 (7) Tamper Modules - 2 	<p>700 George Hopper Road</p>
<p>Walnut Grove Middle School</p> <ul style="list-style-type: none"> (1) Fire Lite MS 9200 (2) Smoke Detectors – 39 (3) Manual Pull Stations – 31 (4) Waterflow Modules – 2 (5) Heat Detectors – 1 (6) Duct Detectors – 13 (7) Tamper Modules - 1 <p>*Elevator</p>	<p>990 N Walnut Grove Road</p>
<p>Baxter Elementary</p> <ul style="list-style-type: none"> (1) Silent Knight 5820 (2) Smoke Detectors – 15 (3) Manual Pull Stations – 20 (4) Waterflow Modules – 2 (5) Heat Detectors – 16 (6) Duct Detectors – 2 (7) Tamper Modules - 2 	<p>1050 Park Place</p>
<p>Irvin Elementary</p> <ul style="list-style-type: none"> (1) Fire Panel Model - *addendum to be issued when product information is verified (2) Smoke Detectors - *addendum to be issued when quantity information is verified (3) Manual Pull Stations - *addendum to be issued when quantity information is verified 	<p>600 5th Street</p>

<p>(4) Waterflow Modules - *addendum to be issued when quantity information is verified</p> <p>(5) Heat Detectors - *addendum to be issued when quantity information is verified</p> <p>(6) Duct Detectors - *addendum to be issued when quantity information is verified</p> <p>(7) Tamper Modules - *addendum to be issued when quantity information is verified</p>	
<p>Longbranch Elementary</p> <p>(1) Notifier AFP 400</p> <p>(2) Smoke Detectors – 64</p> <p>(3) Manual Pull Stations – 18</p> <p>(4) Waterflow Modules – 3</p> <p>(5) Heat Detectors – 16</p> <p>(6) Duct Detectors – 6</p> <p>(7) Tamper Modules – 3</p>	<p>516 Ovilla Road</p>
<p>McClatchey Elementary</p> <p>(1) Silent Knight 5820</p> <p>(2) Smoke Detectors – 40</p> <p>(3) Manual Pull Stations – 14</p> <p>(4) Waterflow Modules – 1</p> <p>(5) Heat Detectors – 0</p> <p>(6) Duct Detectors – 18</p> <p>(7) Tamper Modules – 1</p>	<p>6631 Shiloh Road</p>
<p>Miller Elementary</p> <p>(1) Silent Knight IFP 100</p> <p>(2) Smoke Detectors – 91</p> <p>(3) Manual Pull Stations – 32</p> <p>(4) Waterflow Modules – 2</p> <p>(5) Heat Detectors – 4</p> <p>(6) Duct Detectors – 22</p> <p>(7) Tamper Modules - 2</p>	<p>2800 Sudith Ln</p>

<p>*Elevator</p>	
<p>Mt Peak Elementary</p> <p>(1) Notifier AFP 400 (2) Smoke Detectors – 83 (3) Manual Pull Stations – 17 (4) Waterflow Modules – 3 (5) Heat Detectors – 18 (6) Duct Detectors – 2 (7) Tamper Modules - 3</p>	<p>5201 FM 663</p>
<p>Vitovsky Elementary</p> <p>(1) FCI 7200 (2) Smoke Detectors – 58 (3) Manual Pull Stations – 22 (4) Waterflow Modules – 2 (5) Heat Detectors – 8 (6) Duct Detectors – 0 (7) Tamper Modules – 2</p>	<p>333 Church St.</p>
<p>L.A. Mills Administration Bldg</p> <p>(1) Notifier AFP 400 (2) Smoke Detectors – 22 (3) Manual Pull Stations – 12 (4) Waterflow Modules – 1 (5) Heat Detectors – 1 (6) Duct Detectors – 2 (7) Tamper Modules – 1</p>	<p>100 Walter Stephenson Rd</p>
<p>Auxiliary (Transportation) Bldg</p> <p>(1) Notifier AFP 100 (2) Smoke Detectors – 4 (3) Manual Pull Stations – 7</p>	<p>601 East Avenue E</p>

<ul style="list-style-type: none"> (4) Waterflow Modules – 1 (5) Heat Detectors – 0 (6) Duct Detectors – 0 (7) Tamper Modules - 1 	
<p>Randall Hill Support Center</p> <ul style="list-style-type: none"> (1) Silent Knight 5820 (2) Smoke Detectors – 4 (3) Manual Pull Stations – 6 (4) Waterflow Modules – 0 (5) Heat Detectors – 0 (6) Duct Detectors – 0 (7) Tamper Modules - 0 	<p>315 East Avenue E</p>
<p>MISD Multi-Purpose Stadium</p> <ul style="list-style-type: none"> (1) Silent Knight IFP (2) Smoke Detectors – 14 (3) Manual Pull Stations – 18 (4) Waterflow Modules – 5 (5) Heat Detectors – 2 (6) Duct Detectors – 0 (7) Tamper Modules – 5 <p>*Elevator</p>	<p>1800 S. 14th Street</p>
<p>The MILE/Laura Jenkins Early Learning</p> <ul style="list-style-type: none"> (1) Farenhyt IFP 2100 ECS (2) Smoke Detectors – 47 (3) Manual Pull Station – 3 (4) Waterflow Modules – *addendum to be issued when quantity information is verified (5) Heat Detectors – *addendum to be issued when quantity information is verified (6) Duct Detectors – 7 	<p>711 West Avenue I</p>

(7) Tamper Modules – *addendum to be issued when quantity information is verified	
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REQUEST FOR PROPOSAL (RFP) SUBMITTAL INSTRUCTIONS

Vendors will be required to submit one (1) original copy of their Proposal statement and one (1) electronic copy on a USB Flash drive. Responses should be placed in one three-ring binder with tabs as follows:

Tab I – Vendor must submit pricing sheet that is located on the District’s purchasing website at: <https://www.misd.gs/departments/finance/purchasing/bids-rfps-csps-rfq>
 Four scoring sheets: Monitoring, Labor Rates, Inspection Fees and Parts

Tab II – Required Documents

- a. Vendor must enclose Submittal Checklist Form on page 11 of this RFP.
- b. All MISD required documents

Tab III – Scope of Work Documents

- a. Vendors must submit their copies of the Fire Alarm Certificate of Registration and Texas Private Security Bureau along with proposal.
- b. Certification of Central Station

Estimated Time Schedule:

- a. 1st advertisement April 29, 2021;
- b. 2nd advertisement May 6, 2021;
- c. RFP deadline at May 25, 2021 @ 2:00 p.m. (Central Standard Time);
- d. RFP reviewed May 27 – June 4, 2021;
- e. Evaluation committee recommendation presented at MISD Board Meeting scheduled for June 19, 2021.

Other Information

- a. Proposals received via phone, facsimile, email or other medium will not be accepted or considered.
- b. Proposals must be received, and date stamped on or before the time and date stated.
- c. The District reserves the right to reject any or all proposals and to award a contract only upon availability of funding.
- d. This RFP is an “all or some” proposal. The District prefers to consolidate all services.

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT

Submittal Checklist

Complete and return this checklist and the required documents as a part of your response submittal. Failure to return any of the required documents may subject your proposal to disqualification. Indicate your responses under column "Proposer Use Only."

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	Item Description	Proposer			Midlothian ISD Use		
		Yes	No	N/a	Yes	No	N/a
1.	Is all information in Tab 1 included with your response?						
2.	Is all information in Tab 2 included with your response?						
3.	Is all information in Tab 3 included with your response?						

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (If applicable)

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Signature of Authorized Representative

Date

Print Name and Title

Organization Name

For District Department Use Only Vendor: _____

The purpose of this preliminary evaluation is to determine whether this Proposal Statement will proceed to The next step for consideration.

[_____] YES Proceed for consideration Date: _____

[_____] NO Decline for Consideration Date: _____

Reason(s) for declining: () Missed timeline (Date and time received: _____)

Other: _____

Purchasing Agent Initials: _____ Date: _____

Date Notice of Non-Award mailed to Proposer: _____ Agent's Initials: _____

IV. NEGOTIATION PROCEDURES

MISD reserves the right to negotiate all elements, which comprise the respondent’s offer to ensure the best possible consideration and to reject any and all responses. The final funding amount and the provision of the contract will be determined through negotiations between MISD staff and the successful respondent. Please do not provide any services until you receive an approved purchase order. As per our policy, MISD shall have no obligation to pay for any services provided by you unless a purchase order is properly drawn and issued.

V. GENERAL CONDITIONS

1. DETERMINING AWARD/EVALUATION OF PROPOSAL STATEMENT

In conformance with Texas Education Code 44.031 in determining to whom to award a contract, the District will consider:

FACTORS		WEIGHTS
1.	Purchase Price	35 points
2.	Reputation of the vendor and of the vendor’s goods or services.	15 points
3.	Quality of the vendor’s goods or services	10 points
4.	Extent to which the goods or services meet the District’s needs	15 points
5.	Vendor’s past relationship with the District	10 points
6.	Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	5 points
7.	Total long-term cost to the District to acquire the vendor’s goods or services	5 points
8.	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’s ultimate parent company or majority owner: <ul style="list-style-type: none"> 1. Has its principal place of business in this state, or 2. Employs at least 500 persons in this state 	Yes/No Yes/No
9.	Any other relevant factor(s) specifically listed in these specifications: Customer Service	5 points
Total		100 points

Points for pricing services will be calculated as follows:

- a. Lowest price bid will receive the maximum points for price.
- b. All other vendors will be allotted points based on how close they are to the lowest price.
- c. This process will continue until all proposals are scored for price. Example:

$$\text{lowest price} / \text{2nd lowest price} \times \text{maximum points} = \text{points awarded}$$

$$\text{lowest price} / \text{3rd lowest price} \times \text{maximum points} = \text{points awarded}$$

If specific criteria are stated in the Bid specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the **DISTRICT**. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

2. SUBMISSION, MODIFICATION, AND WITHDRAWAL OF RFP

- a. Submission - All Proposal Statements, whether delivered by hand or mail, are due in sealed envelopes endorsed with RFP 2021-022 no later than May 25, 2021 at 2:00 p.m. central time at the District's Purchasing Department located at 100 Walter Stephenson Road, Midlothian, Texas 76065. Responses sent by overnight mail will have Proposal Statement number and name written on the delivery ticket. Proposal Statements must be signed by an authorized agent of the vendors that has authority to bind the vendors contractually. Please submit one (1) original of all required documents and a copy on USB Flash drive as listed on the Submittal Checklist. Proposal Statements may not be faxed or e-mailed. Proposal Statement/Bids/Proposals delivered to MISD locations other than 100 Walter Stephenson Road, will not be considered "received" by the Purchasing Office until they arrive at the Purchasing Department. MISD will not be responsible for delays in delivery resulting from need to transport Proposal Statement/Bid/Proposals from another location or error or delay on the part of the carrier. You are responsible for keeping a copy for your own files.
- b. Modification - No response may be changed, amended, or modified, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. These modifications must be made by written or electronic notice in accordance with original submission terms.
- c. Withdrawal/Resubmission - A Proposal Statement may be withdrawn and resubmitted by written notice received by the District's Purchasing Department prior to the exact hour and date specified on the Proposal Statement. A Proposal Statement may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the Proposal Statement, but only if the withdrawal is made prior to the exact hour and date set for the receipt of Proposal Statements. Resubmissions may be done in accordance with the original submission terms in paragraph A above.
- d. For the purposes of this RFP the words bid, and Proposal Statement will be used in the same manner. They will both refer to a Request for Proposal Statements purchasing document.
- e. Offer- This bid/proposal is a firm offer which shall be irrevocable and open for acceptance for calendar days (60 calendar days unless otherwise specified) from the date set for submission of bids/proposals.

3. LATE PROPOSAL STATEMENT

All bids delivered will be stamped with the date and time as proof they were received. For the purposes of this Proposal Statement the date and time on the district computer located in the Purchasing Department will be the official time. If a quote is received after the stated date and time, it will still be stamped, but it will be considered late and not eligible for consideration. These quotes will be considered late and returned unopened. If a return address is not provided on the envelope, a late bid will be opened for identification purposes only and returned to the address provided within.

4. TERMS OF CONTRACT

Unless otherwise noted, the preferred terms for which Proposal Statements are being requested is for one

(1) year with the possibility of extending the contract for a second and third year depending on the District's annual evaluation results. Items are to be ordered on an "as needed basis" over the contract period and prices are to be firm for that period. If applicable, renewed contract price must be provided by the proposer and received by the District at least ninety (90) days prior to renewal date and must carry a minimum twelve (12) month price guarantee for each year.

5. AWARD DATE

It is anticipated that a recommendation for this bid will be submitted at the next regularly scheduled Board of Trustees meeting taking into consideration internal timelines for submission.

6. ALL OR SOME PROPOSAL STATEMENTS

Proposers are required to submit pricing for all services/projects in this proposal. The Request for Proposal shall designate whether Proposer must submit prices in accordance with "All or None" or may submit prices in accordance with "All or Some". If "All or None" the Proposer must submit a proposal for all aspects of the project. If "All or Some" the Proposer may submit a proposal for only certain aspects of the project but is not required to submit proposals for all aspects of the project. The District reserves the right to award to more than one vendor.

7. OPENING OF PROPOSAL STATEMENT

Proposal Statements will be publicly opened at the Administration Building immediately after Proposal Statements are due. Proposals will be opened after 2:00 p.m. on May 25, 2021. Only names of the proposers will be read aloud.

8. APPLICABILITY

These conditions are applicable and form a part of the contract document and are part of the terms and conditions of each purchase order (standard purchase terms and conditions) issued as a result of this Proposal Statement. The selected proposer will receive a Notice of Award with a contract that must be signed by the awarded proposer in accordance with specified timelines. If proposer has their own contract, they are to provide a copy of that contract for evaluation and determination by the District legal counsel. Any deviations to these general conditions and/or specifications will be conspicuously noted in writing by the Proposer and shall be included with the Proposal Statement. The successful bidder/proposer will not begin services or deliver product without a purchase order signed by an authorized representative of the Midlothian Independent School District. The district will neither be responsible nor make payment for any goods delivered or services performed without a valid purchase order.

9. RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY

Submission of a Proposal Statement indicates respondent's acceptance of the evaluation criteria and respondent's recognition that some subjective judgments must be made by the District during the evaluations.

10. PROPOSAL OF PROPOSER

The District may make investigations deemed necessary to determine the Proposals and/ or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder will

furnish to the District all such information as the District may request. The District reserves the right to reject any bid if the bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract.

11. DISQUALIFICATION OF PROPOSER – Reasons that shall disqualify

Proposers shall be disqualified, and their responses not considered for any of the following reasons:

- a. Failure to submit Proposal Statement by required date and time
- b. Failure to submit required documents as specified on Submittal Checklist
- c. Failure to abide by Non-Collusion Statement as specified below
- d. Any pertinent information coming to the attention of the District resulting in material legal matters
- e. Failure to submit prices in accordance with “All or Some”/ “All or None” criteria as specified in #6, above.

12. DISQUALIFICATION OF PROPOSER - Reasons that may disqualify

Proposers may be disqualified, and their responses not considered for any of the following reasons:

- a. Reason for believing collusion exists among bidders.
- b. Reasonable grounds for believing that any bidders have interest in more than one Proposal Statement or bid wherein there may be a conflict of interest.
- c. The bidder being interested in any litigation against the Board.
- d. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
- e. Failure to demonstrate competency as revealed by any required financial statement, experience or equipment questionnaire, or omission or falsification of required Proposal Statement submittals on this or prior proposals, etc.
- f. Failure to demonstrate financial ability to fund the projects on an interim basis as revealed by a financial statement, financial records, bank references, etc.
- g. Current or uncompleted work, which, in the judgment of the District, will prevent or hinder the timely completion of additional work, if awarded.
- h. Failure to comply with applicable laws relevant to Public Works contracts.
- i. Other information or circumstances, which establish reasonable grounds for belief that the bidder or proposer is not a “responsible bidder” or “responsible proposer.”
- j. The Proposer being delinquent on any property taxes due to the District.

13. MODIFICATION OR WITHDRAWAL BY SUCCESSFUL PROPOSER

Modifications or withdrawal of a bid by the successful bidder will be accepted only if the change is in the best interest of the District and executed in writing.

14. IDENTICAL PROPOSALS

In the event of tie bids, the **DISTRICT**, shall select by the casting of lots or award may be made to multiple vendors.

15. INSURANCE REQUIREMENTS

No later than 10 days after contract is awarded, vendors must submit insurance certificate in accordance with the general conditions. Proposer may be disqualified for not providing this required document.

Workers Compensation Insurance & Employers Liability

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

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

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

- a. Worker's Compensation Insurance - documentation of insurance will be required prior to the work beginning. If applicable, the contractor shall procure and maintain during the life of this agreement Worker's Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas and forwarded as evidence to the Midlothian Independent School District that it is in force.
- b. The Comprehensive General Liability Insurance must include liability coverage for bodily injury, personal injury (including employment related suits), independent contractor, blanket contractual, product, fire, medical expense, and complete operations.

The following are the types of coverage and acceptable limits that will be maintained:

Worker's Compensation Insurance and Employer's Liability	
Part One—Worker's Compensation	Statutory Limits
State	Texas
Part Two—Employer's Liability	<u>Annual Limits Per Insured</u>
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Limit Notes: This policy will cover operations of the MISD project for contractors/subcontractors of all tiers performing work in connection with project site(s).	
<u>Commercial General Liability</u>	<u>Annual Limits of Liability</u>
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expense (any one person)	\$10,000
<u>Professional Service Providers</u>	
Professional Liability/Errors & Omissions Insurance	\$1,000,000 per occurrence (higher limits may be required for larger contract amounts)
<u>Builders' Risk (Not Applicable to this RFP)</u>	
Annual Limits of Liability Shared by all Insured	
Per occurrence and specified location	\$50,000,000 (Per occurrence)
Deductible (To be paid by District)	\$5,000
All Risk Perils (Including flood and windstorm)	

Midlothian ISD must be added as an Additional Insurance on a primary and non-contributory basis for Commercial Auto Liability and Commercial General Liability. A waiver of subrogation shall be granted by all insurance companies in favor of MISD. The insurance requirements stated herein shall apply to all subcontractors.

16. BONDS (PERFORMANCE AND PAYMENT) NOT REQUIRED FOR THIS RFP

The contractor must provide a certificate of coverage to the District prior to being awarded the contract. Proposer may be disqualified for not providing this required document.

In accordance with Government Code 2253, Public Work Performance and Payment Bonds, a governmental entity that makes a public works contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

- a. A performance bond if the contract is in excess of \$100,000; and
- b. A payment bond is required for contracts in excess of \$25,000.00

A bond required by this code must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with the District, must be made payable to and its form must be approved by the District. In accordance with the applicable insurance code, the successful bidder shall submit the required bonds when a contract is made and BEFORE the contractor begins work.

17. WARRANTY

Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. The District does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.

18. EXPRESSED WARRANTIES

Implies wear of merchantability and implied warranty of fittings for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein will be approximate and will not be nullified, voided or altered in any way by the inclusion of the bidder preprinted forms with this document. The workmanship and material specified in this bid/proposal shall be fully guaranteed for a minimum period of one year from date of delivery and/or acceptance of work, unless otherwise stated in your bid/proposal.

19. F.O.B DESTINATION

Bids/Proposal Statements must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by the bidder. No additional charges will be accepted. Possessions of goods will not pass to the District until received at the District's receiving dock and signed as received.

20. DELIVERY

Delivery personnel must provide a current, valid company picture identification card when making deliveries to the District. Deliveries required in this Proposal Statement shall be freight prepaid F.O.B. destination and bid price will include all freight and delivery charges. No delivery, no sale.

21. DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:

- a. Right of Award - The District reserves the right to award as is in its best interest and may therefore chose items from different vendors. The District may negotiate with the top three proposers. A written Notice of Award letter will be sent to the awarded vendors(s). The District may either enter into a contract with the vendors(s) or the award letter followed by a purchase order to the successful bidder(s) may result in a binding contract without further action by either party.
- b. Right to Reject Proposal Statements – The District reserves to reject any and all proposal statements, waive all irregularities, and to choose the most advantageous price for each item.
- c. Right to Hold Proposal Statements - The District reserves the right to hold Proposal Statements for 60 days before awarding the contract.
- d. Right to Increase or Decrease Quantities - The quantities required are substantially correct, but the District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the District. The District also reserves the right to decrease quantities during the period the bid/Proposal Statement is guaranteed to be firm. Items are to be ordered "as needed" over the estimated contract period.

- e. Right to Extend Awarded Contract - The District and the vendors may mutually agree to extend the contract on a monthly basis, or other agreed upon period, if needed.
- f. Right to Amend RFP - The District reserves the right to amend the RFP prior to bid opening date. The District may also consider and accept an alternate Proposal Statement as provided herein when most advantageous to District.
- g. Right of Negotiations – The District reserves the right to conduct discussions and negotiate final scope and price.

22. LIST PRICE OR DISCOUNT PERCENT

For list price Proposal Statements, the price shall be fixed for the entire contract period. For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages will be for the contract period specified. If the per-unit price will fluctuate at the quarterly intervals, proposer must disclose the maximum increases being proposed.

23. AVAILABILITY OF FUNDS

All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

24. SALES TAX EXEMPTION

The District qualifies for exemption of the Texas limited sales, exercise and use sales tax will not be charged on these purchases.

25. REBATES/PROMOTION ITEMS

If a rebate is offered by the manufacturer of a Proposal Statement item(s) after Proposal Statement is awarded, the successful proposers will advise the District and deduct the rebate from the Proposal Statement price. If a special promotion is offered by the vendors, the vendors must clearly disclose the criteria for earning the promotion. All promotions will be coordinated with the Purchasing Department directly.

26. INSPECTION OF BID ITEM(S)

The bid item(s) will be inspected upon arrival. All defects will be repaired or replaced at the expense of the successful proposer.

27. SUBSTITUTIONS

The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal or greater quality, unless "no substitute or only" is specified in the PROPOSAL. All substitutions must meet or exceed specifications to be acceptable. The make, model, and description of all substitutions.

28. INVOICING

Invoices must be addressed to the Accounts Payable Dept. at the above address. Payment on a properly submitted invoice will usually be made within 30 days of receiving the completed order and original invoice. If an invoice is not properly submitted, the District will not be responsible for late and/or finance

charges.

29. TERMINATION BY DISTRICT

For Cause - The District will have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors will include service performance.

Without Cause - The District, in accordance with this provision, may terminate the performance under this order in whole or in part. Termination hereunder will be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

30. CERTIFICATION OF PAYMENT

Payment by the District will be made in accordance with the terms of the contract or purchase order. Once awarded, vendor will not assign payment to other entity. No assignment of payment will be allowed.

31. UNIFORM COMMERCIAL CODE

All contracts and agreements between vendors and the District will strictly adhere to the statutes as set forth in the Uniform Commercial Codes as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

32. FELONY CONVICTION NOTIFICATION

A person or business entity that enters into a contract with the District shall notify the District if the person or an owner or operator of the business entity has been convicted of a felony. Such notice will include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors will complete and submit the "Felony Conviction Notification" included with this packet in the Required Forms.

33. CONFLICT OF INTEREST

No member or spouse of the board, president, superintendent, district administrators or any other person holding any position or employment under said board, will be directly or indirectly interested in an purchase, sale, business, work or contract, the expense, price or consideration of which is paid from school funds of said District, nor shall any such officer or employee purchase any warrants or claims against said board of District, or any interest herein, or become surety for any person or persons having a contract or any kind of business with said board, for the performance of which security may be required. Anyone violating this provision will be removed from office or be discharged from services by the majority of the board. No member of said board will vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member shall disclose such interest and refrain from voting. All interested parties shall comply with Board Policy BBFA (LEGAL). Conflict of Interest Disclosures are found in the Vendor packet. Please refer to The Texas Ethics Commission website at <http://www.ethics.state.tx.us/> for more information.

Additionally, an employee interested in responding to this Proposal Statement shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned

duties and responsibilities or that creates a potential conflict of interest with the best interest of the District, Board Policy DBD (LOCAL).

Nothing herein shall be construed as creating the relationship of employer or employee between the Midlothian Independent School District and the contractor/vendor or between the Midlothian Independent School District and the contractor's/vendor's employees. The contractor/vendor is an independent contractor, and nothing contained herein shall constitute or designate the contractor/vendor or any of his employees as employees of the Midlothian Independent School District.

34. GENERAL ETHICAL STANDARDS

Gratuities - It is a breach of ethics to offer, give or agree to give any employee or former employee of a school District, or for any employee or former employee of a school District to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or purchasing standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal Statement therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

Kickbacks - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school District, or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every District's contract and solicitation in accordance with the Texas Education Agency's Financial Accountability System Resource Guide Update.

35. NON-COLLUSION STATEMENT

The proposer affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal Statement in collusion with any other Proposer, and that the contents of this Proposal Statement as to prices, terms or conditions of said Proposal Statement have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal Statement. The proposer also affirms that they have not given, offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this Proposal Statement, proposer (or any representative of proposer's company) will not discuss the contents of this Proposal Statement with any person affiliated with District, other than the Purchasing Agent or its Designee, prior to the awarding of this bid/Proposal Statement. Failure to observe this procedure will cause the Proposal Statement to be rejected.

36. INDEMNIFICATION PROVISION

To the extent allowed by law, the written contract executed between the successful respondent and District will contain an indemnification provision in which the successful respondent agrees to indemnify

and hold the District harmless from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage rising from or relating to respondent's performance of services or goods made the subject of this bid. District does not agree to indemnify the successful respondent.

37. VENUE

It is understood and agreed by both the successful bidder and the District that venue for any litigation from this contract will lie in Ellis County, Texas. The contractor/vendor understands and agrees that the above general bid/proposal specifications are terms and conditions of the contract between the Midlothian Independent School District and the contractor/vendor. These general bid /proposal specifications and terms and conditions shall control and govern in the event of any conflict with any other terms and conditions submitted by the contractor/vendor.

38. PROPOSAL STATEMENT INTERPRETATION

No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing, addressed to the Purchasing Agent, and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "Invitation to Bid", which if issued, shall be emailed to all known prospective bidders and posted on the MISD Purchasing website. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued will become part of the contract document.

39. RIGHT TO AUDIT CLAUSE

The District upon written notice will have the right to audit all documents relating to all projects. Records subject to audit will include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendors work for the District and shall be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendors compliance with contract requirements (b) compliance with District purchasing policies and procedures (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and the Vendors. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

40. NO ARBITRATION CLAUSE

To the extent allowed by law, the written contract executed between the successful respondent and Midlothian Independent School District will contain an indemnification provision in which the successful respondent agrees to indemnify and hold the Midlothian Independent School District harmless from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage arising from or relating to respondent's performance of service or goods made the subject of this bid. Midlothian Independent School District does not agree to indemnify the successful respondent. There will be no agreement for binding arbitration in any written contract between Midlothian Independent School District and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

41. DEFINITION

The words "bids, competitive sealed Proposal Statements, Request for Proposals, quotes" and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are

applicable on all bids, request for Proposal Statements, quotes, competitive sealed Proposal Statements, etc., to which they are attached.

42. NO LIMITATION OF LIABILITY REMEDIES OR DAMAGES

District will not contractually agree to limit in any manner either Respondent's potential liability or District potential remedies or damages relating to or arising from any potential dispute between the parties or relating to the services, products or goods made the subject of this Proposal Statement.

43. OTHER INFORMATION

For additional information, contact Shana Volentine, Purchasing Agent, at (469) 856-5032. Bids/Proposals received after the time and date specified will not be considered and will be returned to the bidder unopened.

44. CRIMINAL HISTORY AND FINGERPRINTING REQUIREMENTS

A vendor who has or will have (or subcontracts with an individual(s) who has or will have) direct contact with students are required to provide criminal background checks for all such individuals. Vendors are required to provide certification that a criminal background check has been performed for those employees and are responsible for the cost of the criminal background check. School contractors hired 1/1/2008 or after who meet the following criteria, must be fingerprinted:

- a. A contractor (entity or individual) that provides services to a school district and has direct contact with students, must be fingerprinted before beginning work.
- b. The contractor shall certify to the school district that it is compliance with the fingerprinting laws. The school district may review the background check results for contracted employees in the DPS FACT Clearinghouse as provided by Section 411.0845, of the Government Code.
- c. Additionally, a subcontractor must certify to the school district and to the contracting entity that the subcontractor has fingerprinted all individuals providing services to the district under the terms of the contract.
- d. The school district may request additional information from a contractor in order to verify that the fingerprinting has been completed.

45. 1295 TEXAS ETHICS COMMISSION

- a. New disclosure requirements were written into the law during the 2015 legislative session. The new law is codified at Texas Government Code § 2252.908, which was enacted by H.B. 1295, and requires, as of January 1, 2019, that vendors file a disclosure form electronically with the Texas Ethics Commission identifying the vendor's interested parties to certain contracts with Texas school districts. When applicable, the process must be completed prior to contract execution or purchase order issuance.
- b. Please register and complete the form for our transaction on the Texas Ethics Commission's website. Once completed, you will need to print it out and submit it to the District. Company must complete form using the number of the RFP, which pertains to the project your company is submitting. The District's identification number for this contract is RFP 2021-022 Monitoring of Fire Alarm Systems, Inspection, Service & Repair.
- c. Midlothian Independent School District is identified as an "OTHER GOVERNMENTAL

ENTITY", not a state agency. Instructional videos and an FAQ about how to register and file a report is available at

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

46. CERTIFICATION REGARDING TERRORIST ORGANIZATIONS (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.

47. CERTIFICATION REGARDING BOYCOTTING OF ISRAEL Govt. Code 808 (HB89)

Vendor 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.



RFP 2021-022
**Monitoring of Fire Alarm Systems,
Inspection, Service & Repair**

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 provided accurate and truthful information to Midlothian ISD.

Owner or Legally Authorized Representative

Signature

Title

Date



RFP 2021-022
Monitoring of Fire Alarm
Systems, Inspection, Service &
Repair

Remittance Address

Address

City/State/Zip

Local Representative

E-mail Address

Phone and Fax Numbers

ALL PURCHASES MUST OCCUR WITH AN APPROVED DISTRICT PURCHASE ORDER

1) Our firm will accept/process orders using district purchase orders and send a receipt/invoice to MISD Finance Office.

YES NO

**Please return this information and a current W9 to shana_volentine@misd.gs

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

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

My signature certifies that the accompanying Proposal:

1. Is not the result of, or affected by, an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
2. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupation qualification reasonably necessary to the normal operations of the Seller, The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
3. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer.
4. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Seller shall include the provisions of the foregoing paragraphs 2, 3 and 4 in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller:

NAME OF SELLER:

ADDRESS:

CITY & STATE:

NAME: (Print)

Signature:

TITLE: _____ DATE: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____



REFERENCES

Please list your references

1. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

2. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

3. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

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

I certify that _____ is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

Signature: _____

Printed Name: _____



I certify that _____ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes _____ No _____



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

CRIMINAL BACKGROUND CHECK CERTIFICATION FOR CONTRACTORS

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

Definitions:

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

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

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

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

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

To Be Completed by Contractor/Company:

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

Certification

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

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

OR

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

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

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

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

OR

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

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

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

Signature _____ Date _____

Printed Name and Title _____

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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.

By submitting this offer and signing this certificate, this Proposer:

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm’s Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official’s Name: _____
(Typed or printed)

Title of Authorized Representative: _____
(Typed or printed)

Signature of Authorized Company Official: _____

Date Signed: _____



CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017

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

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

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

 Initials of Authorized Representative of Vendor

Vendor’s Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

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