



CSP 2122-003 WATER BOTTLE FILLER SYSTEMS

100 Walter Stephenson Rd Midlothian,
TX 76065

September 10, 2021

Proposal Due Date: September 30, 2021



REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive Sealed Proposals for the work identified below in accordance with Proposal Documents and addenda as may be issued prior to date of proposal opening will be received by Midlothian Independent School District, until proposal closing date and time, as identified below. Proposals from well-qualified individuals, firms or teams will then be opened in public and read aloud.

OWNER: **Midlothian Independent School District**
100 Walter Stephenson Road
Midlothian, TX 76065

PROJECT/PURPOSE: **CSP 2122-003**
Water Bottle Filler Systems
Midlothian Independent School District
Midlothian, Texas

SITE VISITS: **Site visits are highly recommended and must be coordinated through our Maintenance Department, 469-856-5372 (Nat Gomez, Coordinator or Sammy Rivera, Administrative Assistant)**

PROPOSAL DATE AND TIME: Proposal Due: **Thursday, September 30, 2021, 2:00 PM**

LOCATION OF PROPOSAL OPENING: **Midlothian Independent School District**
Administration Building
100 Walter Stephenson Rd
Midlothian, TX 76065

Proposal Documents will be available after September 10, 2021.

A link to the digital copies of this proposal may be obtained from the MISD Website and or Ms. Shana Volentine, e-mail: shana.volentine@mysd.org.

All proposals must be in the hands of the Owner no later than the time specified above. Please seal all proposals in duplicate in an envelope with the following information on the face of the envelope.

Name of Offeror
CSP 2122-003 Water Bottle Filler Systems
Midlothian Independent School District

The Owner reserves the right to reject any and all proposals and to waive any irregularities in the Competitive Sealed Proposal process. No proposal shall be withdrawn within 30 days after the proposal opening without the specific consent of the Owner.

PROPOSAL BOND: Not Applicable

IF APPLICABLE, PAYMENT BOND AND PERFORMANCE BOND: A Payment Bond and Performance Bond, each in an amount equal to 100 percent (100%) of the Contract Sum conditioned upon the faithful performance of the Contract will be required. Please note that all bonding companies presented must be acceptable to the Owner.

The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas.

All Offerors submitting a proposal are encouraged to attend the proposal opening.

All Offerors submitting a proposal are encouraged to visit the site.

SCOPE OF WORK AND SPECIFICATIONS OF PROJECT

- Retrofit specified water cooler locations with Elkay, Halsey Taylor or applicable equivalent water bottle fillers
- If water cooler is not compatible with proposed filler system, propose pricing for new stainless steel EWC and water bottle filler
- See locations and number of systems in chart below
- All new equipment will connect to the existing plumbing and electrical
- Check the new equipment for proper fit and operation
- Clean up jobsites after the installs are complete

Location	Number of fillers needed	Locations of New Fillers
MHS	10	Rubber Gym (1 single) - May not be possible b/c fountain is recessed in wall , Arena entrance (1 single), Arena entrance (1 single), Arena upstairs (3 singles), Wrestling Field House (1 double), By room 713 (1 double), 400 hall by Blue Gym (1 double), North Math Commons first floor (1 double)
Heritage	7	Girls Athletics inside locker room (1 double), Boys Athletics inside locker room (1 double), Band Hall (1 double), Ag Building inside north entrance (1 double), 100 hall (1 double), Admin area near restroom (1 double), Counseling area (1 double)
FSMS	1	Boys restroom by office (1 double)
WGMS	6	Boys restroom between gyms (1 double) Girls restroom between gyms (1 double) Boys Athletics locker room (1 double), Girls Athletics locker room (1 double), Boys P.E. locker room (1 double), Girls P.E. locker room (1 double)
Longbranch	6	Gym (1 single), 400 Hall (2 singles), Inside Door # 3 (1 single), Upstairs restrooms (2 singles)
Baxter	2	Gym (1 single), Restroom in 5th grade wing (1 double) - May not be possible due to half wall @ fountains
Vitovsky	5	Gym (1 single), Boys restroom by Door # 3 (1 single), Upstairs boys restroom (1 single), Upstairs girls restroom (1 single), restroom across from cafeteria (1 single)
Mt. Peak	6	Gym (1 single), 200 Hall (1 single), inside Door # 3 (1 single), Upstairs restrooms (2 singles), Gym (1 single)
Miller	3	230's Hall - 3rd Grade (1 double), 240's Hall - 4th Grade (1 double), 250's Hall - 5th Grade (1 double)

L.A. Mills	1	West Wing near Technology
MP Stadium	8	Heritage Locker Room (1 double), MHS Locker Room (1 double), Press box 3rd floor (1 single), Press box 2nd floor (1 single), All four concession stands (4 doubles - need to be designed for outdoors)
MHS Baseball/Softball	1	Outdoors - by concessions (1 double - needs to be designed for outdoors)
HHS Athletics	2	Baseball/Softball (1 double), Football stadium (1 double)

INSTRUCTIONS TO PROPOSERS

EXAMINATION OF DOCUMENTS AND SITE

- Each proposer, by making his Proposal, represents that he has read and understands the Proposal Documents. Failure to do so may be materially non-responsive and result in non-consideration of the bid.
- Each proposer, by making his Proposal, represents that he has visited the site, performed investigations and verifications as necessary and familiarized himself with the local conditions under which the Work is to be performed and will be responsible for errors in his proposal resulting from his failure to do so.
- Each proposer by making his proposal represents that his proposal is based upon the materials, systems and equipment required by the Proposal Documents without exception.
- Any and all site visits shall be coordinated through:
Nat Gomez, 469-856-5375
Midlothian ISD
Director of Architecture & Facilities
Email: nat.gomez@misd.gs

QUESTIONS

- Proposers shall submit questions about the Proposal Documents to the MISD Purchasing Department in writing by the date identified in the proposal. Replies will be issued to proposers as an addendum to the Proposal Documents and shall become a part of the Contract. The Owner will not be responsible for oral clarification.
- Submit all questions to:
Shana Volentine
Midlothian ISD
Purchasing Agent
Email: shana.volentine@misd.gs

SUBSTITUTIONS

- Each proposer represents by submitting his proposal that his proposal is based upon the materials and equipment described in the proposal documents

STATUTORY PERFORMANCE BOND AND STATUTORY LABOR AND MATERIAL PAYMENT BOND

- A Statutory Performance Bond and a Statutory Labor and Material Payment Bond will be required of the successful proposer and shall be executed by a surety company acceptable to the Owner and authorized to do business in the State of Texas. Each bond shall be in an amount equal to one hundred percent (100%) of the contract price. The Performance Bond and the Labor and Material Payment Bond may be in one or separate instruments in accord with local law and are to be delivered to the Owner no later than the date of execution of the contract. Failure or neglecting to deliver said bonds, as specified, shall be considered as having abandoned the contract and the proposal security will be retained as liquidated damages.
- Bonds shall be executed by a Surety Company that is:
 - Approved by the school district, and duly authorized and admitted to do business in the State of Texas as determined by the State Board of Insurance.
 - Listed by the United States Department of the Treasury in that issue of the "Federal Register" covering the date on which the bond was executed and the date that Surety Company has obtained reinsurance, if



applicable, from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury.

CERTIFICATE OF LIABILITY INSURANCE

- The successful proposer shall provide a Certificate of Liability Insurance in at least the amount of \$1,000,000.00. The Midlothian Independent School District shall be listed as additional insured.

MODIFICATION AND WITHDRAWAL

- No proposal may be changed, amended or modified after submittal. Proposers may withdraw proposals prior to proposal opening.
- No right or interest in this contract or delegation of any obligation shall be assigned by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.

SUBMITTAL

- Submit proposals in accordance with the Request for Proposals.
 - Enclose proposal in an opaque, sealed envelope. Clearly mark on the outside of the proposal envelope:
Project name
Name of proposer
Midlothian Independent School District
- Preparation of Proposals: Proposals shall be submitted on unaltered proposal forms. Fill in all blank spaces. If there are entries (blank spaces) on the proposal form which do not apply to a particular proposer, these entries shall be marked "N.A." (Not Applicable) by the proposer. No proposals will be considered that are amended or are qualified with conditional clauses, alterations, items not called for in the proposal, or irregularities of any kind which, in the Owner's opinion, may disqualify the proposer.
- Proposals meeting the requirements of the CSP shall be considered. Respondents taking exception to the specifications or offering substitutions shall state these exceptions.
- Each proposer shall submit one original, one duplicate copy, and one digital copy saved on a USB Flash Drive of each of the following. All shall be submitted in a single sealed envelope. Electronic signatures are acceptable.:
 - Checklist for CSP 2122-003(Reference form attached to the end of this Section)
 - Proposer Identification: Contractor shall add a Cover Sheet/Proposer Identification Form that includes the following information:
 - Date
 - Company Name
 - Full Address
 - Phone #
 - Email Address
 - Proposal Form
 - Proposer shall note any contract deviations. Midlothian Independent School District can consider such deviations but is not obligated to accept such deviations
 - CSP Response Form Page 1 and Page 2
 - SB 9 Contractor Certification: Contractor Employees
 - Reference Sheet
 - Felony Conviction Notice (Reference form attached to the end of this Section)
 - 1295 Certificate of Interested Parties - This form must be completed online, printed and signed. (Reference form attached to the end of this Section)
 - Conflict-of-interest Questionnaire (Reference form attached to the end of this Section)
 - Non-collusion & Non-Discrimination Form (Reference form attached to the end of this Section)
 - HB 89/SB 252 Certification Form (Reference form attached to the end of this Section)
 - EDGAR Certification paperwork
 - Any other information that responds to the Selection Criteria listed.
 - Each proposer shall submit one original, one duplicate copy, and one digital copy saved on a USB Flash Drive listing the subcontractors to be acquired for this project.
- Proposals received in the District's Business Office after the date and time specified will not be considered. The District is not responsible for lateness or non-delivery of mail carrier, etc., and the date/time stamp in the Business



- Office shall be the official time of receipt. Proposals MAY NOT be submitted by facsimile or email.
- Pricing submitted on this proposal is firm for a period of **60 Days** from the proposal opening date.
- The person signing the proposal should show the title that gives the authority to bind the firm to a contract.

DETERMINATION OF SUCCESSFUL RESPONDENT AND AWARD OF CONTRACT

- In determining the Selected Offeror, the Owner will evaluate the information derived from the Offeror's (Contractor's) Qualification Statement required herein, the information submitted on the Proposal Form, and other selection criteria including the following Selection Criteria:

COST	50 POINTS	The purchase price will be scored mathematically as a ratio of the proposal price ranking to the total number of proposers.
REPUTATION	15 POINTS	The reputation of the Proposer's goods and services. Items considered: Proposer's past relationships with and input from provided project references regarding recommendation of the Proposer, the Proposer's performance as a team player and their ability to work with the Owner on project
QUALITY	15 POINTS	The quality of the Proposer's goods and services. Items considered: <ul style="list-style-type: none"> - Proposer's past performance with input from provided project references regarding the Proposer's quality of craftsmanship - All required items submitted - Information provided in the proposal is clear
EXPERIENCE	10 POINTS	The Proposer's overall experience as well as past record of completing similar size and scope of projects on time. Items considered: <ul style="list-style-type: none"> - Number of years in business - Number of similar size projects within the past five years - Number of similar scope projects within the past five years – project scope must include working on an existing, operational campus maintaining full functionality. - Proposer's past performance with input
PROJECT SCHEDULE	5 POINTS	The Proposer's anticipated schedule. Items considered: start date, completion date, and total project duration in calendar days.
NEEDS OF DISTRICT	5 POINTS	Extent to which the goods or services meet the District's needs

- The district does not award/purchase on the basis of low bid alone.
- The District may choose to conduct interviews with proposers as part of the evaluation and selection process. If interviews are necessary will be held at:
Midlothian Independent School District Administration building
100 Walter Stephenson Rd
Midlothian, TX 76065.
- The Selection Committee consisting of Midlothian ISD administrative staff, consultants and other staff will make an initial evaluation of the proposals. The committee's recommendation will be considered by the Midlothian ISD Board of Trustees ("Board"). The District reserves the right to review the recommendation with others deemed appropriate by the District prior to review by the entire Board. The final decision-making authority on the proposals rests with the full Board.
- The District will make such investigations as it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish all such information and data for this purpose as may be requested. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the District that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- The District reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the District. The District also reserves the right as a sole judge of quality and equality.



- A decision regarding determination of the successful Offeror will be made by the District as soon as practical.
- If awarded, the successful vendor(s) will be notified by authorized District personnel.

EXECUTION OF CONTRACT

- The Owner reserves the right to accept any proposal, to reject any and all proposals, or to negotiate contract terms with the various proposers, when such is deemed by the Owner to be in his best interest.
- Notwithstanding delays in the preparation and execution of the formal contract agreement, each proposer shall be prepared, upon written notice of proposal acceptance, to commence work on or before a date stipulated in an official written order of the Owner to proceed.
- The accepted proposer shall assist and cooperate with the Owner in preparing the formal contract agreement, and within 5 days following its presentation shall execute same and return it to the Owner.
- Form for the contract agreement will be a short form agreement
- The district limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items delivered or picked up and/or services that were not authorized via this method. Therefore, the purchase order number shall appear on ALL itemized invoices and packing slips to ensure payment.
- This contract, once accepted will include the period agreed upon between the District and the vendor(s) to complete the projects listed in the CSP. Any purchase order dated and issued within these dates will be subject to the terms and conditions of this contract.
- If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right upon written notice to the vendor to the following remedies (though not just limited to these): purchase the products/services elsewhere and/or cancel the contract.
- 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.
- The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or other cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the District's best interest to do so.

PAYMENT

- The title and risk of loss of the goods/services shall not pass to the District until the District actually takes possession of the goods/services at either the point of sale or the point of delivery.
- On purchase order contracts – itemized invoices shall be issued for only those items/services received. Payment shall not be due until the invoice(s) are submitted after delivery. Pursuant to Texas Government Code 2251.021, payments will be made within thirty (30) days. Invoices shall be mailed directly to:

MISD Business Office
100 Walter Stephenson Rd.
Midlothian, TX 76065
Attn: Accounts Payable
Or
Email to: accounts_payable@misd.gs

TIME OF COMPLETION AND LIQUIDATED DAMAGES

- The contract date will be established as the number of consecutive calendar days as set out on the proposal form from the "Notice-to-proceed" date issued by the Owner.
- Failure of the Contractor to complete the Work by the contract date will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Due consideration will be given to delays as outlined in the Contract.
- The Contractor will pay the Owner the amount indicated on the Proposal Form and in the General Conditions for each calendar day of delay in finishing the Work in excess of time specified for completion, plus authorized time extensions. Execution of the Contract under these specifications shall constitute agreement by the Owner and Contractor that the amount indicated is the minimum value of the costs and actual damage caused by failure of the Contractor to Substantially Complete the Work within the allotted time, that such sum is Liquidated Damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

SALES TAX EXEMPTION

- The Owner qualifies for exemption from State and Local Sales Taxes as set forth in the Supplementary



Conditions. Tax exemption certificates will be issued upon request.

TERMINATION OF CONTRACT

- The requirements of Government Code, Chapter 552, Subchapter J - Additional Provisions Related to Contracting Information, applies to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- Each respondent must give notice to the District if a person, owner or operator of the business has been convicted of a felony. The District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.
- Respondents shall note any and all relationships that might be a Conflict of Interest and include such information with the Proposal.
- Please note that a gift to a public servant is a Class A misdemeanor offense if the recipient is a government employee who exercises any influence in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- Pursuant to Texas Government Code Chapter 2271, if this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. This section does not apply to a sole proprietorship. On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of Chapter 2271 as it existed before the amendment in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of the current Chapter 2271 until further order of this or higher court having jurisdiction over the issue.

ADDITIONAL TERMS AND CONDITIONS

- Delivery of services will be made during normal working hours unless prior approval has been obtained.
- The successful proposer shall possess and maintain criminal background checks for all personnel working on District Property.
- MISD reserves the right to purchase additional services as listed on this proposal subject to the verification of the same or lower prices and conditions as the proposal.
- MISD also reserves the right to waive minor technicalities or formalities considered in the best interest of the district.
- In case of discrepancies within the drawings, within the specifications, or between the drawings and specifications, the better quality and greater quantity, shall be furnished and installed.



BASE PROPOSAL FORM
CSP/RFP 2122-003 Water Bottle Filler Systems

PROJECT: Water Bottle Filler Systems
Midlothian Independent School District
Midlothian TX

PROPOSAL OF: _____
(Name of Offeror) (Date)

TO: Midlothian Independent School District
100 Walter Stephenson Road
Midlothian, TX 76065

Dear Sir/Madam:

Having examined the drawings, project manual, and/or related documents and having inspected the site(s) of proposed work, I (we) agree to furnish all labor, materials, and to perform all work described in the specifications and shown on the drawings in the sum of:

BASE PROPOSAL: Midlothian High School (10)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: Heritage High School (7)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: Frank Seale Middle School (1)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: Walnut Grove Middle School (6)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: Longbranch Elementary School (6)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: Baxter Elementary School (2)

_____ DOLLARS
(\$ _____).



BASE PROPOSAL: Vitovsky Elementary School (5)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: Mt. Peak Elementary School (6)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: Miller Elementary School (3)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: MISD L.A. Mills Administration (1)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: MISD Multipurpose Stadium (8)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: MHS Athletic Complex – Baseball/Softball/Tennis (1)

_____ DOLLARS
(\$ _____).

BASE PROPOSAL: Heritage High School Athletics – Football/Baseball/Softball (2)

_____ DOLLARS
(\$ _____).

NOTE: Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

SCHEDULE

The overall schedule is critical to the success of this project. Contractor shall bid the time for substantial completion and final acceptance and the additional time for the specified alters in the spaces provided above. The project schedule is as follows:

Board Approval:	October 18, 2021
Notice to Proceed:	October 19, 2021
<i>Anticipated date</i>	



Substantial Completion: **December 30, 2021**

Respectfully Submitted

Company / Entity Name

By: _____

Printed Name

Title

Address

Phone Number

Email

Note: Affix seal and authorization if bidder is a corporation.

In the event an award of a contract to the undersigned, the undersigned will (1) furnish a performance and payment bond for full amount of the contract as specified herein, (2) secure proper compliance with the terms and provisions of the contract, (3) insure and guarantee the work until final completion and acceptance and (4) guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed shall be accepted when the District is satisfied that work is fully completed and finished in accordance with the plans and specifications.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged for the following addenda to bid proposal:

Addendum No. 01	Dated: _____	Received: _____
Addendum No. 02	Dated: _____	Received: _____
Addendum No. 03	Dated: _____	Received: _____
Addendum No. 04	Dated: _____	Received: _____



CSP RESPONSE FORM (Page 1)
2122-003 Water Bottle Filler Systems

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

From: _____
Company Name

Address

City/State/Zip

Area Code & Phone Number

Fax Number

Email 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



CSP RESPONSE FORM (Page 2)
**2122-003 Water Bottle Filler
Systems**

Remittance Address (if different):

Address

City/State/Zip

All purchases must occur with a district purchase order (if applicable).

- Our firm will accept orders using district purchase orders. YES ☐ NO ☐
- Our firm holds a HUB certification YES ☐ NO ☐

If Yes, please provide a copy of your certification with your response.

- Our firm holds a MWBE/SBE 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).



CSP REFERENCES
2122-003 Water Bottle Filler
Systems

Please list your references

Business Name:

Contact:

Address:

Phone Number

Email:

Scope of Work/Project:

Business Name:

Contact:

Address:

Phone Number

Email:

Scope of Work/Project:

Business Name:

Contact:

Address:

Phone Number

Email:

Scope of Work/Project:

SB 9 Contractor Certification: Contractor Employees

Background: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to Midlothian ISD that they have complied and must obtain similar certifications from their subcontractors. *See SB 9 Contractor Certification: Subcontractor attachment.* The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Midlothian ISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by Midlothian ISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school; (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Midlothian Independent School District ("Midlothian ISD") that [check one]:

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

Or

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

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify Midlothian ISD in writing within 3 business days.
- (3) Upon request, Contractor will provide Midlothian ISD with the name and any other requested information of covered employees so that Midlothian ISD may obtain criminal history record information on the covered employees.

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

I also certify to Midlothian ISD on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22.
Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Title

Date



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

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_____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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.



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: _____



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 # _____

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: _____

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

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

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

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

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

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

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

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

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

EDGAR CERTIFICATIONS

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

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

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

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

EDGAR CERTIFICATIONS

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

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

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

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

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

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by MIDLOTHIAN ISD, the vendor certifies that during the term of an award for all contracts by MIDLOTHIAN ISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

EDGAR CERTIFICATIONS

any federal department or agency.

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by MIDLOTHIAN ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

EDGAR CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____



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



CHECKLIST FOR CSP
2122-003 Water Bottle Filler Systems

- _____ Proposal Form
- _____ CSP Response Form (Page 1 & 2)
- _____ Reference Sheet
- _____ SB 9 Contractor Certification: Contractor Employees
- _____ Felony Conviction Notice
- _____ 1295 Certificate of Interested Parties
- _____ Conflict-of-Interest Questionnaire
- _____ Non-Collusion & Non-Discrimination Form
- _____ Resident and Non-Resident Form
- _____ Statement of Debarment
- _____ HB 89/SB 252 Certification Form
- _____ EDGAR Certification Form
- _____ EPCNT Interlocal Agreement form