

MIDLOTHIAN INDEPENDENT SCHOOL
DISTRICT
PURCHASING DEPARTMENT
100 WALTER STEPHENSON ROAD
Midlothian, Texas 76065

RFP #2122-014
REQUEST FOR PROPOSALS
FOR
Districtwide Counseling,
Educational Programs and
Family Resource Services

MISD Purchasing Department

Shana Volentine
Purchasing Agent
Phone: (469) 856-5032
shana.volentine@misd.gs

Sealed Proposal Submittal Deadline
April 21, 2022 by 2 p.m.





Midlothian Independent School District (MISD) Solicitation

Solicitation # **2122-014**

Due Date: **April 21, 2022**

**DUE NO LATER THAN 2:00 PM (CST)
LATE BIDS WILL NOT BE ACCEPTED**

Request for Proposal (RFP): Districtwide Counseling, Educational Programs and Family Resource Services

Midlothian Independent School District is receiving sealed proposals for Districtwide Counseling and Educational Program Services, RFP# 2122-014, as per the attached specifications. **Sealed Proposals will be accepted in the Finance Office: 100 Walter Stephenson Road, Midlothian, TX until 2:00 pm, Thursday, April 21, 2022.**

It is not the policy of Midlothian Independent School District to purchase on the basis of low proposal alone; “Best Value” being the controlling factor. The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code 44.031(b).

Any exceptions to or deviations from this proposal must be stated in writing at the time of the proposal opening.

All information must be clear and concise. **All required forms must be used, and all proposals are to be signed. Failure to follow these instructions could be cause for the proposal not to be accepted.**

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS CALL:

**Shana Volentine
Purchasing Agent
469-856-5032**

To ensure proper receipt of bid response, you must include Company Name, Bid Number, and Bid Name on outside of the delivery envelope or package.

This Bid is a firm offer which shall be irrevocable and open for acceptance for 60 calendar days (60 calendar days unless otherwise specified) from the day set for submission of bids.

DISTRICT PROFILE

Midlothian Independent School District is located in the North Central region of Texas approximately 25 miles south of Dallas. Midlothian ISD has an enrollment of over 10,000 students at seven elementary schools, three middle schools, two high schools and an alternative campus. Our 8th elementary is slated to open in August 2022. We are a fast growth district with more than 1,100 faculty and staff. Midlothian ISD is one of the largest employers in the community.

GENERAL TERMS & CONDITIONS

1. Midlothian Independent School District (“MISD” or “District”) requests sealed proposals for the purchase **Districtwide Counseling, Educational Programs and Family Resource Services, from March 31, 2022 to April 21, 2022.**
2. This bid will cover the purchase of the stated goods/services.
3. As required in Texas Education Code 44.031 (b) in determining to whom to award this contract, the District shall consider: the purchase price, the reputation of the vendor and vendor’s goods or services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the district’s needs, the vendor’s past relationship with the district, the total long-term cost to the district to acquire the vendor’s goods or services, ability to service our accounts with proper staff and insurance requirements, and any other relevant factor specifically listed in the request for bids or proposals.
4. The District must have your bid returned and on file in the Purchasing Department. Faxed or emailed copies **will not be accepted.** A copy of the W-9, the Conflict of Interest Form, Felony Conviction Notification/Suspension, Debarment Certification, House Bill 89, EDGAR Certifications, Senate Bill 252 and other requested documents are required to be filled out, signed and submitted with the bid. Failure to comply with this requirement is grounds for bid rejection.
5. **Delivery information (when applicable) will be specified on district approved purchase orders.**
6. Freight will be prepaid by the vendor. Inside delivery is required.
7. Vendor **must** notify Purchasing Department, at 469-856-5032, immediately if items are placed on backorder, and before making substitutions. In the event that an awarded vendor and/or manufacturer cannot meet the delivery requirements, it will be the awarded vendor’s responsibility to notify the purchaser about the delay as soon as possible. The vendor shall provide an expected delivery date. If an awarded vendor ships items that do not comply with the general conditions of the bid or items specifications, such merchandise will not be accepted, and a call tag will need to be issued at the vendor’s expense for the item to be returned.
8. Non-Performance: Vendor shall perform to the satisfaction of Midlothian Independent School District (District) and comply with the terms and conditions stated herein for the length of the service period. Non-compliance and/or unsatisfactory performance can result in termination of respective services with said vendor prior to the end of the service period given thirty (30) days written notice.
9. Midlothian Independent School District will apply the discount to the total amount of each purchase order.
10. Payment: Unless otherwise stated, payment terms will be net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later. **The Midlothian ISD purchase order number must be shown on all invoices.**
11. **Midlothian ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.**
12. MISD considers cash discounts or discounts for prompt payment when evaluating bids.
13. The District reserves the right to determine “equals”, or whether an alternate is of equal quality. All District decisions are final.
14. Vendors capable of providing Contract Service to MISD will be required to submit SB-9 certification and background checks prior to start of any project.
15. Provisions in a contract with Midlothian ISD that call for, specify, or require that the contract entered into be automatically renewed are unacceptable. No such automatic renewal provisions will be agreed to by the MidlothianISD.
16. A statement, provision, term, or condition of a contract with the Midlothian ISD that such contract will be governed by the laws of another state or another country is unacceptable. Midlothian ISD requires that all contracts it enters into be subject to the laws of the State of Texas and that venue regarding any contract dispute is agreed to be in Ellis County, Texas.

MINIMAL ESSENTIAL COVENANTS

1. Midlothian Independent School District (MISD) considers cash discounts or discounts for prompt payment when evaluating bids.
2. When a brand name is used, it is for the purpose of establishing quality. Although certain manufacturer brand names and numbers may be specified, alternates will be considered. The bidder/proposer, by bidding an alternate, warrants that products being bid meet or exceed all stated specifications. When an alternate is bid, bidder/proposer must furnish complete and descriptive literature on item(s) bid. If an alternate is bid and descriptive literature is not included, the bid may be considered invalid and rejected.
3. The District reserves the right to **reject any and/or all bids** and to make awards on the items/services as they may appear to be most advantages to the District, to include award of different items to different vendors, and to waive all formalities in bidding. The
4. term "As Specified" or "A/S" will not be accepted. If bidding on goods/services other than specified, bidder/proposer is to list items/services being bid and must state any deviations from the items/services specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. If applicable, Samples of items which are not as specified must be available to the District within 72 hours after our request.
5. Pricing must remain firm for the entire period. This agreement also includes the option to extend for two additional 1-year terms, contingent upon funding and agreement of cost/price between vendors and Midlothian Independent School District.
6. Bids received after the due date and time specified **will not** be considered.
7. When a bid is not returned, the vendor's name may be removed from the bidder list for this commodity.
8. Questions regarding this bid must be submitted to the Purchasing Agent for clarification.
9. Payment: Unless otherwise stated payment terms will be Net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later. **Midlothian ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.**
10. Bidder/proposer hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Midlothian ISD or its Board of Trustees.
11. Any contract resulting from this solicitation shall be construed under and in accordance with the laws of the State of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this solicitation shall be heard and determined in the City of Midlothian, Ellis County, Texas.
12. Renewal, if applicable, of resulting Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Midlothian Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
13. All expenses resulting from preparation and responding to this bid/proposal shall be the sole responsibility of the bidder/proposer and not reimbursable. This provision includes, but is not limited to, bid bonds, performance and payment bonds, reproduction (copy) services, etc.
14. All purchases made as a result of this solicitation shall be delivered FOB: Inside Delivery at no additional charge to the District.
15. Contact between bidders/proposers and District staff other than those in the Purchasing Department during the bidding process or evaluation process is prohibited. Any attempt by a bidder/proposer to contact District staff outside the Purchasing Department may result in disqualification.
16. The District does not utilize Electronic Funds Transfer (EFT), credit cards or P-cards to pay for goods and services. Vendors awarded a contract as a result of this solicitation will be paid upon receipt of invoice with a district issued check.
17. A Vendor awarded a Contract as a result of this solicitation shall defend, indemnify, and save whole and harmless Midlothian Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Vendor or any agent, employee, subcontractor or supplier of Vendor in the execution or performance of this Contract. The Vendor shall also defend and indemnify the Midlothian Independent School District against claims by any subcontractor, supplier, laborer, material man or mechanic for payment for work or materials provided on behalf of the Vendor in the performance of the services contemplated herein, and all such claimants shall look solely to the Vendor and not Midlothian Independent School District for satisfaction of such claims.



TIMELINE

Proposal Issued	March 31, 2022
Questions Due	April 12, 2022
Final Addenda	April 13, 2022
Proposal Due	April 21, 2022
Anticipated Award	May 16, 2022

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

EVALUATION CRITERIA

Per Section 44.031(b) of the Education Code, “In determining to whom to award a contract a district shall consider;

1. Purchase price;
2. Reputation of the vendor and of the vendor’s goods or services;
3. Quality of the vendor’s goods or services;
4. Extent to which the goods or services meet the District’s needs;
5. Vendor’s past relationship with the District;
6. Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. The long total long-term cost to the District to acquire the vendor’s goods or services;
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 or the vendor’s ultimate parent company or majority owner:
 - A) Has its principal place of business in this state; or
 - B) Employs at least 500 persons in this state; and
9. Any other relevant factor specifically listed in the request for bids or proposals.

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

25 points	Cost
20 points	Quality of Vendor’s Goods/Services
15 points	Reputation/Past Relationship
20 points	Experience
20 points	District Needs

Midlothian ISD reserves the right to reject any or all proposal and to waive formality in connection therewith.



Dear Vendor:

Midlothian ISD wishes to be a good customer and pay for authorized bills in a timely manner. Achieving this goal will require that we inform MISD vendors of the procedures necessary to be a good customer and still follow State Purchasing Law and Board Policy:

Board Policy CH (Local)

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted budget, state law. Board policy and the District's purchasing procedures (CE). The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts. All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

All purchases from Midlothian ISD must be on a properly drawn purchase order issued by the Purchasing Department. To be paid, you must have a Midlothian ISD purchase order that was issued before the goods are ordered, delivered or the services rendered. In the event that an order for merchandise or services is placed without a purchase order, Midlothian ISD will not be responsible for payment of the goods or services and you will need to invoice the person that placed the order.

We need your help with the following:

Invoices:

1. All invoices should be mailed to Midlothian ISD, Attn: Accounts Payable, 100 Walter Stephenson Rd., Midlothian TX 76065 or emailed to accounts_payable@misd.gs. Mailing your invoice to the MISD Business Office facilitates timely payment. Obtaining an original invoice that was delivered or mailed to another address is time consuming and will delay payment.
2. All invoices should reference a valid PO number.
3. All orders must be full/complete. We will not pay partials orders.

Delivery (when applicable):

1. All goods/services should be delivered to the designated address, as stated on the Purchase Order (these could be various campuses/departments throughout the district). C.O.D. shipments will not be accepted.
2. Transportation or shipping charges, if any, must be included as part of the purchase order or contract.

Any changes to an issued purchase order involving price, amounts ordered or items ordered may be changed only by the Purchasing Department in writing: Please call 469-856-5032 or email shana.volentine@misd.gs to help on your purchase.

Please note that this letter serves as notice that Midlothian ISD will not be responsible for any merchandise/goods or services purchased or delivered without an authorized MISD purchase order or contract.

Specifications and Scope of Work:

This request for proposal seeks services in 3 separate domains. Each domain is identified below:

Community Resources

- Provide coordinated community resources to students and families, including mentoring and social services.
- Connect students and families to critical educational and community-based resources by identifying specific needs of students to keep students focused in education.
- The vendor/organization will monitor student level data and track outcomes.

Licensed Professional Counseling

- Provide licensed professional counselors to provide individual counseling and mental health services for designated campuses at no cost to the student.
- The vendor will provide data to the district and track outcomes.

Educational Prevention Programs

- Provide educational prevention programming through research-based curriculum including but not limited to:
 - substance abuse
 - child abuse, including family violence
 - human sexuality
 - bullying
 - healthy relationships, including dating violence
 - digital citizenship
 - mental and physical wellness

Midlothian Independent School District campuses for the 2022 - 2023 School Year:

- Elementary
 - Baxter, Coleman, Irvin, Longbranch, McClatchey, Miller, Mt. Peak, Vitovsky
- Secondary
 - Dieterich MS, Frank Seale MS, Walnut Grove MS, Heritage HS, Midlothian HS, The MILE

General Vendor Information:

Company Name:		
Company Address:		
City:	State:	Zip:
Taxpayer I.D. #:		Website Address:
Telephone:	Fax:	E-mail:
Remit Address if different from above:		
Authorized Representative Name:		
Authorized Representative Signature:		
Discount (if applicable):		

1. Company's home office location is: _____
2. Legal name of company: _____
3. Number of years in business: _____
4. Do you currently do business with Midlothian ISD? ☐ Yes ☐ No
5. Do you have any pending litigation? ☐ Yes ☐ No If yes, please attach a separate page explaining.
6. Is your company able to service MISD locations?
☐ Yes ☐ No If no, please explain
7. Do you have experience working with other school districts in Texas? ☐ Yes ☐ No
8. Does your company accept purchase orders? ☐ Yes ☐ No
9. Did you provide a certificate of liability insurance with your response? ☐ Yes ☐ No
10. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? ☐ Yes ☐ No
11. Is this company a minority, or woman-owned business enterprise? ☐ Yes ☐ No
12. How did you hear about this bid opportunity? ☐ MISD e-mail ☐ Newspaper ☐ Other:



BID FORM

Company Name: _____

Address: _____

Phone: _____

Representative Contact name: _____

Select which service(s) you are submitting your proposal for evaluation: ____

Community Resources

____ Licensed Professional Counseling

____ Educational Prevention Programming

Required proposal information to include with paperwork for each service:

- Type of service provided and how it will be implemented
- Curriculum materials utilized
- Philosophy of company/organization
- What grade level(s) your service supports
- What outcome information is provided to the school district
- Breakdown of cost associated with your service
- Any additional information you would like to include

**This information is required for each service domain you submit for evaluation.*

By signing below, you agree to participate in this bid with Midlothian ISD and you attest to the terms, representations and certifications listed in this bid:

Submitter's Signature: _____ **Date:** _____

Submitter's Name/Title: _____

Name of person responsible for Bid: _____

(Typed or printed)

REFERENCES

Please provide at least three (3) references that have used your company for the same goods Midlothian ISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address.

Company Name:	Contact Name:
Telephone:	Email:
Address:	Brief Description of Business with Company:

Company Name:	Contact Name:
Telephone:	Email:
Address:	Brief Description of Business with Company:

Company Name:	Contact Name:
Telephone:	Email:
Address:	Brief Description of Business with Company:

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

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

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

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

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

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



HOUSE BILL 89 – SECTION 2270.001 VERIFICATION

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ (Company or Business Name) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2270:

Does not boycott Israel currently; and will not boycott Israel during the term of the contract the above-named company, business or individual with Midlothian Independent School District.

Printed Name

Title

Signature

Date

SENATE BILL 252 – CHAPTER 2252 VERIFICATION

Effective September 1, 2017 contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ (Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Midlothian Independent School District’s Purchasing Department.

Printed Name

Title

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

Date

NOTE: FORM MUST BE COMPLETE WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.



FELONY CONVICTION NOTIFICATION

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

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

This notice is not required of a Publicly Held Corporation.

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

Vendor's Name: _____

Authorized Company Official's Name (Printed): _____

Check one of the following and sign as appropriate.

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

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

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____



VENDOR DEBARMENT STATEMENT

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

Name of Company (Please Type/Print)

Mailing Address

City

State

Zip

Printed Name (Please Type/Print)

Signature

Title

Telephone Number

Fax Number

Date



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: _____

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: _____

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

CHECKLIST FOR RFP 2122-014
Districtwide Counseling, Educational Programs and
Family Resource Services

- _____ Vendor Information Form
- _____ Bid Form and required information
- _____ References
- _____ Certification – HB 89 and SB 252
- _____ EDGAR Certifications
- _____ Conflict of Interest
- _____ Felony Conviction
- _____ Statement of Non-Collusion / Non-Discrimination
- _____ Certificate of Interested Parties – Form 1295 (this form must be done online, printed and signed
- _____ W-9