



RFP # 2324-02

Apparel, Awards, Promotional Items, Signage and Related Services

**Issued by:**

Shana Volentine

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Midlothian ISD Purchasing Department  
100 Walter Stephenson Rd  
Midlothian, TX 76065

<https://www.midlothianisd.org/departments/finance/purchasing>

Phone: (469) 856-5032

**Submittal Deadline**

Tuesday, October 17, 2023 2:00 PM (CST)

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Items below represent components which comprise this RFP package. Respondents are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Shana Volentine immediately.

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## 1.0 Notice of Intention

It is the intention of Midlothian ISD to solicit responses to this Request for Proposal (RFP) for Apparel, Awards, Promotional Items, Signage and Related Services. Midlothian ISD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code § 44.031 (a)(3). For information regarding the RFP process, please contact the Purchasing Department at (469) 856-5032.

### Terms

The term of this contract will be for one (1) years; from the date of award through October 31, 2024, with the option to renew annually for up to an additional three (3) years, beginning November 1, 2024, provided any subsequent renewal is agreed to in writing by both parties. The District has the option to renew this contract with the same terms, conditions, and rates. Contract and all supplemental contracts will expire October 31, 2027.

## 2.0 Request for Proposals (RFP) Requirements

*Please read this entire RFP document and specifications carefully. Respondent must complete all forms and submit their bid with all appropriate attachments.*

### 2.1 Request for Proposals (RFP) Documents

It is the responsibility of the vendor submitting a response to make certain that the Midlothian ISD Bonfire System has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda, or other critical information.

### 2.2 Tentative Timetable

Midlothian ISD anticipates following the timetable listed below for this solicitation:

Item	Activity	Date & Time (all times listed as CST)
1	Solicitation starts to advertise (1 <sup>st</sup> run)	Thursday, September 14, 2023
2	Solicitation advertised (2 <sup>nd</sup> run)	Thursday, September 21, 2023
3	Deadline for Questions	Wednesday, October 4, 2023
4	Deadline for submission of responses	Tuesday, October 17, 2023, at 2:00PM

The table above is only an estimate and may vary.

### 2.3 Requirements for Responses

- Respondents must submit solicitations by (Tuesday, October 17, 2023, at 2:00PM (CST). Please refer to the “Instructions to Vendors” section to ensure that you submit all required information to Midlothian ISD.
- Midlothian ISD does not accept responses after the due date and time.

### 2.4 Rights Reserved by Midlothian ISD and Restrictions on RFP Process

- Midlothian ISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- Midlothian ISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or

to make no awards rests solely with Midlothian ISD. Midlothian ISD may make multiple awards, and this fact should be taken into consideration by each vendor.

- c) Midlothian ISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response, any amendments, or addenda; participating in bid conferences, negotiation sessions, or discussions; or any other costs incurred by vendors prior to award of a contract pursuant to this RFP.
- d) Midlothian ISD reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. Midlothian ISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof. Midlothian ISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District.
- e) Midlothian ISD reserves the right to be the sole judge of quality, make all decisions regarding this RFP, including, without limitation, the right to decide whether a Proposal substantially complies with the requirements of this RFP.
- f) The District may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Subsequent proposals will have the same proposal number followed by an alpha character (i.e., Proposal XXXX-A). Vendors that have responded successfully to the original or a subsequent proposal do not have to respond to other subsequent proposals.

## **2.5 Questions and Clarification**

- a) Questions regarding the requirements specified in this solicitation must be submitted **by email** to Shana Volentine – [Shana.Volentine@MidlothianISD.org](mailto:Shana.Volentine@MidlothianISD.org)
- b) Midlothian ISD **will not** answer verbal questions; any responses to a prospective vendor's questions will be posted on the Midlothian ISD website – Purchasing, Bids (RFPs, CSPs, RFQs)

## **3.0 SPECIAL TERMS AND CONDITIONS**

This portion of the RFP includes instructions on the format vendors must follow in preparing and submitting their responses. It further identifies how questions should be raised and will be addressed.

### **3.1 Compliance with Terms and Specifications**

Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP. Any exceptions to the terms, conditions and/or specifications shall be conspicuously noted by the Vendor in writing on the provided deviations form and shall be included with the response. Each vendor, by submitting a response, represents that they have read and understand the RFP.

### **3.2 Required Response Format**

Responses should be direct, concise, complete, and unambiguous. Please ensure that you respond to all documents and attachments in this RFP.

### **3.3 Interpretation**

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions, and understandings (whether orally or in writing). Submitted responses should be self-explanatory and should not require any clarification or additional information.

### **3.4 Submission Deadline**

Proposals shall be received no later than the submittal day and time deadline in the Midlothian ISD Business Office. No provisions or exceptions are made for late submissions due to the actions or consequences of the

Vendor, mail carrier or a third- party. Any responses received after the submittal deadline date and time will be disqualified.

### **3.5 Submission Format**

Midlothian ISD will accept bids and proposals at 100 Walter Stephenson Rd, Midlothian TX 76065 submitted by mail or delivered. Faxed or emailed proposals will not be accepted.

### **3.6 Addendum**

Any interpretations, corrections, additions, or changes to this RFP will be communicated to vendors by the issuance of an addendum. All vendors shall comply with the requirements specified in any addendum issued by Midlothian ISD. It is the responsibility of the Vendor, prior to submitting their response, to determine whether an addendum was issued. All addendum are posted on the Midlothian ISD website – Business, Purchasing (Bids).

### **3.7 Disqualification**

A Vendor may be disqualified before or after the responses are unsealed, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage. Additionally, responses submitted without all specified required components may not be considered and may be disqualified.

### **3.8 District Locations**

School District locations may be added or removed based on District need as determined Midlothian ISD during the contract period.

### **3.9 No Return of Responses; Withdrawal of Responses**

Once submitted, Midlothian ISD will not return responses to vendors. A Vendor may withdraw their response that has been submitted to Midlothian ISD prior to the submittal deadline by contacting (email) Shana Volentine, [Shana.Volentine@MidlothianISD.org](mailto:Shana.Volentine@MidlothianISD.org).

### **3.10 Open Records Policy**

CONFIDENTIAL INFORMATION: If a Respondent submits any information considered to be proprietary, trade secret, or otherwise confidential, the Respondent must identify all such information in the bid by clearly marking each page containing confidential information with the words "Confidential Information." If the Respondent fails to identify confidential information as set forth in this paragraph, it agrees that by submission of its response that the entirety of the response shall be deemed non-confidential and non-proprietary and shall be made available to the public upon request. All responses and parts of responses which are not marked as confidential will automatically be considered public information after the contract is awarded.

Respondents should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before submitting a response. Midlothian ISD assumes no liability or responsibility for release of any information not properly identified and documented as confidential pursuant to the requirements set forth herein.

In the event Midlothian ISD receives a request for portions of a response marked as "Confidential Information" as specified above, Midlothian ISD shall forward such request to the Office of the Texas Attorney General for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act. Midlothian ISD will notify Respondent whose response is the subject of the request when the information is forwarded to the office of the Attorney General. Midlothian ISD assumes no obligation for asserting legal arguments on behalf of Respondent. Respondents are advised that Midlothian ISD is obligated to comply with the decision of the Attorney General, including any such decision calling for the release of information marked as "Confidential Information" by a Respondent.

### 3.11 Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

### 3.12 Responsive Submissions

Submissions shall be deemed responsive if it meets or exceeds the provisions of the bid solicitation, including specifications and/or scope of work.

### 3.13 Demos/Interviews

Midlothian ISD reserves the right to create a short list of vendors based on factors listed in the evaluation criteria. Interviews may be scheduled with short listed vendors.

### 3.14 Environmental Initiatives

Midlothian ISD is committed to reducing waste and promoting energy conservation. Toward that end, vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

### 3.15 Similar Products

Whenever an article or material is defined by Midlothian ISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

## 4.0 SCOPE & SPECIFICATIONS

### 4.1 Request for Proposals Defined

The intention of this Request for Proposals (RFP) is to solicit responses for **Apparel, Awards, Promotional Items, Signage and Related Services**. Midlothian ISD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Subsection (a)(3) Request for Proposals. For information regarding the RFP process, contact the Purchasing Department at (469)856-5032.

- Interested vendors should respond to this RFP and submit responses to Midlothian ISD.
  - Vendors currently awarded on RFP# 2021-004 **MUST** bid on RFP 2324-02 Apparel, Awards, Promotional Items, Signage and Related Services in order to be considered and remain an awarded vendor for any future purchases.

### 4.2 Product Specifications

It is the intention of Midlothian ISD to establish one or more contract(s) with highly qualified Vendor(s) for Apparel, Awards, Promotional Items, Signage and Related Services. Vendor(s) shall, at the request of Midlothian ISD, provide these products and/or services under the terms of this RFP. Below are examples of products and or services, but not limited to, which Midlothian ISD is seeking. A percentage discount off catalog pricing is requested.

1. Customized Apparel and Accessories: T-Shirts, hats, shorts, etc.
2. Customized **NON-Apparel**: Wristbands, bows, pencils/pens, cups, lanyards, megaphones, pom poms, etc.
3. Awards: Gifts, trophies, ribbons, achievement pins, plaques, certificates, engraving and other recognition materials.
4. Banners: Signage [**EXCLUDING** Marquees], banners, vinyl wraps and other advertising materials.
5. Identifying Items: Name tags/plates, badges, and other distinguishing supplies.
6. Other products or services not listed above.

#### 4.3 Scope of Work

Midlothian ISD desires to multi-award this contract to various vendors who can provide catalog and /or MSRP discount pricing for high quality Apparel, Awards, Promotional Items, Signage and Related Services for schools and departments. This can include but is not limited to customized apparel, promotional items, or signage. Additionally, vendors may provide alternative services such as awards, banners, name tags, and trophies, etc.

Proposal should include all related fees such as:

- Set-Up Fee
- Imprinting Fee
- Engraving Fee
- Embroidery Fee
- Shipping/Freight

Proposals should include:

- Percentage of discount rate
- Describe return policy for damaged goods, customized and generic, unsatisfactory quality, and defective products.
- Provide a designated customer service contact information and hours of operation.
- Describe your process/procedure on addressing delayed shipment/late product arrivals or other discrepancies.

Please ensure that you have reviewed the [Midlothian ISD Brand Guidelines](#) (including [Brand Identity Guidelines](#) and [Shirt Guidelines](#)) and adhere to these policies and procedures. Specifically, please do not stretch, distort or alter the logos. Contact Ron Bland, Director of Engagement, with the Midlothian ISD Communications Department with any questions.

Midlothian ISD is pleased to work with vendors to ensure that you have updated, accurate logo files that meet Midlothian ISD branding standards.

#### 4.4 No Guarantee of Quantities

Midlothian ISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. Midlothian ISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.

#### 4.5 Insurance Requirements

When applicable, Vendor shall maintain liability insurance, including non-owned automobile liability, Workmen's Compensation, and employer's liability insurance as well adequately protect Midlothian ISD against such damage, liabilities, claims, losses and expenses (including attorneys' fees). Vendor agrees to submit certificates of insurance evidencing its insurance coverage when requested by Midlothian ISD.

***See Table Below for Insurance Requirements***

## Midlothian Independent School District Insurance Requirements for Independent Contractors

Policy Type	Individual Presenters	Company Consultants	Rentals - In-District	Construction, Installation, Renovation, Building Modifications, Service, Maintenance or Repair Projects			Charter Bus Service
	Private Lesson Tutors Individual Consultants	As determined by contract	Inflatable Bouncers Carnival Rides	Small Projects Less than 4 Days and/or \$10,000	Medium Projects \$10,000 to < \$25,000	Large Projects Equal to or Greater than \$25,000	
Commercial General Liability							
BI & PD Each Occurrence	Not Required	1,000,000	1,000,000	300,000	1,000,000	1,000,000	1,000,000
BI & PD General Aggregate	Not Required	1,000,000	1,000,000	600,000	1,000,000	1,000,000	1,000,000
Products & Completed Operations	Not Required	1,000,000	1,000,000	600,000	1,000,000	1,000,000	1,000,000
Personal & Adv Injury	Not Required	1,000,000	1,000,000	300,000	1,000,000	1,000,000	1,000,000
Sexual Assault and Molestation	Not Required	1,000,000	1,000,000	300,000	1,000,000	1,000,000	1,000,000
Fire & Legal Liability	Not Required	100,000	100,000	50,000	100,000	100,000	100,000
Medical Expenses	Not Required	5,000	5,000	5,000	5,000	5,000	5,000
Commercial Auto Liability	Not Required						
Bodily Injury Each Person	Not Required	100,000	100,000	100,000	100,000	1,000,000	1,000,000
Bodily Injury Each Accident	Not Required	300,000	300,000	300,000	300,000	2,000,000	2,000,000
Property Damage Each Occurrence	Not Required	100,000	100,000	100,000	100,000	\$250,000	\$250,000
Combined Single Limit	Not Required					1,000,000	3,000,000
Umbrella Liability (Excess)	Not Required		Not Required	Not required	Not required		
Over GL, Auto & Workers' Comp	Not Required				1,000,000	One times the contract amount for contracts exceeding \$1M up to \$25M. \$1M minimum.	5,000,000
Workers' Compensation	Not Required	Required	Required	Required	Required	Required	Required
Employers Liability	Not Required	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Do you accept accident policies & waivers in lieu of workers comp?	Not Required	No	No	No	No	No	No
Builders' Risk/Installation Floater	Not Required	N/A	N/A	N/A	Full Insurable Value of Project	Full Insurable Value of Project	N/A
Owners' & Contractor's Protective Liability	Not Required	N/A	N/A	N/A	1,000,000	1,000,000	N/A
Professional Errors & Omissions Liability for certified professionals	As Requested based on project.	As determined by contract	N/A	N/A	N/A	N/A	N/A
Insurance Company "AM Best" Rating		A-VII	A-VII	A-VII	A-VII	A-VII	A-VII
Cancellation Notice	Not Required	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days
Bonds							
Bid Bond	N/A	N/A	N/A	If Requested	If Requested	If Requested	N/A
Payment Bond	N/A	N/A	N/A	N/A	100%	100%	N/A
Performance Bond	N/A	N/A	N/A	N/A	100%	100%	N/A
Other							
Bodily Injury & Property Damage Injury Releases	Yes						



## 5.0 EVALUATION AND AWARD OF RFP

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible vendor(s) whose response(s) is/are determined, after evaluation by a committee of Midlothian ISD administrators and educators, to be the best value for the District. To qualify for evaluation, a response must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP solicitation.

### 5.1 Evaluation Criteria

A committee selected by the Midlothian ISD Purchasing will review and evaluate all responses and make a recommendation for contract award. This recommendation will be based on the following factors, in accordance with Texas Education Code § 44.031:

<b>Evaluation Criteria</b>	<b>Point System</b>
<b>Purchase price</b> Offer a fair reasonable price for items or services to be procured by Midlothian ISD.	25
<b>Reputation of the Vendor and of the Vendor's goods or services</b> Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of good or services.	20
<b>Quality of the vendor's goods or services</b>	20
<b>Extent to which the goods or services meet the district's needs</b>	10
<b>Vendor's past relationship with the district or similar size district.</b> If no experience with the District, then with an entity of similar size and scope.	10
<b>Long-term cost to the district to acquire the Vendor's goods or services</b>	5
<b>Whether the Vendor's Principal place of business is in the state of Texas, or employs 500 people in this state.</b>	0
<b>The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;</b>	0
<b>Extent to which the Vendor agrees to and/or deviates from Midlothian ISD's Solicitation Information and Instructions, Standard Terms and Conditions and Special Terms and Conditions</b>	10
<b>Any other relevant factor specifically listed in the solicitation.</b>	0
<b>TOTAL</b>	<b>100 points</b>

### 5.2 Formation of Contract

A response to this solicitation is an offer to contract with Midlothian ISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted, evaluated, and awarded by Midlothian ISD, including Midlothian ISD Board of Trustees approval, when required.

### 5.3 Non-Exclusive Contract

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of Midlothian ISD. Midlothian ISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in Midlothian ISD's sole discretion.

### 5.4 Awards

Awards will be made to the successful vendor(s) for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. Midlothian ISD reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to Midlothian ISD. Midlothian ISD shall comply with the Texas Public Information Act in the event Midlothian ISD receives an open records request for information relating to responses submitted in response to this RFP.

### 5.5 Purchase Orders

Purchase orders will be issued on an as-needed basis. The district will not be responsible for any products and/or services rendered without a Midlothian ISD purchase order signed electronically by authorized District personnel and/or proper authorization by the district's Purchasing Department. Requests for items will originate at each campus or department and the subsequent purchase order will be processed only by the Midlothian ISD Purchasing Department.

Please note that **items and/or services are not to be delivered/provided to Midlothian ISD without an approved purchase order.** If your company provides an item and/or service without a properly drawn Midlothian ISD purchase order, you are not guaranteed payment and the item/or service you provided **could be constituted as a donation.**

### 5.6 Invoices

Invoices shall show the Midlothian ISD purchase order number, copy of signed delivery ticket, and bid name, and shall be emailed directly to [accounts\\_payable@midlothianisd.org](mailto:accounts_payable@midlothianisd.org)

### 5.7 Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract as noted on an approved district purchase order. If delivery is not or cannot be made within proper time period, the awarded vendor must receive authorization from the issuing Midlothian ISD campus/department for the delayed delivery. If defective or incorrect goods are delivered, Midlothian ISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to Midlothian ISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

### 5.8 Payment Terms

Payment will be made upon receipt and acceptance by Midlothian ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from the receipt of this payment.

## 6.0 PRICING / DELIVERY INFORMATION

### 6.1 Pricing

Vendor is required to furnish current copies of their catalog and/or price list. All applicable discounts must be listed on the RFP Response Form. "Shelf Pricing" with discounts is an acceptable response for those vendors who do not have a published catalog. Failure to provide a catalog and/or price list and/or discount amount will result in the proposal being considered materially non-responsive and therefore not considered.

## **6.2 Tax Exemption**

Midlothian ISD is exempt by law from the payment of Texas and Local Sales Tax and Federal Excise Tax. Responses should not include any such taxes.

## **6.3 Percentage Discount**

If applicable, respondents should provide a discount off shelf, catalog, price list and/or website. The actual cost to Midlothian ISD will be the price less the percent discount quoted by the vendor in this proposal. Completing the Discount Section – If offering current shelf, catalog, list, or website pricing only, with no additional discounts, so indicate on the Discount Section of the proposal form in the 'PERCENTAGE DISCOUNT' column with 0% as the discount to be taken from the purchase total. The discounts requested will be a percentage off (-) current shelf, catalog, website and/or published price list(s).

## **6.4 Firm Pricing**

Firm pricing is requested for the first (1) term of the contract. Notice of any changes thereafter must be submitted in writing to the Director of Purchasing, at least thirty (30) days prior to the effective date of the increase. Invoices with price changes that did not receive prior approval from the Purchasing Department will not be honored. If during the term of the contract, the vendor's costs are lowered and such savings are passed along to other customers, it is understood and agreed that the benefits of such reduction shall be extended to Midlothian ISD.

## **6.5 Freight / Delivery / Inspection & Acceptance**

All deliveries shall be **F.O.B. Destination and Inside Delivery**. Deliveries shall be made during Midlothian ISD regular hours.

A purchase order(s) shall be generated by Midlothian ISD to the Vendor. The purchase order number **must** appear on all itemized invoices and packing slips. Midlothian ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.

## **7.0 ATTACHMENTS**

### **7.1 Required Attachment(s)**

Please complete the Response Packet included in this proposal for Midlothian ISD



**Vendor Must Provide the Following 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:		

1. Company's home office location is:

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2. Legal name of company: \_\_\_\_\_

3. Number of years in business: \_\_\_\_\_

4. Do you currently do business with Midlothian ISD? ☐ Yes ☐ No

5. a. Is your principal place of business located in the State of Texas? ☐ Yes ☐ No

b. Does your business employ more than 500 people in the State of Texas? ☐ Yes ☐ No

6. Does your business have ecommerce (online ordering) capabilities? ☐ Yes ☐ No

7. Do you have any pending litigation? ☐ Yes ☐ No

If yes, please attach a separate page explaining.



8. Is your company able to service MISD locations - Midlothian surrounding area?

☐ Yes ☐ No

If no, explain exceptions:

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9. Do you work with other school districts in Texas? ☐ Yes ☐ No

If yes, please list 3 current school district customers

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10. Does your company accept purchase orders? ☐ Yes ☐ No

11. If applicable, did you provide a certificate of insurance with your response? ☐ Yes ☐ No

12. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? ☐ Yes ☐ No

13. Is this company a minority, or woman-owned business enterprise? ☐ Yes ☐ No

14. Please list any current purchasing cooperative contracts: (feel free to attach a separate page for any additional contracts your company may have)

A. Buyboard \_\_\_\_\_

B. Choice Partners \_\_\_\_\_

C. TIPS \_\_\_\_\_

D. EPCNT and/or CTPA \_\_\_\_\_

E. OTHER \_\_\_\_\_

15. How did you hear about this bid opportunity?

☐ MISD website

☐ MISD email

☐ Newspaper

☐ Other: \_\_\_\_\_



RFP RESPONSE FORM (Page 2)

2324-02 Apparel, Awards, Promotional Items, Signage and Related Services

This bid is a qualifying agreement. All items/services your company provides will be subject to purchasing availability by our district; therefore no items/services are listed. Your company MUST respond to this request for proposal in order to be an approved vendor with MISD.

**All purchases must occur with a district purchase order.**

Please list a % discount off of the items/services your company provides. The following is an acceptable proposal response:

0% - 100% (Please state 0% or anything between 0-100%)

“Varies” (discount may vary depending on item/service being purchases, quantity discounts, etc.)

- 1) Our firm will accept orders using district purchase orders. YES ☐ NO ☐
- 2) Prices will reflect \_\_\_\_\_% off the established price list, shelf price, catalog price, internet price, etc.
- 3) It is understood that this proposal/bid will be effective through October 31, 2024 with automatic renewal for three (3) additional one-year periods.

**ADDITIONAL STORE LOCATIONS**

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).

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# 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***

## DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

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

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

Firm’s Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Authorized Company Official’s Name: \_\_\_\_\_  
(*Typed or printed*)

Title of Authorized Representative: \_\_\_\_\_  
(*Typed or printed*)

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_





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**



**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: \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

**7**

Signature of vendor doing business with the governmental entity \_\_\_\_\_

\_\_\_\_\_ Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

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

**5** Check only if there is NO interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



## STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

My signature certifies that the accompanying Proposal:

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

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

NAME OF SELLER:

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ADDRESS:

---

CITY & STATE:

---

NAME: (Print)

---

Signature:

---

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



## REFERENCES

Please list your references

1. Business Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Scope of Work/Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Business Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Scope of Work/Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Business Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Scope of Work/Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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) ► _____ <b>Note:</b> 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 <b>not</b> 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 checked="" type="checkbox"/> Other (see instructions) ► _____	<b>4</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	

## 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.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

## 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.

<b>Sign Here</b>	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](http://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.*