

ATTACHMENT A: MIDLOTHIAN ISD STANDARD TERMS AND CONDITIONS

1. FACTS, STATISTICS, AND DEFINITIONS

1.1. The District currently operates eight (8) elementary schools; three (3) middle schools with grades 6-8; two (2) high schools with grades 9 - 12; one (1) CTE facility, one (1) early learning academy and one (1) alternative education campus.

1.2. Throughout the standard terms and conditions, the District will make use of the term "bid". Use of this term should be considered descriptive and is intended to reference all procurement options currently used by the District. This includes bids, sealed proposals, requests for proposals, requests for qualifications, and formal quotes. In addition, the District may use inter-local contracts from multiple Cooperative Organizations it holds membership with. The terms and conditions contained herein apply to all procurement methods the District may use.

2. BID SUBMITTAL

2.1. Vendors must include the properly executed Bid forms, attachments, and addenda as specified in the bid documents. Responses that do not include all requested information may be disqualified.

2.2. All prices and quotations must be typed or written in ink. Mistakes may be crossed out and the correction inserted adjacently, corrections must be initialed. In the case of calculation errors, the unit price shall govern.

2.3. It is understood that quantities, where listed, are to be considered estimated needs only. Midlothian ISD reserves the right to increase or decrease quantities ordered as needed.

2.4. Bids shall be submitted in duplicate; one (1) original and one (1) copy, marked as such, sealed and clearly labeled as "original" or "copy" and must include the bid number, bid title, due date, and time of opening. Unless otherwise noted in General conditions and Specifications. Failure to follow these instructions may result in rejection of the bid.

2.5. MIDLOTHIAN ISD WILL NOT ACCEPT LATE, FAXED OR E-MAILED BIDS. MIDLOTHIAN ISD IS NOT RESPONSIBLE FOR BIDS DELIVERED INCORRECTLY OR MISPLACED BIDS. THE DATE/TIME STAMP IN THE MIDLOTHIAN ISD PURCHASING OFFICE SHALL BE THE OFFICIAL TIME OF RECEIPT.

2.6. All bids shall be deemed final. No offer shall be subject to correction or amendment for errors or miscalculations after the bid deadline. Bids may be withdrawn or amended up to the date and time due, at which time they become the sole property of Midlothian ISD.

2.7. Midlothian ISD reserves the right to request additional or clarifying information after the bid response has been submitted. This information may be used to further evaluate the response or qualify overall cost associated with proposed solution.

2.8. Any problems or discrepancies that are discovered in relation to this bid process should be directed to the Midlothian ISD Purchasing Coordinator for a determination or clarification prior to the bid date due. If the vendor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

2.9. If any of the information is considered to be confidential or a trade secret belonging to the vendor and, if released would give an advantage to a competitor or vendor, that information should be filed with the submittal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION". Acceptance of such materials does not constitute an admission by Midlothian ISD that the materials are confidential or a trade secret.
(Government Code, Article 252.049)

2.10. Samples, if applicable or when requested, shall be furnished at no cost to Midlothian ISD. If

not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. If no return request is received within seven (7) days of the bid award, the sample may be destroyed.

2.11. Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error.

2.12. Any catalog, brand name, or manufacturer's reference used herein is intended to be descriptive, not restrictive, it is used to indicate the type and quality desired. Bids on items of like quality will be considered. Midlothian ISD retains sole authority to determine if items being bid are of like quality and to accept or reject proposed substitutions as deemed to be in the best interest of the District.

2.13. The apparent silence of these specifications as to any detail or the apparent omission of detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2.14. Withdrawal of bids will not be allowed for a period of 90 days following the bid opening.

3. DEVIATIONS FROM SPECIFICATIONS

3.1. Each and every deviation from the General Conditions and/or Specifications must be listed on the deviation form when submitting the proposal. If no deviations are listed, the proposing vendor agrees to abide by all terms, conditions, specifications, and information listed within this proposal document.

3.2. Once the proposal has been awarded, if an item is to be substituted, such substitution shall be made only by furnishing an equal or better quality and/or grade product than originally specified at no additional cost. Midlothian ISD shall be the sole interpreter as to the acceptance of any substitution. This substitution must be pre-approved by Midlothian ISD.

4. AWARD OF CONTRACT(S)

4.1. Midlothian ISD reserves the right to award the contract(s) to the vendor(s) offering the best value, and not necessarily to the vendor proposing the lowest price.

4.2. Midlothian ISD reserves the right to award the bid by catalog, line item or total quantities, whichever is deemed to be in the best interest of the District (where applicable).

4.3. The following criteria, but not limited to, will be used in evaluation: vendor's past relationship with the District, extent to which the goods or services meet the District's needs, vendor experience, vendor reputation and references, and price.

4.4. Successful proposing vendors will be notified by an award notification letter or email correspondence.

4.5. Midlothian ISD reserves the right to accept or reject any or all proposals, and waive any formalities and to accept the offer(s) that is determined to be in the best interest of the District.

4.6. These conditions are applicable and are a part of the contract documents resulting from the bid process, including Purchase Orders. In a case of conflict, the bid documents shall take precedence.

4.7. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Midlothian ISD.

4.8. Bids may not be considered if a service charge, minimum dollar, or minimum quantity is applied.

4.9. During the term of the contract, items that may not have been included in the initial bid may be included by mutual consent of the awarded vendor and the District.

4.10. Unless otherwise specified within these documents, Midlothian ISD appoints the Purchasing Coordinator as the contract administrator with designated responsibility to ensure compliance with contract requirements.

4.11. Prices and/or discounts are to remain firm for one (1) year from date of the award unless otherwise specified.

4.12. If this is a renewable contract, Midlothian ISD reserves the right to extend the prices, terms, and conditions, of this contract with any or all vendors that agree to a contract extension. The prices, terms, and conditions of this Agreement will govern all extensions, renewals, and Vendor(s) unless mutually amended in writing and duly authorized by both parties.

4.13. Successful Bidder agrees to defend, indemnify, and hold harmless Midlothian ISD and all its officers, agents, and employees from any and all claims or liabilities regarding death, injuries, or property damages arising out of Vendor's activities under this agreement. The successful bidder shall pay any judgment with costs which may be obtained against Midlothian ISD for such damages.

4.14. The successful Bidder shall not sell, assign, transfer, or convey this contract in whole or in part without the prior written consent of Midlothian ISD Purchasing Coordinator. Payment can only be made to the vendor(s) awarded as a result of this bid.

4.15. Vendors agree to provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of work under this Agreement.

4.16. Vendor shall secure and pay for any fees, licenses, or permits necessary for the successful completion and proper execution of the work, be it community, city, county, or state requirement.

4.17. Vendor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work site any unfit persons or anyone not skilled in the required tasks.

4.18. A vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations.

4.19. Vendor agrees that all work related to this contract shall be done as an independent contractor and that the persons doing such work shall NOT be considered employees of the District. Seller shall maintain all necessary insurance coverage as required by statute as well as any additional coverage specifically required within this bid document.

4.20. Upon receipt of a written deficiency notice, the contractor shall have ten (10) days to provide a satisfactory response to Midlothian ISD. Failure to adequately address all issues of concern may result in contract cancellation.

5. ORDERING

5.1. All orders must be accompanied by a Purchase Order or Purchase Order number. Ordering shall be allowed by phone, a fax,

electronically, in person or by mail as long as an approved Purchase Order is provided.

5.2. Midlothian ISD is not liable for orders accepted by the Vendor(s) without a valid Purchase Order. Payment will not be made for services rendered or goods provided without a valid District Purchase Order. Failure to observe this requirement may result in contract termination.

5.3. If requested by a campus or department within the District, Contractor must provide a quotation to the campus or department that includes all associated costs for producing the item(s) requested.

5.4. All prices in the quotation shall be equal to or less than the contracted prices.

5.5. Orders may be placed using a Purchase Order or a District-issued Purchasing (Credit) Card.

5.6. The District will not assume an additional fee for using the Purchasing Card method.

5.7. No work shall be performed prior to the receipt of one of these methods of procurement.

6. TRADEMARK LICENSING REQUIREMENTS.

6.1. During the term of the contract, the District may enter into an agreement with a third party to enforce trademark licensing of all printed District names and logos.

6.2. At the commencement of any such agreement, Contractor will be required to sign an agreement stating acknowledgment and understanding of the licensing of such trademarked names and logos.

6.3. Any Contractor not willing to sign the agreement will be removed from the contract and no longer allowed to perform printing services for the District during the remaining term of the contract.

7. DELIVERIES

7.1. Deliveries of in-stock merchandise shall be made within the time specified by Midlothian ISD. If delivery cannot be made within the required timeframe, notice must be given to Midlothian ISD with an expected delivery date

7.2. All merchandise not delivered to Midlothian ISD within thirty (30) days from the date of the Purchase Order may be canceled and purchased from another vendor unless:

7.2.1. Prior approval is given for an extended delivery date by the department affected.

7.2.2. The Purchase Order states an extended date.

7.2.3. The merchandise ordered by Midlothian ISD is lost in shipment and Midlothian ISD is advised and agrees to accept a later delivery date.

7.2.4. All deliveries shall be shipped FOB Midlothian ISD and shall include inside delivery and installation if desired by Midlothian ISD will accept responsibility for deliveries after final inspection and acceptance of said items. If the quoted delivery terms do not include transportation costs provided, buyer shall have the right to designate what method of transportation shall be used to ship the goods.

7.2.5. All items shall be subject to inspection and rejection by Midlothian ISD for defects and/or noncompliance with the Purchase Order. If for any reason, any item is rejected, proposing vendor will cover all shipping costs to and from Midlothian ISD, Midlothian, Texas.

8. PAYMENT

8.1. Sellers shall submit separate invoices, on each Purchase Order after each delivery. Invoices shall indicate the Purchase Order number, shall be itemized and transportation charges, if any, shall be listed separately.

8.2. Invoices should be mailed to Midlothian ISD, Attn: Accounts Payable, 100 Walter Stephenson Rd, Midlothian, TX 76065 or e-mailed to accounts_payable@misd.gs. Payment shall not be due until the above instruments are submitted after or upon delivery. Suppliers should keep the Business Office advised of any changes in your remittance addresses.

8.3. Do not include Federal Excise, State or City Sales Tax. Midlothian ISD shall furnish a tax exemption certificate if required.

8.4. Midlothian ISD agrees to pay the supplier within thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.

8.5. Midlothian ISD agrees to notify the supplier of an error or contested invoice. Midlothian ISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

8.6. No part of this order may be assigned or subcontracted without the prior written approval of Midlothian ISD. Payment can only be made to the supplier(s) awarded under this proposal.

9. INTERPRETATION

9.1. Midlothian ISD shall be sole interpreter of the general conditions, specifications, contract specifications, and the performance requirements contained herein

10. WARRANTY AND RETURNS

10.1. Warranty conditions for all supplies, equipment, or services shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor, or manufacturer for the product. All equipment proposed shall be new unless clearly stated in writing and pre-approved by Midlothian ISD. Equipment refers to all hardware, software, materials, and incidentals, etc. The warranty period will be deemed to commence upon delivery and acceptance of the goods or service by Midlothian ISD.

10.2. Vendor expressly warrants that all goods or services furnished under this Agreement shall conform to all specifications and appropriate standards and shall be free from defects in material or workmanship. Vendor warrants that all such goods or services shall conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked, and labeled.

10.3. Midlothian ISD reserves the right to return damaged, defective, or materials shipped in error, at the vendor's expense for exchange or credit at the District's option within thirty (30) working days of receipt of such materials.

10.4. Merchandise received from a vendor shall be new, not used or shop worn.

10.5. All items must meet OSHA standards of compliance and be asbestos free.

10.6. All items which use electrical currents must be U.L. Listing approved.

10.7. Midlothian ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such items(s) within thirty (30) days of receipt at the vendor's expense.

11. TERMINATION OF AGREEMENT

11.1. This contract may be terminated by Midlothian ISD at its option upon thirty (30) days written notice if the materials furnished do not conform to the standard set forth herein; or if the deliveries do not conform to the standard set forth herein; or if the deliveries and servicing of this contract do not conform to the requirements detailed herein.

11.2. This contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract. Loss of funding shall constitute grounds for termination of the parties' contractual relationship by Midlothian ISD. In whole or in part, without penalty, pecuniary risk, or further liability to Midlothian ISD.

11.3. In the event the proposal expires before a mutually agreed contract renewal is executed, Vendor shall extend the contract on a month-to-month basis by mutual agreement.

12. PENALTIES FOR NON-PERFORMANCE

12.1. If the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract (including price), the District reserves the right to:

12.1.1. Purchase on the open market and charge the proposing vendor the difference between contract and actual price, or

12.1.2. Deduct charges from existing invoice totals due at the time, or

12.1.3. Cancel the contract within (30) days written notification.

13. UNIFORM COMMERCIAL CODE

13.1. This agreement shall be governed by the Uniform Commercial Code. Wherever the "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial

Code as adopted in the State of Texas effective and in force on the date of this agreement.

14. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

14.1. The attached criminal history form must be completed and returned as part of this bid, if applicable.

14.2. 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. The attached criminal history form must be completed and returned as a part of this bid, if applicable. 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 Section 14.1 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 contractor.

14.3. This section does not apply to a publicly held corporation.

14.4. All Vendor employees who will have direct contact with students shall supply information required by Texas Education Code Section 22.0834 to the appropriate authorities. Under no circumstance shall Vendor be allowed to use employees, agents, or subcontractors on district property who have been convicted of a felony or a crime including sexual misconduct. Vendor shall require all employees, agents, and subcontractors to comply with campus access policies, designated parking policies and other requirements necessary to comply with Texas Education Code Section 22.0834.

14.5. The awarded vendor(s) shall insure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on Midlothian ISD property at any time.

15. ORDINANCE, LAW, DISPUTE RESOLUTION AND VENUE

15.1. The contractor shall comply with all local, state, and federal ordinance, laws, and regulations pertaining to the operations covered under this contract. It shall be the obligation of the contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies of state and local governments.

15.2. Both parties agree that a good faith effort will be put forth to resolve any and all disputes arising from this contract. After thirty (30) days of impasse, outside arbitration may be sought by Midlothian ISD. If at any point, a court proceeding becomes necessary, any and all such proceedings will occur in the County of Ellis, in the State of Texas.

15.3. This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that the venue for any litigation arising from this contract shall lie in Midlothian, Ellis County, Texas.

15.4. Neither party shall be liable for damages for any delay or default in the performance of this contract if such delay or default is caused by conditions beyond its own control including, but not limited to, Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

15.5. Successful bidder(s) shall be required to comply with applicable equal employment opportunity laws and regulations.

15.6. Successful bidder(s) agree to protect Midlothian ISD from claims involving infringement of patent or copyright.

15.7. ALL PROVISIONS LISTED WITHIN THIS BID BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT UNLESS SPECIFICALLY EXCLUDED AND AGREED TO BY Midlothian ISD. ANY EXCEPTIONS MUST BE LISTED ON THE DEVIATIONS PAGE WITHIN THIS INQUIRY. ANY AND ALL CONDITIONS SPECIFIED WITHIN THIS PROPOSAL DOCUMENT WILL AUTOMATICALLY BECOME A PART OF ANY ADDITIONAL CONTRACT TERMS WHETHER OR NOT THEY ARE SPECIFICALLY STATED WITHIN THAT ADDITIONAL AGREEMENT. Vendor understands and agrees that any terms and conditions submitted by Vendor as part of its bid are not incorporated into any agreement UNLESS SPECIFICALLY LISTED ON THE DEVIATIONS PAGE and included in any final agreement between Vendor and the duly authorized representative of Midlothian ISD. In the event a separate agreement is not executed by Midlothian ISD and Vendor following the bid award these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any Midlothian ISD Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

16. CONFLICTS OF INTEREST

16.1. Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Midlothian ISD must file a Vendor Conflict of Interest Questionnaire with Midlothian ISD purchasing department in accordance with Texas Local Government Code Chapter 176, not later than the 7th business day after the recipient becomes aware of facts that require filing. Forms and additional information can be found at <https://www.misd.gs/departments/finance/purchasing>

17. INSURANCE

17.1. The successful contractor(s) will be required to furnish an insurance certificate with the minimum coverage listed below. Midlothian ISD requires that vendor's insurance is placed with companies that have achieved an "A" rating or better with AM Best. Midlothian ISD must be named as an additional insured and proof of insurance is required prior to the start of the project. Any certificates of insurance furnished as evidence of the insurance maintained by the vendor shall include a clause obligating the Insurer to notify Midlothian ISD (in writing) thirty (30) days prior to cancellations or any materials changes in the insurance. The immunity of the owner shall not be a defense to be used by the insurance carrier.

17.2. All bidders must furnish a certificate of insurance with their bid. Only the selected bidder(s) will be required to name Midlothian ISD as an additional insured.

17.3. Required insurance coverage amounts:
TYPES OF COVERAGE LIMITS OF LIABILITY
Workers' Compensation Statutory Employer's Liability \$500,000 each accident, \$500,000 disease policy limit \$500,000 disease each employee Commercial General Liability \$1,000,000 combined single limit policy aggregate \$500,000 combined single limit each occurrence (Property damage deductible not to exceed \$500 per accident.) Business Auto Liability \$100,000/\$300,000/\$100,000 (Hired/Non-owned coverage must also be provided.)

18. HB 89 VERIFICATION

18.1. Being an adult over the age of eighteen (18) years of age, signing ROISD Standard Terms and Conditions, do hereby depose and verify that the company named below, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

18.1.1. Does not boycott Israel currently; and

18.1.2. Will not boycott Israel during the term of the contract with Midlothian ISD.

18.2. Pursuant to Section 2270.001, Texas Government Code:

18.2.1. "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

18.2.2. "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.

19. SB 252 CHAPTER 2252 CERTIFICATION

19.1. Being an adult over the age of eighteen (18) years of age, signing ROISD Standard Terms and Conditions, do hereby depose and verify that the company named above, under the provisions of Chapter 2252, Section 2252.152 and Section 2252.153:

19.1.1. The company named below is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

20. INTERLOCAL AGREEMENTS

20.1. Membership – Midlothian ISD is a member in good standing of the Educational Purchasing Cooperative of North Texas (EPCNT), an alliance

of multiple school districts in North Texas representing over a million students, sharing information, services, and contractual opportunities. EPCNT is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements. For a list of current members, go to <https://epcnt.com>

20.2. Adoption of Awards Contracts – In support of this collaborative effort, awards made by Midlothian ISD may be adopted by other active EPCNT member districts. By adopting a contract from another EPCNT member district, the adopting district has met the competitive bidding requirement established by the Texas Education Code, Section 44.031 (a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchase terms established by the originating district.

20.3. Adopted Contract Management – The District shall be responsible for the management of the adopted contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the adopted contract agreement.