

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 ~~DDA~~ 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 ~~DDA~~. 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 ~~DDA~~, 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 ~~DDA~~ 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 ~~DDA~~ must file a Vendor Conflict of Interest Questionnaire with ~~DDA~~ 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 [\\\texas.gov\176](#)

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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.