MIDLOTHIAN ISD
INSPIRING EXCELLENCE

Request for COMPETITIVE SEALED PROPOSALS

RFP 2425-04
MISD Animal Trailer - Ag

Date	Event
September 14, 2024	Issue Date
September 23, 2024	Last day to submit questions - 12:00 P.M. (CST)
September 25, 2024	Addendum posted
October 3, 2024	Proposals Due – 2:00 P.M. (CST)
October 21, 2024	Anticipated Recommendation to MISD Board

** The District will make every effort to adhere to this schedule; however, dates are subject to change. Any changes will be posted in the form of an addendum on the MISD website. Additional addendums may be posted at the discretion of MISD. Potential respondents are responsible for watching the website for such publications.*

Deliver Sealed Responses to:
Midlothian ISD Administration Building
Purchasing Department
100 Walter Stephenson RD
Midlothian, Texas 76065

Midlothian ISD Purchasing Department:
Shana Volentine, RTSBA
Director of Purchasing
469-856-5032
shana.volentine@midlothianisd.org

NOTICE

The Midlothian Independent School District (MISD) is soliciting proposals for **an Animal Trailer - Ag** per the specifications stated elsewhere in this solicitation document. A response to this solicitation is an offer to contract with Midlothian ISD and its members based on the specifications and standard terms and conditions contained in the bid document.

Respondents are cautioned to read this document completely and submit all documents. Each respondent, by submitting a response, represents that he/she has read and understands the proposal. Failure to examine the documents will be at the vendor's risk.

Respondents shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer is submitted will be construed by the MISD Board of Trustees to indicate that the respondent agrees to carry out the furnishing of products and services in full accordance with the specifications and other contract documents not withstanding existing material and labor market conditions. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) and/or services specified in the solicitation.

The vendor should propose his/her lowest and best price. All pricing information shall be entered on the proposal in ink or typewritten. Pricing should include labor and materials unless otherwise noted by the vendor.

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of the contract, provided, however that the vendor may offer incentive discounts from this fixed price to the District at any time during the contractual term.

Shana Volentine

Director of Purchasing

August 14, 2024

Date

DISTRICT OVERVIEW

Midlothian is a fast-growing city in Northwest Ellis County, Texas with a population of more than 31,500. The city is 25 miles (40 km) southwest of Dallas. It is the hub for the cement industry in North Texas, as it is home to three separate cement production facilities, as well as a steel mill.

The District currently has 14 campuses comprised of 8 elementary schools, 3 middle schools, 2 high schools, and a CTE center. The District currently serves approximately 11,100 students and employs approximately 1100 employees.

Midlothian ISD has grown by more than 3,000 over the last decade and is expected to grow by nearly 4,500 students by 2030.

Midlothian ISD's mission is to educate students by empowering them to maximize their potential and inspiring excellence today to change the world tomorrow.

We believe that:

- Safe, engaging, rigorous, and diverse leaning environments provide the best opportunity for student to reach their fullest potential.
- A high-quality staff with appropriate resources is essential to creating educational experiences that promote student success.
- Effective communication, purposeful collaboration, and strong partnerships create an atmosphere of trust and a strong sense of community vital to student achievement.

Cultural Tenants

- We Are Family
- Celebrate the Power of Diversity
- Honor Relationships
- Unlimited Potential
- Excellence Through Purpose
- We Are Midlothian Strong

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Additional information about Midlothian ISD can be obtained on its website: www.midlothianisd.org

CODE OF CONDUCT

Vendors and their suppliers, installers and all others working on Midlothian ISD facilities are required to understand and adhere to the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a work's removal from the facilities and/or the termination of all subcontractor's contract. Vendors are responsible for the suppliers and installers adherence to these policies. All personnel working on MISD facilities will indicate their understanding and agreement to comply with these rules and responsibilities by submitting a response to this solicitation.

1. Vendor's employees, installers and suppliers who will be entering the district should check in with the Midlothian ISD designated representative.
2. Vendor's employees, installers and suppliers must wear picture ID badges while on Midlothian ISD property.
3. The use of any tobacco products is prohibited on district property. These prohibited items include but are not limited to cigarettes, cigars, vapes and smokeless tobacco.
4. Drugs and alcoholic beverages are prohibited.
5. The use of vulgar or improper language is prohibited.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on district property will result in immediate remove from property.
7. School requirements may occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and work with MISD to make-up any scheduling.
8. All contact with student is strictly prohibited.
9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and personal protection equipment (as needed).
10. Vendor's employees, installers and suppliers will promptly leave the premises at the end of each work shift or once business purpose has been served.
11. Vendor's employees, installers and suppliers will comply with all state and district rules regarding weapon free zones.
12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by Midlothian ISD to perform criminal background evaluations/investigations.
13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on MISD property where students are present: Any offense against a child, any sex offense, any crimes against persons involving weapons or violence, any felony offense against property; or any offense that Midlothian ISD determines to compromise the safety and well-being of staff, students and/or property.

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STANDARD TERMS AND CONDITIONS

The following instructions by the Midlothian Independent School District are intended to afford potential respondents an equal opportunity to participate in the solicitation process. The following Terms and Conditions are standard for the District and apply to all types of purchasing, including this solicitation. In these Terms and Conditions, the terms *respondent*, *contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *MISD*, *owner*, *district*, and/or *government entity* refer to Midlothian Independent School District.

The documents contained in this solicitation represent the potential agreement between the successful respondent and the school district and supersedes any prior discussions, negotiations, representations, agreements, written or oral.

Any specifications, details, or specific instructions for this solicitation will be found following these Standard Terms and Conditions. Some of the Standard Terms and Conditions may not be applicable to a specific bid or proposal. To the extent each of the terms and conditions is applicable, these shall be deemed to be part of the vendor's bid or proposal documents. If there are specific terms and conditions contained in the bid or proposal documents which are inconsistent with the Standard Terms and Conditions, the specific terms and conditions in the bid and solicitation documents shall control. By submitting a bid or proposal, each vendor or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.

The MISD can terminate any resulting award for this request with thirty (30) calendar day notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit MISD to terminate this request in order to enter other contracts or make other arrangements for essentially the same services made the subject of this solicitation.

All bids and proposals from the vendor must remain open for acceptance for sixty (60) days after submittal.

AUTHORITY

The Board of Trustees has delegated to the superintendent the authority to make budgeted purchases for goods and services. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents may be made by the Director of Purchasing. Modifications to contracts/agreements will be made by the Director of Purchasing in accordance with the MISD Board of Trustee guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

CONTACT

Contact between soliciting vendors and user departments during this solicitation process or evaluation process is prohibited. Any attempt by a soliciting firm to contact the department may result in disqualification.

VENDOR QUESTIONS

Any explanation desired or questions by a vendor regarding the meaning or interpretation of these instructions or any other documents included in this solicitation must be requested in writing to MISD, Director of Purchasing, 100 Walter Stephenson Rd, Midlothian, TX 76065 (shana.volentine@midlothianisd.org) with sufficient time allowed for a reply to reach vendors before the submission of their offers. The email subject line for questions should read: "Questions" followed by the solicitation number and title. See the table above for date deadline regarding questions.

ADDENDA

Written responses to vendor questions shall be presented in the form of an Addendum and posted on the District's website at https://www.midlothianisd.org/departments/finance/purchasing/bids-rfps-csps-rfqs. Respondents should monitor the Purchasing page on the MISD website for such postings. Oral explanations or instructions will not be binding. Midlothian ISD reserves the right to post addendums up to, and including, the business day prior to the deadline. Vendors who submit a bid or proposal without acknowledging receipt of all addenda issued may be deemed to have submitted a bid or proposal not responsive to the solicitation. Failure to receive such addenda does not relieve the vendor from any obligation under the bid or proposal submitted. All formal written addenda become a part of the vendor bid or proposal documents.

PRE-BID MEETING

Any scheduled pre-bid meeting, will be noted on the cover page of this document. In the event a pre-bid meeting is held, attendance is highly recommended to all potential responders. The purpose of this meeting will be to answer any questions regarding the proposal specifications. Proposers are reminded, however, that verbal responses are not binding – only questions answered by formal written agenda will be binding and will be made part of the proposal documents. Proposers must satisfy themselves, upon examination of these specifications in the pre-bid conference, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for proposal will be entertained from either party.

SUBMISSION

The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/respondent. In submitting a response to this solicitation, respondent understands and agrees to be bound by the terms and conditions, provided in this document, which shall be incorporated into any future contracts, agreements, or purchase orders relating to any resulting agreement between the vendor and Midlothian ISD.

Submissions to this request are due by: September 3, 2024 – 2:00 P.M. (CST)

Responses must be plainly marked on the outside with the vendor's name and address and the solicitation number. A shipping label has been provided in this packet and its use is highly encouraged. Respondents are instructed to submit (1) one original and (1) one copy. The original copy must be plainly marked "ORIGINAL". ***Please also include one full "original" copy (in searchable PDF format) on a flash drive.***

Responses must be delivered/mailed in a sealed envelope or container and submitted to the Purchasing Department at the MISD Administration Building in sufficient time to be received and time-stamped on or before the published date and time shown within this document or on any subsequent addenda. No other published dates will be binding. Late submissions will not be accepted. Unsigned, unsealed, faxed or late responses will not be accepted. Midlothian ISD will not be responsible for mail delivered from the post office. No oral, telegraphic, telephonic, electronic mail or facsimile transmitted responses will be considered. MISD Purchasing personnel will be the official time keeper for all submissions.

Each vendor shall furnish the information required by the solicitation documents. Proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Emphasis should be placed on conformity to the instructions and requirements of this solicitation and the completeness and clarity of content. Links to web sites for supporting documentation are not acceptable. Expensive bindings, color displays, and advertising materials are not necessary or desired.

Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive. The vendor must sign the Offer Form and return with the other certifications provided herein. Failure to manually sign the offer may disqualify it from being considered. The person signing the documents must initial erasures or other changes. Signatures by an agent are to be accompanied with evidence of his authority unless such evidence has been previously furnished to MISD.

EXCEPTIONS/MODIFICATIONS/WITHDRAWAL

Responses deposited with Midlothian ISD may be withdrawn prior to the time set for opening. A response may not be withdrawn after the submittal deadline. By submitting a response, the proposer warrants and guarantees that the document has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. If any exceptions are taken to any portion of the bid or proposal, the vendor must clearly indicate the exceptions taken and include a full explanation. Vendor's failure to identify exceptions or proposed changes will constitute acceptance by the vendor of the bid or proposal as proposed by the District. The District reserves the right to reject a bid or proposal containing exceptions, additions, qualifications, or conditions. Any bid or proposal to the District by the vendor, or contract between the District and the vendor, can be modified or withdrawn only by written agreement between Midlothian ISD and the vendor.

BID OPENING

Submittals may be publicly opened immediately after the response deadline on the same day. Responses received after the stated due date and time will remain unopened. Trade secrets and confidential information contained in response shall not generally be open for public inspection, but MISD's records are a matter of public record.

DISQUALIFICATION

Any bid or proposal that does not contain all required contents required by District may be disqualified. Vendor is strongly encouraged to carefully review its bid or proposal documents prior to submitting their response to ensure all requirements are met. Failure to provide the information requested, in its entirety, may be grounds for disqualification of the bid or proposal. Bidders or proposers may also be disqualified and their bids or proposals not considered, among other reasons, for any of the following specific reasons:

a. Reason for believing collusion exists among respondents
b. Reasonable grounds for believing that any respondent is interested in more than one solicitation for the work contemplated
c. Where the respondent, any sub-contractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District
d. Respondent being in arrears on any existing contract/purchase order or having defaulted or failed to perform in a satisfactory manner on a previous purchase order

e. Lack of competency as revealed by pertinent facts, including but not necessarily limited to, experience and equipment, financial statement and questionnaires
f. Uncompleted work that, in the judgement of the District, will prevent or hinder the prompt completion of addition work if awarded.
g. Where the bidder or proposer has failed to perform in a satisfactory manner on a previous purchase order or contract.

MISD expressly reserves the right to:

a. Reject any or all proposals.
b. Consider a response irregular if it shows any omissions, alterations of form, additions, or conditions not called for; failure to return all forms and copies; or irregularities of any kind.
c. Waive any minor informality or deficiency in a bid or proposal if it is determined to be in the best interest of MISD
d. Award to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Respondent chooses to propose "All or None" or is not agreeable to multiple or split awards, it must be noted as a deviation and included with the response.
e. Reissue a request
f. Consider and accept an alternate proposal as provided herein when most advantageous to MISD, including the utilization of other District contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.
g. Cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
h. Procure any item or services by other means to meet time-sensitive requirements
i. As part of the evaluation process, seek additional information from bidders or proposers, interview bidders or proposers, and negotiate the terms of a proposal as allowed by Texas law.
j. Negotiate price/delivery for service(s)/products(s) identified by this request. The District reserves the right to reject any and all bids that comply with the specifications or to accept a higher bid that complies, when, in judgment of the District, such proposal offers additional value or function, which justifies the difference in price.
k. Make an award without discussion with any proposer.
l. Be the sole judge of acceptable proposal responses.
m. Cancel part or this entire contract at any time during the term without cause. Notification will be submitted in writing no less than thirty (30) days prior to the effective date. Upon receipt of such notice from the District, vendor shall not thereafter incur, and MISD shall have no liability for, any costs under this solicitation that are not necessary for actual performance of the request between the date of the notice of termination for convenience and the effective date of that termination

for convenience. In the event of a termination for convenience hereunder, MISD shall have no liability to vendor for lost or anticipated profit resulting there from.

n. Terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which MISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. MISD may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

Purchases of service or equipment from a business owned in whole or in part by a Midlothian ISD employee shall be permitted only when approved by the Director of Purchasing and when determination has been made that such equipment or service is not an extension of the employee's regular job responsibility at the District. Failure on part of Proposer to disclose ownership by the District employee may be grounds for disqualification.

EVALUATION

Proposals may be evaluated by an Evaluation Committee comprised of key Midlothian ISD personnel in order to fairly evaluate all qualified proposals. Evaluation by committee members will be combined into one score, which will be compared to the other proposals.

To the extent allowed by law, discussions/negotiations may be conducted with vendors who are deemed to be within the competitive range. If discussions/negotiations are conducted, respondents may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of discussions/negotiations.

The solicitation process seeks to find the best overall solution to Midlothian ISD. While it is the intent of the school district to obtain the best quality products and/or services at the lowest prices possible, cost is not the only factor in making the determination of best value. Award shall be made to the qualified respondent(s) whose response is most advantageous to Midlothian ISD. In determining to whom to award a contract and per the Texas Education Code 44.031 (b), the district considers (at a minimum) the following criteria. At the discretion of the district and in evaluation of this solicitation, point values are indicated where applicable.

EVALUATION CRITERIA

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.

Purchase Price Offer a fair reasonable price for gods or services to be procured by Midlothian ISD	**25**
Reputation of the Vendor and of the Vendor's goods or services 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**
Quality of the vendor's goods or services	**20**
Extent to which the goods or services meet the district's needs	**10**
Vendor's past relationship with the district or similar size district If no experience with the District, then with an entity of similar size and scope.	**10**
Long-term cost to the district to acquire the Vendor's goods or services	**5**
Whether the Vendor's Principal place of business is in the state of Texas, or employs 500 people in this state	**0**
The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	**0**
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	**10**
Any other relevant factor specifically listed in the solicitation	**0**

LOBBYING

In order to ensure the integrity of the selection process, the vendor's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other district officials involved in the solicitation from the date it is released until the award.

AWARD

Successful vendor(s) may be notified in writing of District's award. No assignment of a bid, proposal, or resulting contract is permitted without the prior notice to and written consent of Midlothian ISD by means of a Notice to Proceed and/or Authorized Purchase Order or signed contract after a recommendation has been accepted by the MISD Board of Trustees. If respondent requires any other agreement, a draft document must be provided with the proposal. No work shall begin, goods procured or delivered, or costs incurred by vendor until the notice is received. Any cost incurred by the vendor prior to the notice shall not be reimbursed by the District.

Tabulations may be requested by contacting the Director of Purchasing via email upon award of a contract based upon approval by the MISD Board of Trustees, if required. Otherwise, information may be released after award of the contract by the Superintendent or designee.

TERM

If this solicitation is for a set time period only, or a single purchase, the award will last until the goods or services have been delivered, completed and accepted by the District. Renewing the contract would imply doing so under the same terms and conditions. The District reserves the right to acquire reasonable amounts of additional goods/services, as listed in the bid or proposal, subject to verification of the same or lower prices and conditions of the bid or proposal and consistent with Texas law. After the initial contract term, the District reserves the right to extend the contract as indicated in this request.

PRICING

All prices proposed by the vendor, and accepted by the District, shall remain in effect throughout the term of the bid proposal, award, contract, or purchaser order, and cannot be increased during that term without written agreement between the vendor and the Midlothian ISD Board of Trustees or its designee. Midlothian

ISD reserves the right to show a preference to any bid or proposal that provides a standard discount percentage for goods or services, or a discount for early payment of any bill to the vendor for its goods or services.

BILLING AND PAYMENTS

Per CH Local of District Policy - The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items not ordered via this method. The purchase order number shall appear on all itemized invoices to ensure payment. District employees shall not be permitted to purchase supplies or equipment for personal use through the District's business office without an authorized purchase order. Completing work or providing product without a purchase order may result in non-payment by the district and/or termination of awarded contract.

The District is a tax-exempt entity under Texas law. Vendor should not include tax on its bid, proposal, quote or invoice to the District. Vendor shall submit itemized invoices on each purchase order in a timely manner following delivery.
Invoices shall indicate the purchase order number and be submitted to MISD Business Office, Attn: Accounts Payable, 100 Walter Stephenson Rd, Midlothian TX 76065 or emailed to accounts_payable@midlothianisd.org.

The vendor shall make no charge or addition to the accepted price for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by MISD (unless specified in the specifications) and the above instruments are submitted and the invoice has been accepted by MISD. All prices shall be F.O.B. destination.

District shall make all payments under this Agreement from current revenues available. In the event no funds, or insufficient funds due to non-appropriation, are available at any time or during any fiscal period when such payment is due, in accordance with Local Government Code Ann. §271.903, District shall notify vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty or expense to District of any kind whatsoever. However, District shall be responsible to remit payment for all services provided by the Vendor to the District prior to the termination date.

GOODS

The vendor warrants that it owns and is legally able to transfer ownership of the goods or materials that are the basis of the solicitation to Midlothian ISD. The vendor warrants that it owns a clear title free of any materialman's, suppliers, or other type of liens, mortgage, encumbrance, or other security interest in the goods or materials supplied to Midlothian ISD. Any breach to this warranty of title shall be considered a default by the vendor and good cause for termination of the award, contract, or purchase order.

Strict conformance with the standards, specifications, and requirements of the bid or proposal is required by Midlothian ISD. Unless otherwise stated in the specifications, all supplies and components to be provided shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the term of an awarded agreement the vendor believes the furnishings of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

If a brand name or specific model name is shown in the proposed specifications or bid form, such usage is to indicate an acceptable standard which must be considered if bidding better or equivalent products. Any bid or proposal for such better or equivalent products shall provide significant information on the products to allow the District to determine whether or not they are acceptable.

Any proposed substitution of goods or services to be supplied by the vendor shall require prior written acceptance by the District, unless stated otherwise. The vendor shall be bound to provide all proposed goods or services if its bid or proposal is accepted and awarded by Midlothian ISD, and no changes shall be acceptable unless agreed to in writing by the District.

Vendor assumes all liability for delivering non-compliant goods. The District reserves the right to reject any tender of non-compliant goods and shall require the vendor to take possession of such defective goods at no cost to District, and replace them with compliant goods at no cost to District, unless Midlothian ISD elects, in writing, to accept such non-compliant goods. Such non-confirming goods shall constitute good cause for termination of the contract, purchase order, or award, if not accepted by written agreement by Midlothian ISD or cured by the vendor.

Respondent agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he/she will notify MISD to this effect in writing within two weeks after the signing of this a contract. If MISD does not receive notice and is subsequently held liable for the infringement or the like, vendor will indemnify MISD for any damages due to such claim. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this document shall be null and void. MISD may pay vendor for the reasonable cost (as determined by MISD) of his/her search as to infringements.

Respondent warrants that the product sold to MISD shall conform to the standards promulgated by the federal government including, but not limited to, the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) and the Consumer Product Safety Commission (CPSC). In the event the product does not conform to applicable safety standards, MISD may return the product for correction or replacements at

the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time (i.e., 2 weeks) correction may be made by MISD at vendor's expense.

The terms of the agreement are "no arrival, no sale". The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods/ services at the point or points of delivery. The District shall have the right to inspect the goods at delivery before accepting them. The vendor shall be responsible for replacing or correcting any defective product or service supplied to the District in response to the Solicitation at no cost to Midlothian ISD.

DELIVERY

Performance of service/delivery of goods shall be made to the location identified on each purchase order or resulting contract. All work performed, as herein shown under the specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type of good/service. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. All delivered equipment, materials or merchandise must be new, unused, free of liens, and in the manufacturer's original packing unless otherwise specified. If a tender is made which does not fully conform, this shall constitute a breach of the contract, purchase order, and award, and the vendor shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the vendor may reasonably notify the district of his intention to cure and may then make a conforming tender within the contract time but not afterward.

The vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) vendor's name and address;(b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. The vendor shall bear the costs of packaging and delivery at reasonable costs unless otherwise provided. Acceptance by the District of any delivery shall not relieve the vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the specifications and shall not waive the District's right to request replacement of defective material.

NOTICE OF DELAYS

Whenever the vendor encounters any difficulty which delays or threatens to delay timely performance, the vendor shall immediately give notice, in writing, to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by Midlothian ISD of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

SAFETY DATA SHEET (SDS)

The vendor shall provide, at no cost to DISTRICT, at least one (1) copy of any Safety Data Sheet (SDS) applicable to any goods or materials to be supplied by the vendor in response to this solicitation.

WARRANTIES

Warranties for goods and services shall be a minimum of one (1) year from completion of the bid or proposal. If goods or services to be provided are of comparable quality, the District may give preference to longer warranties when evaluating the bid or proposal.

The price to be paid by Midlothian ISD shall be that contained in vendor's response, which the vendor warrants to be no higher than the vendor's current prices on orders by others for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event the vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others or, in the alternative, Midlothian ISD may cancel this contract without liability to the vendor for breach or the vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Midlothian ISD shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

The vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. The vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All equipment items awarded as a result of the bid will be covered by an all parts and labor warranty, including any/all transportation charges, for a minimum period of one (1) year.

CONTRACTORS

Persons providing services on a project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

Respondents will provide their own tools/equipment required/expected of their craft/trade. The contractor is responsible for permits and fees required and compliance with all local, state, and federal rules, regulations, and statutes. The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

The contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses from work performed by contractor for the District.

The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.

INSURANCE

The successful respondent, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas. Insurance requirements also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible for making sure the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Insurance must remain in effect for the duration of this contract. Should any policy be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, MISD. The contractor shall notify the district in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.

Vendor may be required to provide a copy of insurance coverage to MISD. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award. The bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, Midlothian ISD, Attn: Director of Purchasing, 100 Walter Stephenson Rd, Midlothian, TX 76065."

Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.

The contractor represents to the district that all employees of the contractor who will provide services on the project will be covered by statutory workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

TERMINATION

Vendor shall be considered in default, and such default shall be grounds for the District to terminate any resulting award for this solicitation and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default, in the presence of a failure to perform any of its obligations under any resulting agreement and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. In case of default of the vendor, MISD reserves the right to terminate the purchase order. In case of default of three (3) purchase orders, the district reserves the right to terminate the contract and suspend future business with the vendor.

Midlothian ISD shall have the right to terminate any purchase order to, contract with, or awarded to the vendor, in whole or in part, for cause (including breach of the proposal warranties, or contract by the vendor, or because of loss of federal funding) or for the District's convenience at any time. Any award, contract or purchase order is subject to termination by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the solicitation on behalf of the District, is at any time while the solicitation is in effect, an employee of the vendor in any capacity or as a consultant to the District with respect to the subject matter of the Solicitation.

If deemed necessary, inspections will be made by authorized District personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.

FORCE MAJEURE

Neither the District nor the vendor shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under the bid or proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of the bid or proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, weather-related emergencies, or other catastrophes, or events or conditions due to law, regulations, ordinances, order of a court of competent jurisdiction, or executive decree or order. However, in the event of such delayed non-performance or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects, or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. These provisions shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the work, as otherwise permitted under the bid or proposal.

CONFLICTS

Effective January 1, 2006 and pursuant to Texas H.B. No. 914 and in accordance with Chapter 176 of the Texas Local Government Code, Section 176.006, any person or entity who contracts or seeks to contract with MISD for the sale or purchase of property, goods, or services (as well as agents of such persons, hereafter referred to as Vendors) are required to file, on an annual basis, a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with MISD is responsible for complying with any applicable disclosure requirements. MISD will post the completed questionnaires on its website. Information regarding H.B. No. 914 may be obtained from the Texas Ethics Commission's website at http://www.ethics.state.tx.us.

Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.
Local Government Code Chapter 171

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The laws states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The business entity is responsible for first electronically filing Form 1295 with the Ethics Commission. This filing process creates a certification of filing and a completed Form 1295 must be printed, signed by an authorized agent of the business entity and submitted to the school district.

GRATUITIES
Please note that a "gift to a public servant" is a Class A misdemeanor offense if the recipient is a government employee who exercise some influences in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

The District may, by written notice to the vendor, cancel this solicitation, its contract, purchase order, or award without liability to the vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise were offered or given by the vendor, or any agent or representative of the vendor, to any Board of Trustee member, officer, or employee of the Midlothian Independent School District with an intent to secure favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement. In the event this contract is canceled by the District pursuant to this provision, Midlothian ISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount used by the vendor to provide such gratuities.

FACILITIES
Midlothian ISD is a tobacco-free, drug-free, weapon-free and alcohol-free environment. No one may use, consume, carry, transport or exchange alcohol beverages, tobacco, cigarettes, electronic cigarettes, controlled substances and/ or illegal drugs while in a school district building or while on school district property. It is the responsibility of the vendor to ensure that its employees, agents, and subcontractors are not under the influence of drugs or alcohol and/or in possession of drugs, tobacco, alcohol, or weapons. If an employee, agent, or subcontractor of vendor is found to be under the influence and/or in possession of drugs/tobacco, alcohol, or weapons at the time of service, the vendor will be notified at once by District that the individual(s) must be

immediately restricted from all Midlothian ISD campuses/departments. Repeated offenses by vendor could result in contract termination for default.

For the safety of students, all vendor personnel will sign visitor log in the office at the campus. An identification badge will be worn as required by the campus administrator. Vendor personnel are expected to maintain proper dress and exhibit a vendor badge or wear vendor issued shirts displaying the vendor logo. All contractors must also be in a uniform that identifies them at all times.

All vendor personnel are required to stay within the designated installation areas and may only enter a teacher's classroom when accompanied by District personnel.

At the time of offer submission, the person or entity submitting an offer must give 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 this conviction of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly held corporation.

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Vendors (owners, officers, employees, volunteers, etc.) may not work on District property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- Any offense against a child
- Any sex offense
- Any crimes against persons involving weapons or violence
- Any felony offense involving controlled substances
- Any felony offense against property
- Any other offense the District believes might compromise the safety of students, staff, or property.

ASBESTOS

Vendors who perform work inside the MISD facilities are hereby notified that buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of
State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both MISD's responsibilities and the Employer's responsibility to their employees. As a vendor, it is your

responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that MISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan.

Products and/or services procured under this agreement may be of a construction nature and will require certification that materials utilized and installed in conjunction with any project involving construction, be it new, renovation or contracted trade services, are free of asbestos and lead.

PUBLIC INFORMATION ACT (PIA) / FREEDOM OF INFORMATION ACT (FOIA)

By entering into a contract, pursuant to Texas Government Code Ann. Chapter 552, Subchapter J, the vendor agrees to be bound by the following terms if the contract has a stated expenditure of at least $1,000,000 for the purchase of goods or services by the District or if the contract results in the expenditure of at least $1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the Midlothian ISD. If the district receives a written request for public information related to this Contract that is in the possession or custody of the vendor and not in the possession or custody of the District, Midlothian ISD shall send, not later than the third business day after the date the District receives the written request, a written request to the vendor that vendor provide that information to the District.

The vendor must:

- Preserve all contracting information related to the contract as provided by the records retention requirements applicable to the District for the duration of the contract;

- Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the vendor upon request of the Midlothian ISD; and,

On completion of the contract, either:

- Provide to the District at no cost all contracting information related to the contract that is in the custody or possession of the vendor; or
- Preserve the contracting information related to the contract as provided by the records retention requirements applicable to the District.

If the requirements of Subchapter J, Chapter 552, Texas Government Code Ann. apply to this Solicitation or Contract, the vendor agrees that the contract can be terminated if the vendor knowingly or intentionally fails to comply with the requirements of that subchapter. Texas Government Code Ann. Chapter 552.374.

Further, under Texas Government Code Ann. Chapter 552.372(c), Midlothian ISD may not accept a bid from or award a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance. If a vendor fails to provide the requested information to the District, Texas Government Code Ann. §552.373 requires the District to notify the vendor in writing of the failure and allow 10 business days to cure the violation. Midlothian ISD may terminate the contract if vendor fails to remedy the failure, the District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

INDEMNITY

Except as otherwise expressly provided or prohibited by law, respondent shall defend, indemnify, and hold MISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

ANTI-TRUST

Successful respondent shall assign to MISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

MEDIATION

In the event of any dispute arising out of, related to, or regarding vendor's bid or proposal, or charges for goods or services provided by the vendor, those disputes will be resolved under the terms of Texas Government Code Ann. Chapter 2251. The vendor further agrees that any dispute regarding the sufficiency of the goods or services supplied by the vendor that is not resolved by discussion with the District, will be submitted to mediation in Midlothian County, Texas, with a mutually-agreed mediator, before either party may file suit. The costs of the mediator will be divided equally between the parties. In the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable and necessary attorneys' fees from the other party.

LITIGATION

This procurement, and any resulting award, contract, purchase order, or other agreement arising out of or related to it, shall be governed and interpreted by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Midlothian County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

STATUTORY PERFORMANCE BOND AND STATUTORY LABOR AND MATERIAL PAYMENT BOND

A Statutory Performance Bond and a Statutory Labor and Material Payment Bond will be required of the successful proposer and shall be executed by a surety company acceptable to the Owner and authorized to do business in the State of Texas. Each bond shall be in an amount equal to one hundred percent (100%) of the contract price. The Performance Bond and the Labor and Material Payment Bond may be in one or separate instruments in accord with local law and are to be delivered to the Owner no later than the date of execution of the contract. Failure or neglecting to deliver said bonds, as specified, shall be considered as having abandoned the contract and the proposal security will be retained as liquidated damages.

Bonds shall be executed by a Surety Company that is:

- Approved by the school district, and duly authorized and admitted to do business in the State of Texas as determined by the State Board of Insurance.
- Listed by the United States Department of the Treasury in that issue of the "Federal Register" covering the date on which the bond was executed and the date that Surety Company has obtained reinsurance, if applicable, from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States Secretary of the Treasury.

CERTIFICATE OF LIABILITY INSURANCE

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

SUBMITTAL

Submit proposals in accordance with the Request for Proposals.

Enclose proposal in sealed envelope, clearly marked on the outside with the following:

- Project name and CSP Number
- Name of Proposer
- Midlothian Independent School District

Proposals shall be submitted on unaltered proposal forms. Fill in all blank spaces. If there are entries (blank spaces) on the proposal form which do not apply to a particular proposer, these entries shall be marked "N.A." (Not Applicable) by the proposer. No proposals will be considered that are amended or are qualified with conditional clauses, alterations, items not called for in the proposal, or irregularities of any kind which, in the Owner's opinion, may disqualify the proposer.

Proposals meeting the requirements of the CSP shall be considered. Respondents taking exception to the specifications or offering substitutions shall state these exceptions.

Each proposer shall submit one original and one digital copy saved on a USB Flash Drive of each of the following. All shall be submitted in a single sealed envelope. Electronic signatures are acceptable.

Proposer Identification: Contractor shall add a Cover Sheet/Proposer Identification Form that includes the following information: Date, Company Name, Full Address, Phone number and Email address.

OFFER FORM

This form should serve as the cover to all responses; failure to sign may result in disqualification.

Bid Number and Title:	RFP 2425-04 CTE Animal Trailer
Submittal Due Date and Time:	October 3, 2024 - 2:00 P.M. (CST)
Submittal Address:	Midlothian Independent School District Shana Volentine, Director of Purchasing 100 Walter Stephenson Rd Midlothian, Texas 76065

The undersigned authorized representative of the responding company indicated below hereby acknowledges;

- They are authorized to enter into contractual relationship on behalf of the responding company;
- They have carefully examined this document in its entirety;
- They propose to supply any products/services submitted under this solicitation at the prices quoted and in strict compliance with all terms, policies and procedures, unless any exceptions are noted;
- Any and all exceptions have been noted in writing in the response and that no other exception will be claimed;
- The accuracy of all certifications which accompany this offer;
- The stated organization is an equal opportunity employer;
- The organization has not been a party to any collusion among offer/vendors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any MISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with MISD's Purchasing personnel; or in any discussions or actions between offer/vendors and any MISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
- The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other vendor or with any competitor;
- Notice of award and/or any communication regarding an award will be submitted via MISD and not by any consultant, contractor or other party involved in this solicitation.
- Receipt of Addenda, or lack thereof:

None: _____(initial)
1: _____(initial) # 3: _____(initial)

Name of Company:	Date:
Signature of Authorized Rep:	Printed Name:
Position or Title:	Phone:
Email:	Fax:

PROPOSAL FORM

The undersigned, has carefully examined the Request for Proposals, Contract Documents, Conditions of the Contract, the Specifications, and any addenda to the Specifications, and any conditions affecting the work on the project listed above as prepared by Midlothian ISD. The undersigned proposes to furnish all labor, materials, services and equipment necessary to complete the entire work in strict accordance with the above documents.

Respectfully submitted by:

Company: _____

Printed Name: _____

Signature: _____

Date: _____

Base proposal

$_____

_____
Written Price

Alternate 1

$_____

_____
Written Price

Estimated delivery after receipt of approved purchase order

_____ (business days)

Deviations to specifications:

_____

_____

_____

_____

_____

_____

VENDOR DATA

FOR PURCHASE ORDER: ORDERING ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone:	
Fax:	
Email address:	
May we submit orders via email:	
Email address, if different:	

FOR PAYMENTS: REMITTANCE ADDRESS INFORMATION	
Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Title:	
Phone:	
Fax:	
Email address:	

COOPERATIVE AGREEMENTS												
If the vendor holds a contract with any of the following, please circle and provide contract number(s) as applicable.												
Allied States	Choice Partners	CTPA	DIR	EPCNT	Omnia Partners	PACE	REGION 18	Sourcewell	TASB Buy Board	TIPS		
Contract Number(s):												

REFERENCE SHEET

Reference 1	
Name: (School District/	
Company) Contact Name:	
Address:	
Phone Number:	
Email Address:	

Reference 2	
Name: (School District/	
Company) Contact Name:	
Address:	
Phone Number:	
Email Address:	

Reference 3	
Name: (School District/	
Company) Contact Name:	
Address:	
Phone Number:	
Email Address:	

**Please note: Some projects may require more attention to be given to historical projects of like scope, type, location, institute, etc. While it is not a requirement, the District prefers references be given for school districts of similar size to Midlothian ISD and the district may evaluate responses as a whole, based on references provided.*

VENDOR ACKNOWLEDGEMENTS

RESIDENT BIDDER

Governmental contract

A contract awarded by a governmental entity for general construction, an improvement, a service or a public works project, purchase of supplies, materials or equipment. (Texas Government Code Section 2252.001(1))

Governmental entity

- The state.
- A board, commission, department, office or other agency in the executive branch of state government, including an institution of higher education as defined by Texas Education Code Section 61.003.
- The Legislature or a legislative agency.
- The Supreme Court, the Court of Criminal Appeals, a court of appeals, the State Bar of Texas

Nonresident bidder

A person whose principal place of business is not in Texas. (Texas Government Code Section 2252.001(3))

Resident bidder

A person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority has its principal place of business in this state. (Texas Government Code Section 2252.001(4))

Check only one: _____Resident Bidder _____Non-Resident Bidder of Texas

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

Texas Education Code, 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. Vendor is responsible for the performance of the persons, employees and/or sub-contractors. Vendor assigns to provide services for Midlothian ISD pursuant to this proposal on any and all Midlothian ISD campus or facilities. Vendor will not assign individuals to provide services at a Midlothian ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Midlothian ISD Purchasing Department. Please select the statement that applies to your company regarding the Felony Conviction Notification.

_____Publicly-Held Corporation (Notice Not Required)
_____Firm is NOT owned or operated by convicted felon
_____Firm IS owned or operated by convicted felon

CONFIDENTIALITY DECLARATION

Any portion of the response considered to be confidential or contain proprietary information, or to contain trade secrets, must be marked accordingly. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

_____Packet DOES contain confidential information, as marked
_____Packet DOES NOT contain confidential information

INTERLOCAL AGREMEENTS WITH OTHER SCHOOL DISTRICTS

Midlothian ISD is a member of the Central Texas Purchasing Alliance (CTPA) and the Education Purchasing Cooperative of North Texas (EPCNT), each serving as an alliance of school districts in Texas representing millions of students, sharing information, services and contractual opportunities. A list of member districts can be found on the respective cooperative's webpage.

In support of this collaborative effort, all awards made by Midlothian ISD may be adopted by other active member districts in either (or both) of the identified entities. By adopting a contract from another member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031 (a)(4). While there is no obligation to participate, doing so will streamline the public purchasing process and cut costs to the public. It will also keep vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources.

All purchases by members and participants other than Midlothian ISD will be billed directly to that entity and paid by that entity. Midlothian ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as necessary and according their policies.

Does vendor agree: _____Yes _____No

COMMITMENT TO PROVIDE INSURANCE

Bidder will be able to furnish a valid insurance certificate reflecting as Certificate Holder: Midlothian ISD, 100 Walter Stephenson Rd, Midlothian TX 76065. The vendor shall provide and maintain insurance in a company rated no less than an "A" by A.M. Best Company.

Vendor is aware of all costs to provide insurance, will do so pending contract award, and will provide a valid insurance certificate as describe within this solicitation.

Does vendor agree: _____Yes _____No

DEBARMENT OR SUSPENSION CERTIFICATION

This firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. *(Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $100,000. Vendors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.)*

Does vendor affirm non-debarment/suspension: _____Yes_____ No

INDEMNIFICATION AND HOLD HARMLESS

Except as otherwise expressly provided, respondent shall defend, indemnify and hold MISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligation under this contract.

Does vendor affirm: _____Yes _____No

STATEMENT OF COMPLIANCE/DEVIATION

Unless otherwise stated, this proposal complies with all specifications and/or scope of work contained in the solicitation document. Any deviations from any part of this solicitation shall be listed on a separate page as provided by the respondent with detailed conditions and information. MISD will consider any deviations in its evaluation, and reserves the right to accept or reject any bid based upon any deviations.

Response is in full compliance: _____Yes _____No (Deviations must be detailed on a separate page)

CONTRACTOR CERTIFICATION

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint- based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: 1) The employer has contracted with the district to provide services. 2) The particular employee will have continuing duties relating to the contract with the district. 3) The particular employee will have contact with students.

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

TOXIC CONTROL COMPLIANCE

Midlothian Independent School District has established Management Plans for ensuring a high level of environmental air quality through its Operations Department. All contractors performing construction projects for MISD must familiarize themselves with these Management Plans and comply prior to the beginning of any awarded construction project. MISD employees are available to review such Plans and assist in interpretation and understanding its Asbestos Management Plans at any time prior to beginning construction.

Certification of non-use of Asbestos and Lead Containing Materials is required by all General and Sub-Contractors for all construction projects, by State and Federal regulations which MISD is subject to. Completion of this Affidavit is mandatory before final payment on a project will be made. Complete this certificate, have it notarized and submit it with your application for final payment, certifying that no materials used in conjunction with this project contain asbestos or lead in any form and that all Material Safety Data Sheets (MSDS) have been supplied to Owner before submitting application for final payment.

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

MWBE/HUB CERTIFICATION

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal. If so, please provide the Certificate Number and Name of Certifying Agency.

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

CERTIFICATION OF SECTION 2271.002 TEXAS GOVERNMENT CODE

This section applies to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

CERTIFICATION OF SECTION 2252 TEXAS GOVERNMENT CODE

This section applies to 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.

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

If (a) vendor is not a sole proprietorship; (b) vendor has ten (10) or more full-time employees; and (c) this agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), vendor hereby certifies and verifies that vendor, or any wholly owned subsidiary, majority- owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the agreement. For purposes of this agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

This section applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees: and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity. Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or direction that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Subsection (b) does not apply to a governmental entity that (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by that subsection.

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

Pursuant to Texas Government Code Chapter 2272, Midlothian ISD is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by Midlothian ISD is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a bid or contracting with Midlothian ISD, you are certifying to Midlothian ISD that you do not have such an affiliation or contractual relationship.

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

Vendor is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the vendor for product warranty and support purposes. Vendor, certifies that neither it nor its parent company nor any affiliate of vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The vendor verifies and certifies that vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

VENDOR ACKNOWLEDGEMENT: _____Authorized Representative of Vendor

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

Company Name:	
Federal Tax ID #:	
City, State, Zip:	
Phone Number:	
Printed Name of Authorized Representative	:
Title of Authorized Representative:	
Email Address:	
Signature of Authorized Representative:	
Date Signed:	

CONFLICT OF INTEREST

Effective January 1, 2006, any person or entity who contracts or seeks to contract with MISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with MISD is responsible for complying with any applicable disclosure requirements. Forms received by the District become public records immediately and the law requires school districts that maintain web sites to place these records on the District's web site.

The Conflict of Questionnaire must be filed no later than the seventh business day after the date that the vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.

The vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh day after the date of an event that would make a statement in the questionnaire incomplete and inaccurate.

Note: A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Completed forms should be sent to Midlothian Independent School District Purchasing Department, 100 Walter Stephenson Rd, Midlothian, Texas 76065. Forms are available from the Texas Ethics Commission website.

The Midlothian ISD website provides a list of Local Government Officers, Superintendent and other Personnel

IRS FORM W9

This is a required form by the IRS for government entities that pay vendors in excess of $600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. Please include a current W9 with vendor's response.

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT PROPOSER/VENDOR CERTIFICATION FORMS FEDERAL REGULATIONS FOR CONTRACTS, UNITED STATES DEPARTMENT OF AGRICULTURE

CFR 200 Federal Purchase Notice: Required Federal contract provisions of Federal Regulations for Contracts with Midlothian ISD (MISD) for purchases under USDA for purchases in conjunction with the National School Lunch Program, School Breakfast Program, and Summer Feeding Program. The following provisions are required to be in place and agreed if the procurement is funded with federal funds. MISD is the sub grantee or sub recipient. In addition to other provisions required by the Federal agency or non-Federal agency, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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, when federal funds are expended by Midlothian ISD. 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 sub-grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $10,000). *Pursuant to Federal Rule, when federal funds are expended by Midlothian ISD, 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. The 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 the best interest of Midlothian ISD.*

Does vendor agree? YES _____Initials of Authorized representative of vendor

(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 when federal funds are expended by Midlothian ISD 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 sub-recipient 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 violation to the Federal awarding agency. *Pursuant to Federal Rule, when federal funds are expended by Midlothian ISD, during the term of an award for all contracts and sub-grants for construction or repair, the 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 ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule, 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 will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

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 sub-recipient 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 sub-recipient 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, 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 reference in the Federal Rule 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 sub-grants 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, 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.*

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, 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 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, 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

(J) Civil Rights/Discrimination. When federal funds are expended by MISD requires that the proposer certify that during the term of an award by the MISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

(K) Procurement of Recovered Materials. When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

(L) Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. *Pursuant to the Federal Rule, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any sub-awards for any District contract that is entered into.*

Does vendor agree? YES _____Initials of Authorized Representative of vendor

(M) Prohibition on certain telecommunications and video surveillance services or equipment. Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). *Pursuant to Federal Rule, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.*

Does vendor agree? YES _____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH S/B/WBE/LABOR SURPLUS

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. The non-federal entity and contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owing at least twenty-five (25%) of the business entity submitting this proposal need not exclude this certification and acknowledgement.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

MISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that the District's Inspector General 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 HEALTH AND SAFETY CERTIFICATIONS, LICENSING OR REGULATIONS

When federal funds are expended by MISD requires proposers to certify that during the term of an award by the MISD resulting from this procurement process, the vendor will follow mandatory standards and policies elating to observance of applicable local, state, or federal health and safety certifications, licensing, or regulations.

Does vendor agree? YES _____Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by Midlothian ISD for any contract resulting from this procurement process, the 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 sub-grantees 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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Midlothian ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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.

Company Name:	
Federal Tax ID #:	
City, State, Zip:	
Phone Number:	
Printed Name of Authorized Representative:	
Title of Authorized Representative:	
Email Address:	
Signature of Authorized Representative:	
Date Signed:	

SCOPE & SPECIFICATIONS

The intention of this Request for Proposals (RFP) is to solicit responses for an Animal Trailer – Ag. Midlothian ISD is utilizing the Request for Proposals (RFP) method for the procurement of this equipment in accordance with Texas Education Code Section 44.031. For information regarding the RFP process, contact the Purchasing Department at 469-856-5032.

Qualified vendors should respond to this RFP and submit responses to Midlothian ISD.

Product Specifications

It is the intent of Midlothian ISD to contract with a highly qualified vendor for an animal trailer that meets the specifications as outlined below.

Proposals should include any and all fees associated with the equipment. Total budget not to exceed $54,800.

Midlothian ISD is seeking proposals for the following unpowered vehicle equipment:

Enclosed Trailer for Ag

Base proposal:

- Aluminum construction
- 8 pen bumper pull
- 20' length
- 7'6" minimum width
- 6' minimum height
- Insulated interior
- 60/40 and 50/50 pens
- Tack room
- Non-porous rubber flooring system (designed for livestock trailers/stalls - heavy animal traffic)
- Air Conditioning in animal area
- Portable Generator
- Interior Lights, flush mounted in stock area
- Exterior Lights
- Double rear doors
- Rear ramp
- Color preference, White

Alternate 1, option to include a portable water system