



**100 Walter Stephenson Road
Midlothian, TX 76065
Phone: 469-856-5000
Fax: 817-645-8110**

The Midlothian Independent School District is accepting proposals for Waste Management Services (Solid Waste Disposal and Recycling Services). Proposals shall be submitted in an envelope marked on the outside with the bidder's name, address, and bid title (RFP 2425-05 Waste Management Services). Proposals can be delivered until 2:00 PM, Tuesday, October 8, 2024 to:

Midlothian Independent School District
Purchasing Department
100 Walter Stephenson Rd
Midlothian, TX 76065

Proposals will be opened in the Midlothian ISD Board Room Tuesday, October 8, 2024 at 2:00 p.m. At that time, only the names of the vendors who submitted a proposal will be disclosed.

Proposals received after the published time and date cannot be considered. Faxed and emailed bids will not be accepted. Midlothian ISD accepts no financial responsibility for any costs incurred by the vendor in the course of responding to this invitation. Midlothian ISD reserves the right to accept or reject all or parts of the proposal, to waive all formalities, and to accept the proposal that best meets the needs of the district.

Bidders must submit one (1) original, one (1) hard copy of proposal and one (1) digital flash drive copy. It is not necessary to submit every page contained in this bid packet. Please submit only the forms indicated on the Proposal Checklist form, along with any additional pricelists you wish to submit.

The contract shall be for a period of three (3) years, November 1, 2024, through October 31, 2027, with an option to renew for two (2) additional years, providing any subsequent renewal is agreed to in writing, by both parties.

All questions regarding this bid must be submitted in writing no later than Tuesday, October 1, 2024 at 12:00 p.m. to Shana Volentine via e-mail at shana.volentine@midlothianisd.org. Contact between solicited vendors and user departments during the request for sealed proposal process or evaluation process is prohibited.

SCOPE OF INTENT

Midlothian Independent School District (Midlothian ISD) requests written proposals from qualified firms to provide Waste Management Services (Solid Waste and Recycling Services) for the District. This non-exclusive contract may be awarded to primary and/or secondary vendors, multiple vendors, by line item, by section or in total as determined to be the best value to Midlothian Independent School District. Midlothian Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.

PROPOSAL SCHEDULE

Release of RFP: September 21, 2024

Deadline to Submit Questions: 12:00 PM on October 1, 2024

Answers to Questions: End of Day October 3, 2024

Proposal Response Due: 2:00 PM on October 8, 2024

Evaluation Period: October 9 – October 11, 2024

Board Meeting: October 21, 2024

Effective Date of Resulting Agreement: November 1, 2024

(Dates and times subject to change and will be notified by Addendum)

ADDENDA TO RFP

Midlothian ISD reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. **Any addenda or clarification that may be issued for this bid will be posted to the Midlothian ISD website.**

BID AWARD

The evaluation criteria herein will be used to determine which of the proposals provide the best quality for Midlothian ISD at the most economical cost. Midlothian ISD reserves the right to request post-proposal modifications, including best and final offers.

Midlothian ISD reserves the right to accept or reject any or all proposals, to waive all technicalities, and to accept the proposal(s) that is/are determined to be the most favorable to Midlothian ISD. The district may accept the initial proposal without requesting best and final offer. Recognizing that there are important considerations other than price, Midlothian ISD may not necessarily award to the lowest offeror.

Midlothian ISD accepts no financial responsibility for any costs incurred by any offeror in the course of responding to this proposal. All offers will remain open for acceptance by Midlothian ISD for a period of ninety (90) days from proposal deadline.

BID AWARD CRITERIA

The award of a contract, if made by the District, will be made in accordance with the following procedures. All criteria in TEC 44.031, as listed below, was considered some of the criteria was assigned a weight of "0" for this bid.

Criteria	Maximum Points
1) The purchase price	40
2) The reputation of the vendor and of the vendor's goods and services	10
3) The quality of the vendor's goods or services	15
4) The extent to which the goods or services meet the District's needs	20
5) The vendor's past relationship with the District	5
6) The total long-term cost to the district to acquire the vendor's goods or services	5
7) Any other relevant factor specifically listed in the request for bids or proposals	5
8) Impact on the ability of the district to comply with the laws and rule relating to HUB's	0
9) For a contract for goods and services, other than those related to telecommunications, and information services, building construction and maintenance, or instructional materials, whether the vendors or the vendors ultimate parent company or majority owner: a) Has its principal place of business in this state, or b) Employs at least 500 people in this state	0
Total Points	100

Midlothian ISD shall be the sole judge of acceptable proposal responses.

EDUCATIONAL PURCHASING COOPERATIVE OF NORTH TEXAS (EPCNT)

Respondents to this RFP are advised that an interlocal agreement exists between Midlothian ISD and the Educational Purchasing Cooperative of North Texas (EPCNT). Any of the members that are part of this interlocal agreement may utilize the goods provided by the successful vendor pursuant to this RFP. Please complete the Interlocal Agreement Clause Form if your company agrees.

CENTRAL TEXAS PURCHASING ALLIANCE

Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

A. *Membership.* Midlothian ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

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

C. *Adopted Contract Management.* The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

CONFIDENTIAL AND PROPRIETARY INFORMATION

Midlothian ISD is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the responses are exempted from public disclosure under such Act. The firm must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of the bid that the firm claims is confidential or proprietary. All responses and parts of responses that are not marked as confidential or proprietary will be considered public information after the proposal is opened. The District assumes no liability or responsibility for release of any information not properly marked.

GENERAL TERMS AND CONDITIONS

These instructions apply to all bids and become a part of the terms and conditions of any bids submitted unless the vendor takes exception in writing when submitting bids.

1. Proposal Preparation and Submission Procedures

Proposals will be received until the deadline indicated. Paper responses will be accepted and may be submitted by U.S. Mail, common carrier, or other courier or delivery service, or by hand delivery. Proposals delivered by hand will be accepted at the Midlothian ISD Administration Building located at 100 Walter Stephenson Rd., Midlothian, Texas 76065.

1.1. Misplaced mail

Midlothian Independent School District (Midlothian ISD) will not be responsible for proposals or related correspondence that are missent, misdelivered, or misplaced. The date/time record of Midlothian ISD staff will be the official time of receipt.

1.2. Late proposals

Proposals received after the deadline will not be accepted for consideration and will be returned unopened. Proposals should arrive at least 10 minutes before deadline to allow for discrepancies in clocks.

1.3. Faxed and emailed proposals

MIDLOTHIAN ISD **does not** accept faxed or emailed proposals.

1.4. Altering proposals

Proposals cannot be altered or amended after submission deadline.

1.5. Documentation

All forms requested must be provided by the Proposer for the Proposal to be responsive. Failure to provide this information may result in rejection of proposal.

2. Contract

2.1. Contract time

The term of coverage will be from written notification of award through October 31, 2027, with the option to renew annually for an additional two years in one-year increments. A vendor's response to this solicitation would imply doing so under the same discount, terms and conditions. Any changes or updates should be addressed in writing to the Director of Purchasing.

2.2. Purchase Order

Contracts will be put into effect by means of purchase order executed by the Business Office after awards have been made. Please do not provide goods and/or services without a purchase order. The Purchase order specifies what the District is committing to and ensures that funds are set aside to pay for such commitments. Midlothian ISD is not liable for payment of invoices that do not have a purchase order number issued by Midlothian ISD Business Office.

3. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from Midlothian ISD all deliveries shall be made between the hours of 8:00 A.M. through 4:00 P.M., Monday through Friday, with the exception of holidays.

3.1 F.O.B. destination

All freight, delivery, and handling charges are the responsibility of the proposer, and all proposal prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required. Cartons must be marked as indicated on the Purchase Order.

3.2 Packing List

Each shipment must include a packing list and waybill or delivery ticket, and shall show (a) name and address of successful proposer, (b) name and address of receiving department and/or delivery location, (c) Midlothian ISD Purchase Order number, and (d) descriptive information as to the merchandise delivered, including item number, quantity, number of container, etc.

All goods are subject to inspection and will be returned at the expense of the vendor if found to be inferior to those specified.

4. Warranties

By submission of a proposal, the proposer warrants that the proposer is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items being proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this proposal invitation will be free from all defects in material, workmanship, and title.

A minimum of ninety (90) days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under

this Proposal Invitation. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise Midlothian ISD's location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

5. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the proposer at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the proposer's response will hold the proposer accountable to Midlothian ISD to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The proposer should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the proposer at a competitive disadvantage or otherwise prevent Midlothian ISD from considering the proposal on the affected item(s).

6. Invoices and Payment

All Invoices must reflect

- (a) the name and address of the vendor,
- (b) the name and address location of the receiving entity,
- (c) the appropriate Purchase Order Number, and
- (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt.

6.1. Invoice Mailing Address

Midlothian ISD
Accounts Payable
100 Walter Stephenson Rd
Midlothian, TX 76065

6.2. Terms of Payment

Midlothian ISD will pay all invoices for accepted merchandise or services no later than 30 days from date of acceptance or delivery as set forth in the specifications for this proposal. Invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of Midlothian ISD, invoices may be corrected upon receipt and payment may be made based upon their corrections.

Parties will be governed by Texas Government Code §2251.001 (Texas Prompt Payment Act) and undisputed amounts will be remitted in 30 days.

7. Remedies for Non-Performance of Contract, and Termination of Contract

If at any time, the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, Midlothian ISD reserves the right to:

- (a) purchase on the open market and charge the vendor the difference between contract price and actual purchase price
- (b) deduct such charges from existing invoice totals currently due

- (c) cancel within thirty (30) days written notification of intent and remove the vendor from the active proposal file for a period of time not less than one (1) year
- (d) re-propose the service/product award to next lower responsible offeror, if accepted by same
- (e) recover incidental and consequential damages

8. Assignments and Subcontracting

No part of this order may be assigned or subcontracted without the prior written approval of Midlothian ISD. Payment can only be made to the supplier named in this order. Should the vendor name change during the term of this contract, supporting documentation acceptable to Midlothian ISD must be provided. Vendor is responsible for the performance of the persons, employees, and/or subcontractors in the event of default.

9. Waiver of Claims

By submitting a response to this RFP, each respondent agrees to waive any and all claims it has or may have against Midlothian ISD and its trustees, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

10. Indemnification

The vendor shall defend, indemnify and hold harmless Midlothian ISD, all of its agents, officers and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this contract.

District is prohibited from indemnifying third parties, including CONTRACTOR under Texas law. Any requirement or request for indemnity from the District by any CONTRACTOR or contract provision shall be void and of no effect between District and CONTRACTOR.

11. Non-Appropriation Clause

Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Midlothian ISD Board of Trustees reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective June 30 of the fiscal year for which such approval has been denied.

12. Errors-Quantity

Bids must be submitted based on the units and/or quantities specified, with extensions and totals calculated. In the event of discrepancies, the unit price shall govern.

13. Price Adjustment

The agreed prices for the services may be adjusted annually in accordance with the following Procedure. On the first week of August or approximately 150 days prior to annual renewal date Midlothian ISD and the contractor(s) will conduct and review

contract Performance in order to evaluate recommendations for annual renewal, and revisions in cost structure proposed for the coming year. The Contractor shall submit a report to the District, which specifies the percent of increase/decrease in the cost of services provided to the Midlothian ISD by the Contractor during the immediate preceding twelve (12) Month period. When determining the percentage increase or decrease, the contractor shall compare the rate(s) paid during the immediate preceding (12) month period with specific reason for price adjustments. These reason(s) will be itemized in detail for and supported with official verification documentation. Midlothian ISD will be the judge of any change of prices. However, no increases will be approved over five percent (5%) of current rate.

14. Venue

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

15. Attorney Fees

The prevailing party in any dispute between District and CONTRACTOR arising under or in connection with the contract between District and CONTRACTOR shall be entitled to recover its reasonable and necessary attorney's fees, as allowed by Texas Local Government Code Section 271.159.

16. Insurance

The Vendor/Contractor shall protect, defend, save harmless, and indemnify, the district, its employees, District's architect, and the public from any claims, demands, or expense on account of any injury, alleged or real, to persons, or damage, alleged or real, to property arising out of anything done or omitted to be done under this contract, by the Vendor/Contractor or any Sub-contractor, or anyone directly or indirectly employed by either of them.

Amount of policies of insurance shall be within limits no less than those stated hereinafter or required by law:

Types of Insurance

Limits of Liability

Aggregate	a. Worker's Compensation provisions require in the State of Texas	As statutory
	b. Comprehensive or Commercial General	
	1. Bodily Injury and Property Damage Combined each occurrence	\$500,000
	2. Products/Completed Operations	\$600,000
	3. Fire Damage, Legal Liability (any one fire) occurrence	\$ 50,000 each
	c. Business (Commercial) Automobile Liability	
	1. Bodily Injury Each Person \$300,000 each occurrence	\$100,000
	2. Property Damage each occurrence	\$100,000
	d. Umbrella Liability Insurance (Excess)	\$1,000,000

Includes coverage over the Worker's Compensation
Comprehensive General Liability and Automobile
Liability

Self-Insurance: A supplier who self-insures for workers compensation must possess a Certificate of Authority to Self-insure by the Texas Workers Compensation Commission as a subscriber to the Workers' Compensation Act and furnish a copy of the certificate with proposal.

The Midlothian Independent School District shall be named as an additional insured on the vendor's/ contractor's policy as to the subject project.

17. Prevailing Wage Rates

For all public work contracts, all wages paid shall be in compliance with Local Government Code 2258.021.

18. Texas Hazard Communication Act

Successful vendor(s) must furnish current Material Safety Data Sheets (MSDS) for any items containing any element, chemical compound or mixture of elements or compounds that is a physical hazard as defined by federal regulation.

19. Taxes

Midlothian ISD is exempt from Federal Excise Tax, State Sales Tax, and Transportation taxes. Vendors shall not include tax in their bid. Tax exemption information will be furnished by the District upon request.

SPECIAL TERMS AND CONDITIONS/SPECIFICATIONS

Midlothian ISD is seeking proposals for waste disposal and recycling services. The following specifications and terms apply.

1. Service Commencement

Services provided by the awarded vendor are to take effect upon award of contract. The vendor awarded shall coordinate with previous vendor (if applicable) the placement of containers to ensure uninterrupted waste services to the District. All containers must be in place no later than November 1, 2024. Bidder shall agree to coordination of beginning service date by checking AGREE.

_____ **AGREE**

2. Routes and Service Times

Once a contract is awarded, the routes and approximate times of service shall be provided to the District. Since several campuses are located in residential areas, the pick-ups shall not be prior to 7:00 a.m. nor later than 9:00 p.m. Pick-ups at the District campuses shall be scheduled so that they do not conflict with the student pick-up or drop off times.

3. Description of Services

Service includes the following:

- Providing equipment, which includes dumpsters and roll off containers, and recycle containers. Containers are to be appropriately labeled with the name of the vendor.
- Maintaining containers. Making sure that they are in proper working order and that they are in proper sanitary condition and appearance. Repairs of locking bars and sliding doors will be at the vendor's expense. Should cleaning or painting (as well as maintenance) be required during the school year, container will be 'replaced', not removed, for maintenance work with no reduction in service.
- Picking up any spilled trash that results from dumping action.
- Picking up any 'overflow' bags if service was late or missed and placing it in the container. District personnel will pick up any overflow due to the volume of trash only.
- Position container within the designated areas on each campus. It is the responsibility of the awarded vendor to inspect the area and ensure that containers will fit in space provided.
- During the reduced summer schedule (June 1 through July 31), all containers will be cleaned, sanitized, and if necessary, painted.
- Summer and holiday schedules will be established to meet the needs of the District. Vendor shall allow the District to revise schedule as needed.

4. Summer Schedule

After the school year ends in late May, service may be reduced to once per week. Requests for change of service times will be communicated in writing. Invoices for these months will prorate the full service and reduced service monthly rates for actual service period. Regular pickup will resume on August 1 and may require extra service in the month of August.

5. Blocked Container

Vendor shall contact District if a container is blocked by a vehicle or other item, preventing a scheduled pick up. District shall resolve before next scheduled pick up date. The District will pay as if picked up, provided that vendor has contacted District of the blockage.

6. Liability for Damages

Vendor shall be responsible for any and all damage or breakage caused by the Vendor's employees as a result of the awarded contract for services. Vendor must report such damage to the District on the date of the occurrence. Repairs shall be coordinated with District. However, the District reserves the right to make repairs and charge the Vendor for damages by deducting from payment of invoices.

7. Unscheduled Pickup Charge

On occasion, District will require pickup service on an unscheduled day. Price for an unscheduled pickup shall not exceed the unit price awarded for the corresponding location. State the NUMBER OF HOURS notice Vendor will require prior to completing an unscheduled pickup. _____

8. District Primary Contact Person

Vendor's contact with the District is Nat Gomez, Maintenance Coordinate, nat.gomez@midlothianisd.org. The Midlothian ISD Operations Department is responsible for overseeing waste collections for the District including but not limited to, authorizing placement, quantity and pickup schedules for containers.

PROPOSAL ACKNOWLEDGEMENT

The undersigned authorized representative of the bidding company indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicated below, and
2. That he/she has carefully examined this Bid Notice, the accompanying Bid Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specifications associated with this Bid Invitation, and
3. That he/she proposes to supply any products or services submitted under this Bid Invitation at the prices quoted and in strict compliance with the General Terms and Conditions associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
4. That if any part of this bid is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and Conditions associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
5. That any and all exceptions to the General Terms or Conditions of this bid have been noted in writing in this bid response and that no other exceptions to the General Terms or Conditions will be claimed.

RETURN THIS DOCUMENT IN SEALED BID PACKAGE

Date: _____

Signature _____

Print Name _____

Title _____

Company Name _____

Order from Address _____

City/State/Zip _____

Remit to/Payment Address _____
(If different from above)

City/State Zip _____

Telephone Number _____ Fax: _____

Contact- Email _____ Company Website: _____

RETURN THIS FORM WITH BID RESPONSE

PROPOSAL RESPONSE FORM 2425-05

Please provide pricing for the following. Attach additional pages for pricing if necessary.
This form must be completed and returned for your bid to be considered responsive.

Note: Include all extra fees with proposal.

<u>WASTE DISPOSAL SERVICES</u> <u>Site</u>	<u>Service</u>	<u>Waste Containers</u> <u>8 cu yd unless noted</u>	<u>Notes</u>	<u>Total Monthly Cost</u>
Ag Bldg MHS - 925 S 9th St	2 lifts/wk	1		
Ag Science Center - 1851 Mockingbird Ln	1 lift/wk	1		
Auxiliary Center - 601 E Ave E	2 lifts/wk	1		
Baxter - 1050 Park Place Blvd	2 lifts/wk	3		
Clanton Baseball Complex - 201 Walter Stephenson Rd	1 lift/wk	1	*4 cu yd	
Coleman - 700 Hawkins Run Rd	2 lifts/wk	3		
Dieterich MS - 2881 Ledgestone Ln	2 lifts/wk	5		
Frank Seale MS - 700 George Hopper	2 lifts/wk	5		
Heritage HS - 4000 FM 1387	2 lifts/wk	5		
Heritage HS Ag - 4000 FM 1387	1 lift/wk	1		
Irvin - 600 S 5th St	2 lifts/wk	3		
LA Mills Admin - 100 Walter Stephenson Rd	2 lifts/wk	2		
Longbranch - 6631 FM 1387	2 lifts/wk	3		
McClatchey - 6631 Shiloh Rd	2 lifts/wk	3		
Midlothian HS - 923 S 9th St	2 lifts/wk	5		
Miller - 2800 Sudith Ln	2 lifts/wk	3		
Mt Peak - 5201 FM 663	2 lifts/wk	3		
MISD Multi-Purpose Stadium - 1400 14th St	2 lifts/wk	1		
Randall Hill Support Center - 315 E Avenue E	1 lift/wk	2		
Roesler Sports Complex - 923 S 9th St	1 lift/wk	1		
The MILE - 700 W Avenue H	2 lifts/wk	3		
Vitovsky - 333 Henderson St	2 lifts/wk	3		
Walnut Grove MS - 990 N Walnut Grove Rd	2 lifts/wk	5		
Ag Science Center - 1851 Mockingbird Ln	On Call	3	*(Manure) 20 yd/on call service	
Maintenance Garage - 512 W Avenue I	On Call	1	*30 yd/on call service	

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID.

<u>RECYCLING SERVICES</u> <u>Site</u>	<u>Service</u>	<u>Recycle</u> <u>Bins</u>	<u>Total</u> <u>Monthly</u> <u>Cost</u>
Baxter - 1050 Park Place Blvd	1 lift/wk	1	
Coleman - 700 Hawkins Run Rd	1 lift/wk	1	
Dieterich MS - 2881 LedgeStone Ln	1 lift/wk	1	
Frank Seale MS - 700 George Hopper	1 lift/wk	1	
Heritage HS - 4000 FM 1387	1 lift/wk	1	
Irvin - 600 S 5th St	1 lift/wk	1	
LA Mills Admin - 100 Walter Stephenson Rd	1 lift/wk	1	
Longbranch - 6631 FM 1387	1 lift/wk	1	
McClatchey - 6631 Shiloh Rd	1 lift/wk	1	
Midlothian HS - 923 S 9th St	1 lift/wk	1	
Miller - 2800 Sudith Ln	1 lift/wk	1	
Mt Peak - 5201 FM 663	1 lift/wk	1	
The MILE - 700 W Avenue H	1 lift/wk	1	
Vitovsky - 333 Henderson St	1 lift/wk	1	
Walnut Grove MS - 990 N Walnut Grove Rd	1 lift/wk	1	

ADDITIONAL QUESTIONS	
<p>1. Unless stated here, it is assumed that extra pick up requests are included in the monthly charges submitted. If this is not the case, please indicate the price per additional pick up request and how this amount is derived below:</p> <p>Reload Pick Up: \$ _____</p> <p>Extra Trash Pick Up (additional, unscheduled day) \$ _____</p> <p>Extra Recycling Pick Up \$ _____</p>	
<p>2. Prices shown will not increase for additional option years? YES _____ NO _____</p> <p>If NO, please indicate the maximum percentage increase for each option year: _____ %</p>	
<p>3. Please list other options for waste removal or other services your company provides and pricing. Include other sheets if necessary.</p>	

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID.

References

Even if your company currently performs work for the district, we require references from outside sources to evaluate reputation. Please provide at least three references (School District references preferred). You must provide all contact information including name of business/school, name of contact, phone, address and email, if available.

1. _____
Company/School Telephone #

Contact Person Email
2. _____
Company/School Telephone #

Contact Person Email
3. _____
Company/School Telephone #

Exceptions

Please list below, in complete detail, any exception to the terms and conditions in this invitation. If extra space is needed, attach sheets as necessary.

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID.



EPCNT

Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Midlothian Independent School District have indicated an interest in being included in this contract. Should these entities decide to participate in this contract, would your company agree to extend all terms, conditions, specifications and pricing to the other EPCNT member districts?

YES _____

NO _____

If you selected "YES", the following shall apply:

Governmental entities utilizing Interlocal governmental contracts with Midlothian Independent School District will be eligible, but not obligated, to purchase products/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Midlothian Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Midlothian Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own products/services as needed.

Signature of Authorized Representative:

Printed Name of Authorized Representative:

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID.

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT STATE OF TEXAS CERTIFICATIONS

1. **INTRODUCTION.** This section contains general information about serving as a vendor for Midlothian Independent School District (“Midlothian ISD” or “MISD”) and statements of applicable Texas laws.
2. **CRIMINAL BACKGROUND CHECK.** Contractor will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Contractor if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties will be performed on school property or at another location where students are regularly present. The Contractor certifies to the Midlothian ISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Firm shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor, involving moral turpitude, as defined by Texas law, from Midlothian ISD’s property or other location where students are regularly present. Midlothian ISD shall have the exclusive right to determine what constitutes a “location where students are regularly present.” Contractor’s violation of this attribute shall constitute a material breach and default. Midlothian ISD requires the use of a third-party badging service (Field Control Analytics formerly FC Construction Services) that is mandatory for all personnel working on Midlothian ISD property. The Contractor will pay all costs pertaining to criminal background services. Current estimated cost is \$60/subject.
3. **CERTIFICATE OF INTERESTED PARTIES.** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law 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 Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

The law applies only to a contract between a government entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

- a. Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- b. Has a value of at least \$1 million, or
- c. Is for services that would require a person to register as a lobbyist under Chapter 305 of the government Code. Gov’t Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a).

The disclosure requirement applies to a contract entered on or after January 1, 2016. A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

- a. The governing body has legal authority to delegate to its staff the authority to execute the contract.
- b. The governing body has delegated to its staff the authority to execute the contract; and
- c. The governing body does not participate in the selection of the business entity with which the contract is entered. 1 T.A.C. § 46.1(c).

The respondent's signature below certifies that it will immediately provide a Form 1295 at <https://www.ethics.state.tx.us/filinginfo/1295/>, when requested and shall provide proof to Midlothian ISD.

4. **CERTIFICATION OF NON-COLLUSION.** By submission of response, the respondent certifies that:
a) Their offer, bid, quote or proposal has been independently arrived at without collusion with any other competitor. b) Their offer, bid, quote or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to signing a contract for this project, to any competitor c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit an offer, bid, quote or proposal; d) The person signing any contract must certify that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the entity, as well as to the person signing on its behalf. Any violation of this may result in a decision to no longer contract with an Midlothian ISD approved vendor.
5. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES.** Sec. 2252.151. In this subchapter: "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2245. (4) "Governmental entity" has the meaning to be assigned by Section 2252.001. Sec 2252.152. **CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATION 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. Sec. 2252.153 **LISTED COMPANIES.** 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 or services to a foreign terrorist organization. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies to a contract or purchase for which a Governmental Entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. The respondent certifies by signing below that it is not an entity engaged in business with Iran, Sudan, or foreign terrorist organizations.
6. **NOT BOYCOTT ISRAEL.** Under the provisions of Subtitle F, Title 10, Government Code Chapter 2271.002, Vendor confirms that my company: 1. Does not boycott Israel currently; and 2. Will not boycott Israel during the term of any contract with Midlothian ISD. Pursuant to Section 2271.001, Texas Government Code: (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. The respondent's signature below certifies that it does not boycott Israel.
7. **PROHIBITED TRANSACTIONS WITH PROVIDERS OR AFFILIATES.** Under the provisions of Subtitle F, Title 10, Government Code CHAPTER 2272. **PROHIBITED TRANSACTIONS** Sec.2272.001 relating to prohibiting certain transactions between a governmental entity and an abortion provider or affiliate of the provider. Company is not an abortion provider or affiliate of a provider. "Abortion provider" means: (A) a facility licensed under Chapter 245, Health and Safety Code; or (B) an ambulatory surgical center licensed under Chapter 243, Health and Safety Code, that is used to perform more than 50 abortions in any 12-month period. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at

least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates: (A) common ownership, management, or control between Midlothian ISD to the relationship; (B) a franchise granted by the person or entity to the affiliate; or (C) the granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark. By signing below, the respondent certifies that it is not an abortion provider or an affiliate.

8. **FIREARM ENTITY/TRADE ASSOCIATION NONDISCRIMINATION.** If vendor is not a sole proprietorship, has ten (10) or more employees, and the value of vendor's bid or proposal has a value of \$100,000 or more, vendor certifies by submitting vendor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the District, unless excepted from that law. The respondent certifies by signing below that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.
9. **ENERGY COMPANY BOYCOTT.** As required by Texas Government Code Ann. Chapter 2274, if the vendor has ten (10) or more employees, is not a sole proprietorship, and if the value of the Vendor's bid or proposal has a value of \$100,000 or more, vendor certifies by signature below that it does not boycott energy companies and will not during the term of any contract with the District, unless excepted by that law.
10. **INFRASTRUCTURE CONTRACTS WITH CITIZENS OF CHINA, IRAN, NORTH KOREA, RUSSIA OTHER DESIGNATED COUNTRIES.** Per SB 2116 of the Texas 87th(R) Legislative Session, Midlothian ISD must not contract with countries for work related to critical infrastructure (including cybersecurity) that are owned by citizens of China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure, or by companies owned by citizens headquartered in China, Iran, North Korea, Russia, or any other country designated by the governor as a threat to critical infrastructure. By signing below, the respondent certifies it is not owned by a citizen(s) of or is not headquartered in China, Iran, North Korea, Russia, or other country designated as a threat to infrastructure by the Texas Governor.
11. **FUNDING OUT CLAUSE.** Renewal or continuation of any contract beyond a current fiscal year, if any, will be in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. Midlothian ISD shall have the right to terminate any contract, without default or liability to Contractor or Vendor resulting from such termination, effective as of the expiration of each budget period of Midlothian ISD if it is determined by Midlothian ISD, in its sole discretion, that there are insufficient funds to renewal or continue the contract. Furthermore. The parties agree that any issued PO is a commitment of Midlothian ISD's current revenue only. By signing below, the respondent certifies it agrees to this provision.

SIGNATURE OF AUTHORIZED REPRESENTATIVE. The respondent certifies compliance with all provisions specifically noted herein and shall immediately report to Midlothian ISD any change in vendor compliance.

Company Name: _____

Printed Name and Title of Authorized Representative: _____

Phone Number: _____ **Email:** _____

Signature: _____ **Date:** _____

RETURN THIS FORM WITH BID RESPONSE

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 9, Section 44.034 of Texas Education Code, 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.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code §22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner's property or other location where students are regularly present. Owner shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - i. Controlled substances; or
 - ii. Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on LISD campuses have been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please print or type): _____

A. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

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

Signature of Company Official: _____ Date: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify the District in the event that the company or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the company or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to Mrs. Rebecca Metzger; Chief Financial Officer; Midlothian Independent School District; PO Box 40 Midlothian, Texas 76058.

I attest that I have answered the questions regarding debarment and suspension truthfully and To the best of my knowledge.

Corporate Officer's Signature

Printed name

Date

RETURN THIS FORM WITH BID RESPONSE

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____
is a
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature_____

Print Name_____

.....
I certify that _____
is a
(Company Name)

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

(City and State)

Signature_____

Print Name_____

RETURN THIS FORM WITH BID RESPONSE

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

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

*****Follow the instructions below to provide FORM 1295 with your proposal.*****

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law 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 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 law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. **Since the award of this proposal will require approval of the Midlothian ISD Board of Trustees, you are to submit Form 1295 with your proposal.**

This form must be completed electronically on the Texas Ethics Commission (TEC) website. Go to the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm to create a log-in, see the Frequently Asked Questions about the process and look at the instructional videos on the process.

- 1) The certificate will be entered online, you cannot download a blank copy of the form to complete it. The Texas Ethics Commission will assign a certificate number electronically to the form and enter the date the form was filed. This number must be on your form.
- 2) You will download FORM 1295 from the Texas Ethics Commission website after the certificate number has been assigned. Sign FORM 1295 **and** have it notarized. Include the signed and notarized form with your proposal response.

FORM 1295 cannot be handwritten. It must be completed through the Texas Ethics Commission website.

Once the contract is awarded, if you are an approved/awarded vendor under this proposal, Midlothian ISD will use the certificate number assigned to your FORM 1295 to “acknowledge” your certificate on the Texas Ethics Commission website. If you are not an approved/awarded vendor under this proposal, your certificate will not be “acknowledged” and it will be purged from the TEC website.

YOUR FORM 1295 MUST BE SUBMITTED WITH YOUR PROPOSAL

PROPOSAL CHECKLIST

To help ensure that you include all the materials necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the "Verified" column indicating that the item is included in your bid proposal packet.

Verified	Description of Item
<input type="checkbox"/>	Proposal Acknowledgement
<input type="checkbox"/>	Proposal Response Form
<input type="checkbox"/>	State of Texas Certifications
<input type="checkbox"/>	Felony Conviction Notice
<input type="checkbox"/>	Certification Regarding Debarment and Suspension
<input type="checkbox"/>	Conflict of Interest Questionnaire
<input type="checkbox"/>	Bidder's Certification
<input type="checkbox"/>	References
<input type="checkbox"/>	W9 Form
<input type="checkbox"/>	HB 1295 Form
<input type="checkbox"/>	EPCNT Agreement Clause
<input type="checkbox"/>	Federal Vendor Certifications (if applicable)