REQUEST FOR PROPOSAL

Athletic, Physical Education and Organized Club Materials, Equipment, Apparel, Etc.

RFP# 2425-06

Submittal Deadline:
Wednesday, January 8, 2025 by 2:00 pm

All proposals should be mailed or delivered to the Midlothian ISD Administration Building

Midlothian ISD
Attn: Purchasing - RFP 2425-06
100 Walter Stephenson Rd
Midlothian, TX 776065

Issued by:

Midlothian ISD Purchasing Department

GENERAL INFORMATION FOR VENDORS

The Purchasing Department of Midlothian Independent School District, "the District," is conducting this procurement to establish a contract. The District is accepting proposals for Athletic, Physical Education and Organized Club Materials, Equipment, Apparel, Etc**.**

Direct all questions regarding this solicitation or the requirements specified herein through MISD's Purchasing Department email at purchasing@midlothianisd.org with RFP 2425-06 Questions as the subject title, **no less than five (5) MISD business days** before proposals are due**.** Midlothian ISD will not answer verbal questions; any responses to a prospective vendor's questions will be posted on the Midlothian ISD Purchasing website page.

Interested proposers should respond to this RFP and submit proposals in a sealed envelope to the address above. To be considered a responsive offer, proposers are required to submit an original of their proposal, proposal sheets and any other information requested and/or required in this solicitation in their sealed envelope.

Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the proposer's "**deviations**" section of the proposer's submitted proposal. Each proposer, by making its proposal, represents that the proposer has read and understands the RFP and the Agreement.

All certifications and forms included in the MISD Vendor Packet must be completed and signed. Vendor shall ensure that it complies with all requirements, and provides all information requested, within this Request for Proposal.

References: All proposers shall provide at least three references of governmental entities (school districts preferred) that have purchased services, products, and/or related items from proposer in the last 3-4 years. Vendor shall use the following format for all references: (1) Company Name; (2) Address; (3) Contact Name; (4) Phone Number; and (5) Email.

No proposals will be accepted after the deadline. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this procurement solicitation.

Midlothian ISD shall comply with the Texas Public Information Act in the event Midlothian ISD receives an open records request for information relating to proposals submitted in response to this RFP.

Midlothian ISD reserves the right: to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals; to reject any and/or all proposals; to award contracts for individual products or services as may appear advantageous; to negotiate separately in any manner necessary to serve the best interests of the District; to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof; to accept any proposal(s) determined to be the most advantageous to the District and award one or more contracts, in whole or in part, to a single or to multiple prospective vendors or proposers (the decision to award multiple contracts, award only one contract, or to make no awards rests solely with MISD; MISD may make multiple awards, and this fact should be taken into consideration by each proposer); and to waive any formalities or technicalities if deemed in the best interest of the District. MISD also reserves the right as sole judge of quality, equality, and suitability in awarding the proposal deemed to be most advantageous to the District.

Midlothian ISD may request clarification from vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between MISD and a vendor may also take place after the initial receipt of proposals. MISD reserves the right to conduct discussions with all, some, or none of the vendor(s) submitting proposals. MISD will not assist a vendor in the revision or modification of its proposal, nor will MISD assist a vendor in bringing its proposal to the same level of other proposals received by MISD.

Midlothian ISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. MISD makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP. Vendors, however, are expected to carry sufficient inventories to service the needs of MISD and shall furnish all required goods and/or services to the District at the stated price, when and if required. Because all commodities will be provided on an "as needed" basis, MISD makes no representation either orally or in writing as to the amount of commodities, services, or related items MISD will use during the Term of the Contract.

MISD maintains and uses documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. MISD's documented procurement procedures are consistent with State, local, and tribal laws and regulations and standards identified in §§ 200.317 through 200.327 of subpart D—Post Federal Award Requirements. MISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(a)(3) Purchasing Contracts, Request for Proposals, for services other than construction services. For information regarding the proposal process, contact Shana Volentine, Director of Purchasing (469) 856-5032.

MISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by prospective vendors prior to award of a contract pursuant to this RFP.

Any corrections, additions, or changes to this RFP will be communicated to vendors by the issuance of an addendum. It is the responsibility of the vendor, prior to submitting their response, to determine whether an addendum was issued. All vendors shall comply with the requirements specified in any addendum issued by MISD.

A vendor may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

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

Once submitted, MISD will not return proposals to vendors. A proposal that has been submitted to MISD may be withdrawn by email prior to the deadline for submission of proposals.

Vendors are required to certify a Non-Collusive Statement. Vendors are required to state the party submitting a response; that such response is genuine and not collusive or sham; that vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham response or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the response price of any other vendor, or to fix any overhead, profit or cost element of said response price, or that of any other vendor, or to secure any advantage against MISD or any person interested in the proposed contract, and that all statements in said response are true.

Vendor and MISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and MISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that MISD is a governmental body subject to the Texas Public Information Act, and responses and other information submitted to MISD in connection with this solicitation or the Agreement may be subject to release as public information. If a vendor believes that its response, or parts of its response, or any other information submitted by vendor to MISD in connection with this procurement solicitation or the Agreement may be exempted from disclosure under Texas law, the vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL," including, but not limited to, specifying page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims of confidentiality will not be accepted. MISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors. Vendor waives any claim against and releases from liability MISD, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by MISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

MISD is tax-exempt. Response prices should not include taxes.

In accordance with Federal EDGAR requirements, 2 CFR § 200.318(c)(1), no employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the federal award. A conflict of interest includes when the employee, officer, agent, board member, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

An employee, officer, agent, or board member of MISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

Time Table:
MISD anticipates following the time table listed below for this procurement solicitation:

Activity	Date and Time
Deadline for submission of proposals	Wednesday, January 8, 2025
Award Recommendation to Board	Tuesday, February 18, 2025

These dates are only estimates and may vary.

RFP PURPOSE

The intention of this Midlothian Independent School District (MISD) Request for Proposals (RFP) is to solicit proposals for Athletic, Physical Education and Organized Club Materials, Equipment, Apparel, Etc. MISD is looking to obtain proposals from vendors that can provide quality products. Vendor(s) shall, at the request of MISD, provide these products and/or services under the terms of this RFP and the Agreement set forth herein, including, without limitation, the section entitled "Midlothian ISD Standard Terms and Conditions."

MISD Purchasing Department documents are made available via its Purchasing websitel for qualified vendors who wish to submit a formal response.

This contract can be accessed on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Proposers are requested to submit a proposal offering their total line of available products and services that are commonly purchased by government entities, school districts and other public, not-for-profit agencies and organizations.

Product(s) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined and described within this RFP.

The good(s) or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ).

MIDLOTHIAN ISD STANDARD TERMS AND CONDITIONS

Please read carefully this entire proposal document and specifications. Complete all forms and submit your bid with all appropriate attachments.

The words "bids," "requests for proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The terms "Vendor" and/or "Proposer" shall mean each awarded vendor chosen by Midlothian ISD.

Upon award of a District contract, these Standard Terms and Conditions shall be part of the final contract in each commodity and/or service contract; part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation; and legally binding on both District and Contractor. They shall remain in full force and effect during the term of the Contract, unless such Contract is amended in writing and executed by both parties, terminated prior to the expiration of the contract term, or replaced by a subsequent contract.

Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED IN THE "DEVIATIONS" SECTION OF THE PROPOSAL SUBMISSION.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by MISD and eliminated from further consideration by MISD.

This Agreement is entered into between Midlothian Independent School District ("Midlothian ISD" or "MISD" or the "District") and Vendor, having submitted a proposal in response to a procurement solicitation issued by MISD and whose proposal has been accepted and awarded by MISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **CONTRACT AWARD**: The District expects to award this proposal in **February 2025.** This date is only an estimate and may vary.
2. **FORMATION OF CONTRACT (EXECUTION OF OFFER):** A response to this solicitation is an offer to contract with MISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a contract unless and until it is accepted by MISD after approval by the MISD Board of Trustees. A binding agreement ("Contract" or "Agreement") between the parties shall be formed when MISD's delegated authority signs the Execution of Offer form. The proposer must submit a signed Execution of Offer form as part of its response to this solicitation in the "required documentation" in their sealed proposal, thus eliminating the need for the formal signing of a separate contract.
3. **TERM AND ALLOWABLE RENEWALS:** Unless otherwise specified, the initial Contract term shall be effective for a period of one (1) years (the "Initial Term") beginning on the date indicated on the Solicitation, Purchase Order, or other written contract duly executed by both parties hereto (the "Effective Date"). Thereafter, unless otherwise specified in the Solicitation, Purchase Order, or other resulting Agreement, the District shall have the right to elect, with mutual agreement of the awarded vendor, to renew any Agreement awarded pursuant to this procurement solicitation for up to two (2) additional one-year terms (individually, a "Renewal Term"), running from the date of execution of the contract by the authorized representative of the District, and subject to the terms and conditions of the Solicitation, Purchase Order, and/or the executed Agreement. Unless agreed to otherwise by both parties, Contract renewals shall be evidenced in writing and executed by both parties. At Midlothian ISD's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.
4. **TERMINATION:** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated in accordance with its terms, including, but not limited to, at any time by mutual agreement of MISD and Vendor. The District also reserves the right to terminate the Contract (and/or any purchase order) under any of the following circumstances:

    A. The District may cancel or terminate all or any undelivered part of the Contract for convenience and without penalty for any reason or for no reason upon thirty (30) days' written notice to Vendor, if MISD believes, in its sole discretion, that it is in the best interest of MISD to do so.

    B. The District reserves the right to immediately terminate this Contract without penalty for non-appropriation or non-availability of funds, as set forth herein.

    C. The District reserves the right to immediately terminate all or any part of the Contract for default if the awarded 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 that District may have in law or equity, specifically including, but not limited to, the District's right(s) to collect damages and/or to demand Vendor's specific performance.

D. The District reserves the rights: (1) to enforce the performance of the Agreement and/or the procurement solicitation by Vendor in any manner prescribed by law or deemed to be in the best interest of MISD, or, alternatively, (2) to immediately terminate for breach or default all or any part of the Contract and/or the procurement solicitation by Vendor, after providing Vendor written notice of and 30 days to cure such breach or default to the reasonable satisfaction of the District, for failure by Vendor to perform as per the conditions listed, including, but not limited to, those given below:

i. Failure to perform in accordance with the terms of the procurement solicitation, excluding any exceptions disclosed by Vendor and accepted by the District upon contract award.

ii. Failure to perform in accordance with the terms and conditions of the Contract between the District and Vendor.

iii. Failure to meet schedules, deadlines, and/or delivery dates within the time specified in the Agreement, the procurement solicitation, and/or a purchase or work order.

iv. Failure to make any payments owed.

v. Failure to perform per usual and customary industry practices.

vi. Failure to perform per guarantees and performance standards submitted to the District in connection with the Agreement and/or procurement solicitation.

vii. Failure to comply with any federal, state, or local laws, ordinances, rules, and/or regulations, and/or any District and/or campus policies and/or procedures.

E. Any compensation due to the Vendor upon termination will be limited to items received and accepted in writing by the District, and/or services performed and accepted in writing by the District. Vendor agrees that MISD shall not be liable for damages in the event that MISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. If federal funds are used under this Agreement, MISD shall provide written notice of termination to Vendor if MISD terminates this Agreement for any reason stated herein. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

5. **AGREEMENT TERMS:** The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect.
6. **AMENDMENT**: No amendment of this Agreement shall be permitted unless first approved in writing by MISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by MISD's Superintendent or its Chief Financial Officer (or their designees) after any necessary approvals have been obtained from the MISD Board of Trustees.
7. **VENDOR NOTICE OF CHANGES AND UPDATES**: Vendors shall immediately send all updates relating to Vendor's company (including, without limitation, material changes in operations as described in the following section, "Assignment of Agreement") or changes to Vendor's contact information directly to the following MISD representative: Director of Purchasing, purchasing@midlothianisd.org.
8. **ASSIGNMENT OF AGREEMENT**: Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of MISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of MISD. Vendor is required to notify MISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.
9. **OFFEROR CONDUCT** – Beginning with Proposer's receipt of this notice and throughout the entire proposal process, Proposers are not permitted to contact any District Board of Trustees member, District officer, or District employee, other than the District's Director of Purchasing. An employee, officer, agent, or board member of MISD may neither solicit nor accept gratuities, favors, or anything of monetary value from Proposers.
10. **PROPOSAL SUBMITTAL** – To be considered a responsive offer, proposers are required to submit an original of their proposal, proposal sheets and any other information requested and/or required in this solicitation as requested. All proposals are to be mailed or hand delivered and received by the due date. Midlothian ISD is not responsible for any late responses.
11. **CERTIFICATIONS** – Vendor acknowledges and agrees to the following certifications by submission of its proposal. Vendor Information Form, Felony Conviction Notification, Ch. 22 Criminal History Records of Contractor Certification:

Contractor/Subcontractor Employees, MISD Conflict of Interest Disclosure Statement, Midlothian Independent School District Proposer/Vendor Certification Forms, Required Contract Provisions for Non-Federal Entity / Recipient and Subrecipient Contracts Under Federal Awards – Appendix II to 2 C.F.R. Part 200, IRS Form W-9 (Request for Taxpayer Identification Number and Certification), MISD Certificate of Interested Parties – Form 1295, Midlothian Independent School District Antitrust Certification Statement, and Confidentiality Declaration Form.

12. **PROPOSAL VALIDITY**: Proposal shall remain valid, pending award, for 90 days. All prices and discounts will remain firm for the Term of the Agreement. *See* Agreement section entitled "Prices."
13. **INTERPRETATION** –
    a) If a prospective vendor contemplating submitting an offer for the proposed contract is in doubt as to the true meaning of any part of the proposal documents, he/she may submit a written request for an interpretation in writing through email to purchasing@midlothianisd.org no less than five (5) MISD business days before the proposals are due.
    b) Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.
14. **LATE PROPOSALS** – No proposals will be accepted after the deadline.
15. **SUITABILITY** – The District reserves the right: to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals; to reject any and/or all proposals; to award contracts for individual products or services as may appear advantageous; to negotiate separately in any manner necessary to serve the best interests of the District; to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof; to accept any proposal(s) determined to be the most advantageous to the District and award one or more contracts, in whole or in part, to a single or to multiple prospective vendors or proposers (the decision to award multiple contracts, award only one contract, or to make no awards rests solely with MISD; MISD may make multiple awards, and this fact should be taken into consideration by each proposer); and to waive any formalities or technicalities if deemed in the best interest of the District. MISD also reserves the right as sole judge of quality, equality, and suitability in awarding the proposal deemed to be most advantageous to the District.
16. **EXCEPTIONS** – Proposers are responsible for identifying any exceptions to these terms and conditions. ANY EXCEPTIONS MUST BE NOTED IN THE "DEVIATIONS" SECTION OF THE PROPOSAL. Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by MISD and eliminated from further consideration by MISD.
17. **COMPLIANCE WITH LAWS –** Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to MISD. Vendor understands that Vendor is ineligible to receive a contract award with MISD if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the MISD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by MISD, Vendor shall furnish MISD with satisfactory proof of Vendor's compliance with this provision.
18. **GOVERNING LAW** – The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. The mandatory, exclusive jurisdiction for any dispute under this Agreement is in the state and federal courts located in Midlothian, Ellis County, Texas.

19. **INDEMNIFICATION – TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY AND HOLD HARMLESS MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, DAMAGES, LAWSUITS, EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEYS' FEES), COSTS, FINES, PENALTIES, LIABILITIES, LOSSES, LIENS, CAUSES OF ACTION, AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, OR INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OCCASIONED BY, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH, DIRECTLY OR INDIRECTLY, THE PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE DISTRICT, WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY THE VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH ARE RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by MISD.**

20. **EQUAL EMPLOYMENT OPPORTUNITY** – It is the policy of Midlothian ISD not to discriminate on the basis of race, color, religion, gender, national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. All Vendors shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and implementing regulations at 41 CFR Part 60. 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.

21. **PRICES** – All prices in Vendor's proposal shall be firm for the entire Term of the Agreement. Proposers must respond to all questions and identify all costs, fees, or charges for which MISD may be. Costs not indicated in proposals will not be paid by MISD. Proposers are to provide written documentation for any exceptions. All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. – Destination - Midlothian Independent School District, Full Freight Allowed, Inside Delivery**, and shall be included in all pricing in Vendor's proposal. Submit unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern. MISD may request the awarded vendor(s) to provide discounts or other adjustments to the price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size. All price changes shall be presented to MISD for acceptance or rejection by MISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by MISD prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any). In the event of a price decrease at any time during the entire term of the Agreement, such decrease must be made available to the District.

22. **PATENT RIGHTS** – Successful vendors shall indemnify, hold harmless, and protect the District, its trustees, officers, employees, and agents from and against any claim(s) involving claimed infringement of any patents, trademarks, copyright, or other corresponding right(s) which are related to any item vendor is required to deliver. *See* Agreement section entitled "Indemnification."

23. **ENERGY STAR COMPLIANCE** – Per the requirements of the District Energy Management, all new equipment must be Energy Star compliant when available.

24. **FEDERAL/STATE/GRANT FUNDING** – MISD receives a variety of federal, state, and/or grant funding. Performance by MISD under any Contract/Agreement entered into pursuant to this RFP may be dependent upon the appropriation and allotment of state/federal/grant funds (a "Prime Contract"), including, but not necessarily limited to, grants/funding from the U.S. Department of Health and Human Services, Administration for Children and Families ("HHS"), including Head Start and/or Early Head Start funding; grants/funding from the Texas Education Agency; other federal and/or state funding; and allocation of funds by MISD. If MISD is not appropriated or allocated the necessary federal/state/grant funds or its funding under a Prime Contract is eliminated or decreased, or MISD fails to allocate the necessary funds, then MISD will issue written notice to Vendor and MISD may terminate the Agreement without further duty or obligation to Vendor. Vendor acknowledges that appropriation, allotment, and allocation of funds may be beyond the control of MISD. Vendor shall strictly comply with all applicable Prime Contract requirements and all applicable flow-down, referenced, and incorporated provisions therein and shall cooperate with MISD in fulfillment of MISD's obligations under the Prime Contract.

25. **NON-APPROPRIATION CLAUSE** – Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on MISD by this Agreement, MISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of MISD if it is

determined by MISD, in MISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of MISD's current revenue only.

26. **SIMILAR/SPECIFIED/ALTERNATE ITEMS** – Whenever an article or material is defined by MISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency (as applicable). If offering an alternate product, proposal must include within its proposal the complete descriptive information of each alternate product, including, without limitation, manufacturer, brand, model, etc. of the item being offered.

27. **NEW PRODUCTS** – New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from MISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. MISD may reject any proposed additions, without cause, in its sole discretion.

28. **NO SUBSTITUTION** – All proposals must meet or exceed the District's specifications. The District shall be the sole authority in evaluating and determining the equality of all alternate proposals. Substitutions below the minimum specifications shown will not be accepted. Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by MISD, Vendor will not deliver substitutes without prior authorization from MISD.

29. **EVALUATION CRITERIA** – It is not the policy of the District to award contracts based solely on 'low price'. In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation by the Midlothian ISD Purchasing Department, to be the overall 'best value' to the District per Texas Education Code 44.031(b): (1) Purchase price; (2) The reputation of the vendor and the vendor's goods and/or services; (3) The quality of the vendor's goods and/or services; (4) The extent to which the goods and/or services meet the District's needs; (5) The vendor's past relationship with the district; (6) The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses (HUBs); (7) The total long-term cost to the District to acquire the goods and/or services; and (8) for a contract for goods or services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: has its principal place of business in this state, or employs at least 500 persons in this state (hereinafter, "State of Texas preference"); and (9) any other relevant factor specifically listed in the request for bids or proposals. Midlothian ISD represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws, Midlothian ISD has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance. Midlothian ISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

EVALUATION FACTORS
Purchase price
The reputation of the vendor and the vendor's goods and/or services.
The quality of the vendor's goods and/or services.
The extent to which the goods and/or services meet the District's needs.
The vendor's past relationship with the District
The impact on the ability of the District to comply with laws and rules relating to HUBs
The total long-term cost to the District to acquire the goods and/or services
State of Texas preference
Any other relevant factor specifically listed

Midlothian ISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. *See* 7 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

30. **PROPOSAL AWARD** – A committee selected by MISD will review and evaluate all proposals and make a recommendation to the MISD Board of Trustees. Award(s) will be made to the successful proposer(s) for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. The District reserves the right to award contracts for any, all, or none of the parts and/or items of this proposal request. Likewise, the District reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to the District. Contracts for purchase shall be put into effect by means of purchase order(s) executed by the District's Purchasing Department after this proposal has been awarded.

a) **Competitive Range** – It may be necessary for MISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.

b) **Estimated Quantities** – Because all commodities will be provided on an "as needed" basis, MISD makes no representation either orally or in writing to the amount of commodities, services, or related items MISD will use during the Term of the Agreement. MISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. MISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

31. **NON-EXCLUSIVE AWARD** – Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of MISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to MISD. MISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in MISD's sole discretion. During the Term of this Agreement, MISD reserves the right to use all available resources to procure other products and/or services as needed, and doing so will not violate any rights of Vendor. The District reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the District, are necessary and in the best interest of the District. If the low proposal exceeds the District's budget allocation, the District may elect, upon determination that the budget can be achieved through value engineering, to negotiate value engineering possibilities with the low contractor and award the contract upon agreement of items necessary to meet the budget. In addition, MISD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of MISD.

32. **PURCHASES** – Purchases will be made on an as needed basis throughout the period of the contract by way of Purchase Orders.

33. **VENDOR NON-PERFORMANCE**. Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement. If at any time, the Vendor is unable to provide the goods or services at the prices quoted in Vendor's proposal or if, at any time, Vendor fails to fulfill or abide by the terms and conditions or specifications of the Contract / Agreement, the District may take the following action(s), in MISD's sole discretion, and Vendor agrees to comply with MISD's action(s): (a) insist that Vendor honor the quoted price(s) specified in Vendor's proposal; (b) have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by MISD); (c) have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or (d) recommend to MISD's Board of Trustees that Vendor no longer be given the opportunity to submit a proposal to MISD and/or that this Agreement be terminated without written notification of intent and/or that the Vendor be removed from the active vendor file.

a) **Inspection and Acceptance** – Awarded vendor(s) shall deliver the goods or services procured on this contract to the MISD division issuing a Purchase Order. If delivery is not or cannot be made within proper time period, the awarded vendor must receive authorization from the issuing MISD division for the delayed delivery. If defective or incorrect goods are delivered, MISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to MISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

34. **NOTICE**: Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested, postage prepaid. Notice shall be sufficient if made or addressed to the address listed below. Notice shall be deemed effective upon receipt. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

a) **Address for notice to Midlothian ISD**: Midlothian Independent School District, Attn: Dr. David Belding, Superintendent, 100 Walter Stephenson Rd, Midlothian, TX 76065

35. **INVOICES**– Vendor shall submit original invoice(s) to: Midlothian Independent School District, 100 Walter Stephenson Rd, Midlothian, Texas 76065, Attention: Accounts Payable Department. Invoices must be itemized to include the type of good(s) and/or service(s) rendered. In addition, invoices must indicate the District purchase order number, invoice date, name of vendor's company, vendor's complete mailing address, vendor's telephone number, a detailed description of the good(s) or service(s) rendered (including quantity, unit price, and extended price), and any other substantiating documentation or information as required by the Contract. Invoices subject to cash discount will be calculated from the date the final invoice is received by the District's Accounts Payable Department. Vendor shall submit invoices within a timely manner during MISD's fiscal year in which the good(s) and/or services are purchased.

36. **PAYMENTS** – The sum of the payments due by MISD to Vendor is limited to the amount of money stated on the face of the District's purchase order. Any products provided or services rendered in excess of this amount will be at Vendor's expense and not payable by the District. No alterations, substitutions or extra charges will be permitted or paid without a written Change Order signed by the District's Chief Financial Officer. Under no circumstances may Vendor's goods and/or services be billed at a price higher than the amount stated on the District's purchase order. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following (1) the date MISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date MISD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from MISD not later than the tenth (10th) day after the date Vendor receives the payment from MISD. The exceptions to payments made by MISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

a) **Setoff –** In addition to all other rights and remedies that MISD may have, MISD shall have the right to setoff, against any and all amounts due to Vendor by MISD, whether due under this Agreement or any other agreement between MISD (including any division of MISD) and Vendor, any sums to which MISD is entitled under this Agreement, as determined by MISD in its sole discretion, including, without limitation, sums due by Vendor to MISD as a result of indemnification obligations, and/or warranty claims.

37. **TAXES** –

a) The District is tax-exempt and MISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. MISD shall not be liable for any taxes resulting from this Agreement. MISD will furnish its tax exemption certificate upon request.

b) Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold MISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

38. **RFP DOCUMENTS/ADDENDA TO RFP**: MISD's Purchasing Department documents are made available online via the MISD Purchasing website to anyone who wishes to submit a proposal. However, it is the responsibility of the proposer submitting a proposal to make certain that the MISD Purchasing Department has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information. The MISD proposals can be accessed by following the instructions provided on the "Bids and Proposals" page of MISD's website: https://www.midlothianisd.org/departments/finance/purchasing/bids-rfps-csps-rfqs. The District 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. Any interpretations, corrections, additions, revisions, changes, or amendments will be communicated to proposers by the issuance of 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. It is the responsibility of each Proposer, prior to submitting the proposal, to review the MISD Purchasing Department webpage to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. All proposers shall comply with the requirements specified in any addendum issued by MISD. All questions regarding the requirements specified in this solicitation must be received in writing through email no less than five (5) MISD business days before the proposals are due. No addenda will be issued later than 3 business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. All addenda will be posted to the proposal on the website.

39. **OPENING PROCEDURE** – Proposals will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation.

40. **TEXAS PUBLIC INFORMATION ACT** – As a governmental body, MISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Respondents to the proposal are advised that all information and materials submitted to the District in connection with this procurement solicitation or the Agreement become and remain the property of the District and consequently cannot be returned to the respondent. Upon submission to the District, such information and materials are subject to release as public information under the Texas Public Information Act, Texas Government Code, Chapter 552.

41. **CONFIDENTIAL INFORMATION OR TRADE SECRETS** – In accordance with the Texas Public Information Act, if a vendor believes that part(s) of its proposal or any other information submitted by vendor to MISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL." Respondents should note that entire responses cannot be considered "CONFIDENTIAL", and any responses so marked will be considered "non-responsive." Respondent acknowledges that the District is subject to the Texas Public Information Act and may be required to disclose Respondent's information, including any confidential or proprietary information, upon a request for public information. The District will take any such actions as may be required by law with respect to any confidential or proprietary information of Respondent prior to release of such information. Respondent waives any claim against and releases from liability

the District, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by either Party and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code. Further, even if Respondent marks information as "CONFIDENTIAL," Respondent expressly agrees that MISD may disclose Respondent's proposal, including, but not limited to, pricing information, to other governmental entities. *See* "Confidentiality Declaration Form" within MISD's Vendor Packet.

42. **NEGOTIATIONS** – The District may choose to award a contract based on the original submission or move to negotiations. Because the District may choose not to enter into negotiations and/or request a best and final offer, all offerors are to assume the original submission, and any subsequent communication with the District, may be considered a final offer.

43. **NON-WARRANTY OF PROPOSALS** – Due care and diligence has been exercised in the preparation of the RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this RFP. The District reserves the right to request additional information from any proposer(s) after the submission date.

44. **ENTIRE AGREEMENT** – This Agreement, Vendor's completed MISD Vendor Packet (including all certifications therein), the procurement solicitation issued by MISD, the portion(s) of Vendor's proposal submitted in response to MISD's procurement solicitation that are accepted in writing by MISD, and the attached and incorporated addendum and/or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement. In the event of a conflict between or among the documents that form this Agreement, the following order of precedence shall apply: (1) Vendor's completed MISD Vendor Packet (including all certifications therein); (2) this Agreement; (3) the procurement solicitation issued by MISD; (4) the attached and incorporated addendum or exhibits, if any; and (5) the portion(s) of Vendor's proposal submitted in response to MISD's procurement solicitation that are accepted in writing by MISD. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

45. **NO AGENCY OR ENDORSEMENTS –** MISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of MISD and is not an employee, agent, joint venturer, or partner of MISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between MISD and Vendor or MISD and any of Vendor's agents. Vendor agrees that MISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

46. **RECORD RETENTION** – Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to MISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by MISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by MISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed. When federal funds are expended by MISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit their final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed if any litigation, claim, or audit is started before the expiration of the three-year period.

47. **RIGHT TO AUDIT** – MISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to MISD in connection with Vendor's work for MISD and shall be open to inspection and subject to audit and/or reproduction by MISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of (a) Vendor's compliance with this Agreement and the requirements of the solicitation, (b) compliance with MISD procurement policies and procedures, (c) compliance with provisions for computing billings to MISD, and/or (4) any other matters related to this Agreement.

48. **SAFETY** – Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by MISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by MISD. Vendor shall indemnify and hold MISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

49. **SEVERABILITY –** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

50. **SUBCONTRACTORS** – If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to MISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between MISD and any such subcontractor, nor shall it create any obligation on the part of MISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

51. **WAIVER** – No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

52. **CUSTOMER SUPPORT; WEBSITE SUPPORT** –

a) Vendor shall provide timely and accurate technical advice and sales support to MISD and MISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to MISD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by MISD.

b) Vendor agrees to cooperate with MISD in publicizing contract particulars on MISD's website. Vendor agrees to work with MISD in updating and maintaining current information on Vendor's activities related to the Agreement on the website. Vendor agrees to provide an electronic version of its logo for use on MISD's website upon request and to provide other information as reasonably requested by MISD to help ensure that MISD's website is current and consistently updated.

53. **WORKFORCE** – Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on MISDs property, nor may such workers by intoxicated or under the influence of alcohol or drugs on MISD's property.

54. **PROTESTS** -- Any vendor who submitted a proposal may appeal MISD's award, if the appeal is based on deviations from laws, rules, regulations, or MISD Board policies. MISD Board Policy GF (Local) applies to any vendor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a vendor shall submit a complaint/appeal form by hand-delivery, electronic communication, including email and fax, or U.S. mail, to MISD's Purchasing Department. Complaints/appeals must be received by the close of business on or before the 15th MISD business day of the date the vendor first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance. In the event a vendor is unsure about the award of the contract, it is the vendor's responsibility to contact the MISD Purchasing Department on the next business day after the award is announced and verify details concerning the award.

55. **RESPONSIBLE VENDOR** – A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein. *See* "Certification of Compliance as a Responsible Contractor – 2 C.F.R. § 200.318" within MISD Vendor Packet.

56. **RESPONSIVE PROPOSAL** – Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

57. **CAPTIONS** – The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

58. **CATALOG DISCOUNTS** – In the event of a catalog discount type proposal, Vendor may be allowed to make additions and/or deletions from Vendor's offerings on an annual basis during the Agreement renewal period, in MISD's sole discretion, provided the item(s) substituted are of a-like quality and category. These changes will be compliant with the format of Vendor's original proposal (*i.e.,* manufacturer name, product category, or entire catalog discount). MISD will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these proposed changes on company letterhead within the given timeframe. If MISD, in its sole discretion, accepts Vendor's proposed changes, such changes will remain in effect for the entire year until the next renewal period.

59. **FORCE MAJEURE** – Neither MISD nor Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been

terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, MISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of MISD's contractual, legal, or equitable rights.

60. **DISTRICT PROPERTY** – In the event of loss, damage, or destruction of any property owned by or loaned by MISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify MISD and pay to MISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of MISD's determination of the amount due. If Vendor fails to make timely payment, MISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by MISD.

61. **DELIVERY RESPONSIBILITY** – The District will not be responsible for any material(s) being delivered or services performed without a purchase order, signed by an authorized representative of the District.

62. **SHIPPING REQUIREMENTS** – The successful vendor shall take all necessary actions to assure that orders are shipped promptly, to include partial shipments where appropriate. *See* Agreement section entitled "Delivery Terms." Vendor shall package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: a) Vendor's name and address; b) District's name, address and purchase order number; 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 (must accompany all goods delivered). The packing slip (or shipping ticket) must state clearly the District's purchase order number, packing slip number, number of items, stock number, destination of delivery, and delivery date. Vendor shall bear all costs of packaging.

63. **DELIVERY TERMS**: a) The title and risk of loss of the goods shall not pass to the District until the later of the District's actual receipt and issuance of written acceptance of the goods at the point or points of delivery, as indicated by the District, or the District's payment of the applicable invoice; b) Delivery terms are Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery, unless delivery terms are specified otherwise; c) The place of delivery shall be that set forth on the District purchase order; d) Vendor must provide goods or services within the dates indicated on the purchase order. The terms of this Agreement are "no arrival, no sale."

e) Vendor shall ship ordered products promptly after the receipt of the purchase order, sufficiently in advance such that all items can be delivered within the specified delivery time, according to the District's purchase order. If a product cannot be shipped within that timeframe, Vendor shall promptly notify MISD in writing of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. MISD may cancel the order if the estimated shipping time is not acceptable to MISD, in its sole discretion. If the successful vendor is unable to provide the requested item within a mutually acceptable time, the District reserves the option to purchase the outstanding item(s) from an alternate source.

64. **DELIVERY AFTER RECEIPT OF ORDER (ARO)** – Vendor's proposal must show the number of days required to deliver the item(s) to the specified District location under normal conditions after receipt of an order (ARO). Delivery time will be considered in the District's evaluation process.

65. **WARRANTY** – All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of MISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, descriptions, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by MISD and any sample(s) furnished by Vendor during the procurement process. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation. All equipment and products provided by Vendor shall be new and the latest model. No remanufactured, demonstrator, used, or irregular product(s) will be considered for purchase unless otherwise agreed in writing by an authorized representative of MISD. The manufacturer's standard warranty will apply unless otherwise specified. All products should be supplied complete, ready to be installed, including all cabling and connectors where applicable. Vendor shall not limit or exclude any implied warranties. Any attempt to do so shall render this Contract void at the option of the District, in its sole discretion. 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 Seller, if any. In the event of a conflict between the specifications, drawings, standards, and descriptions, the specifications shall govern.

66. **INTER-LOCAL AGREEMENTS & OPEN MARKET PURCHASES** – If the proposal goods and/or services are available at a lower price and/or better delivery time, Vendor agrees that the District reserves the right to purchase these items through an inter-local agreement or in the open market, if the District determines (in its sole discretion) that doing so is in its best interest. *See* Agreement section entitled "Use by Other Entities."

67. **SUPPLIER'S WARRANTY RESPONSIBILITY** – The successful vendor(s) is ultimately responsible for and must assure the District that any warranty service shall be performed to the satisfaction of the District, regardless of whether the successful vendor or his/her agent performs the warranty work. If there is a question of whether it is the responsibility of the successful vendor or the manufacturer to repair a given defect, then it shall automatically become the successful vendor's responsibility to see that the repair(s) is made to the satisfaction of the District in its sole discretion.

68. **REPLACEMENT PARTS** – Warranty replacement parts may be refurbished.

69. **WARRANTY WORK AND GENERAL TERMS OF WARRANTIES** – The District's purchase order(s) will be issued to the successful vendor(s). The successful vendor(s) has the ultimate responsibility of ensuring the delivery of complete, full functioning products that meet the District's specifications in all details and are free of defects in materials and workmanship. The successful vendor warrants such products against all defects in materials and workmanship by the manufacturing company(ies)/successful vendor. *See* Agreement section entitled "Warranty."

70. **DEFECTIVE WORKMANSHIP** – If defective workmanship and/or materials is found after acceptance and payment has been made, the successful vendor(s) shall replace and/or repair the defective component(s), as required by the District and to the District's satisfaction, both in the sole discretion of the District, at Vendor's own cost, within a reasonably prompt amount of time (under no circumstances to exceed ten (10) District business days), and at no extra cost to the District. *See* Agreement section entitled "Vendor Non-Performance."

71. **PENALTIES** – Upon refusal of the successful vendor to make satisfactory and timely adjustment(s) (in the sole discretion of the District), the District reserves the right to claim and recover from said successful vendor by due process of law, such sums as may be sufficient to correct the error or make good the defect in material and/or workmanship. *See* Agreement section entitled "Vendor Non-Performance."

72. **MISD VENDOR PACKET CERTIFICATIONS AND FORMS** – Vendor acknowledges and agrees to all certifications and forms included within the MISD Vendor Packet ("Certifications"), which is incorporated by reference herein, by submission of its proposal, including, but not limited to, the following:

Criminal History Review (Ch. 22 Contractor Certification: Contractor Employees Form: Prior to commencing any work under this Agreement, if Vendor contracts with MISD to provide services, Vendor must comply with all requirements relating to criminal history information required by Tex. Educ. Code Chapter 22. Vendor must also ensure subcontractors' compliance with Tex. Educ. Code, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at MISD locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify MISD in writing within three (3) business days. If MISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by MISD through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on MISD's project/contract. The criminal history record information review obligation applies if Vendor contracts with MISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

Minority & Women's Business Enterprises (MWBE), Historically Underutilized Businesses (HUB), and Small Business Enterprise (SBE) Participation: MISD encourages the use of MWBE, HUB, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as MWBE, HUB, and SBE participants. Proposers shall indicate on their submitted proposals whether or not they are a MWBE, HUB, or SBE vendor and with whom they are certified, e.g., state, city, federal. Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) entities are encouraged to attach a copy of the HUB Certification when responding to this proposal invitation.

Resident Vendor Preferences: MISD may apply applicable preferences for Texas resident proposers in the event of a tie bid. Preferences must be explicitly claimed by proposer and may not be applicable in all procurements and/or contracts, including those involving federal funds unless specifically authorized by federal regulations. See Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

Certificate of Interested Parties (Form 1295): Must be filled out electronically with the Texas Ethics Commission's online filing application. *See* "MISD Certificate of Interested Parties – Form 1295" form within MISD's Vendor Packet.

Conflict of Interest Questionnaire (Form CIQ): Must be filled out. *See* "MISD Conflict of Interest Disclosure Statement" form within MISD's Vendor Packet.

IRS W-9: In order to receive payment under this Agreement, Vendor shall have a current I.R.S. W-9 Form on file with MISD.

73. **USE BY OTHER ENTITIES:**

a) Pursuant to applicable law, including the Interlocal Cooperation Act Chapter 791 of the Texas Government Code), MISD may permit other governmental entities to "piggy-back" onto an existing contract between MISD and Vendor entered into as a result of this RFP. In the event that the Vendor's proposal becomes an awarded Agreement, the Vendor's proposal, including pricing information, may be provided to a requesting governmental entity desiring to establish separate, independent contracts with Vendor. Vendor expressly agrees that MISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities. Governmental entities are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between MISD and Vendor. However, there is no obligation on either party to participate unless both parties agree. If another governmental entity chooses to utilize a contract established by this procurement solicitation and subsequent Agreement, contracts will be awarded individually by those governmental entities, and goods/services would be provided under the same contract pricing and purchasing terms established by this procurement solicitation. Any such separate, independent contract developed as a result of this procurement solicitation and/or the Agreement is exclusively between such other governmental entity and Vendor and shall have no effect or impact on MISD or MISD's contract with Vendor. It is expressly understood that MISD shall in no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section.

b) **Central Texas Purchasing Alliance (CTPA) and Educational Purchasing Cooperative of North Texas (EPCNT) Vendor Acknowledges:**

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

a. *Membership*. Midlothian Independent School District is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 70 school districts in Texas representing over 1.5 million students, sharing information, services, and contractual opportunities. Educational Purchasing Cooperative of North Texas (EPCNT/ epcnt.esc11.net) is comprised of public school districts, charter schools and Region Service Centers located in the Region 10 and 11 Education Service Center areas. CTPA and EPCNT have been 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 Independent School District may be adopted by other active CTPA and/or EPCNT 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.

74. **INSURANCE REQUIREMENTS** –Vendor shall provide MISD with copies of certificates of insurance, naming MISD as an additional insured, including, as a minimum, the coverage listed below. The Contractor shall not commence any portion of the work under this Contract until he/she has obtained the insurance required herein and copies of such insurance certificates (including Vendor's name and address, the types and limits of liability, the effective dates of each policy, and the policy number(s)) have been delivered to and approved in writing by the District and filed in the MISD Purchasing Department. Under no circumstances shall MISD's approval of the insurance relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the Contract documents. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to MISD. Vendor shall give MISD a minimum of thirty (30) days' notice prior to any modifications, material changes, or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below.

Minimum Insurance Requirements: Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor. These requirements do not establish limits of Vendor's liability. Upon request, certified copies of original insurance policies shall be furnished to MISD. MISD reserves the right to require additional insurance should MISD deem additional insurance necessary, in MISD's sole discretion.

General Liability: $1,000,000 per occurrence

Texas Workers Compensation - AS TEXAS STATUTORY PROVISIONS REQUIRE - (with waiver of subrogation to MISD) and Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers, and other endorsements.

Statutory, and Bodily Injury by Accident: $100,000 each employee.

Bodily Injury by Disease: $500,000, policy limit $100,000 each employee.

Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage:

- $300,000 each occurrence Limit Bodily Injury and Property Damage combined
- $300,000 Products-Completed Operations Aggregate Limit $500,000 per Job Aggregate
- $300,000 each occurrence Limit Bodily Injury and Property Damage combined
- $300,000 Products-Completed Operations Aggregate Limit $500,000 per Job Aggregate

Automobile Liability Coverage: Combined Single Limit: $500,000 each person Coverage shall include:

a. All policies of insurance shall waive all rights of subrogation against the Midlothian ISD, its officers, employees, and agents.

b. Thirty (30) day written notice of modification, cancellation, or material change endorsement in favor of Midlothian ISD and its officers, employees, and agents.

c. Midlothian ISD shall be named as an "additional insured" on all insurance policies except worker's compensation.

MIDLOTHIAN ISD
INSPIRING EXCELLENCE

SPECIFIC TERMS AND CONDITIONS

AWARD OF CONTRACT

I. **Evaluative Criteria and Relative Weights:** The evaluative criteria that shall be considered by the District in its decision to award a contract are as follows:

A. Purchase price.
B. The reputation of the vendor and the vendor's goods and services.
C. The quality of the vendor's goods or services.
D. The extent to which the goods or services meet the District's needs.
E. The vendor's past relationship with the District.
F. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
G. The total long-term cost to the district to acquire the goods or services.
H. The vendor's locale in the state of Texas and employs at least 500 persons in the state of the Texas
I. Any other relevant factor specifically listed in the request for bids or proposals. (See page 9 for point distribution)

Criteria	Weight
Purchase price	0 pts
Reputation	0 pts
Quality	0 pts
District's Needs	0 pts
Past Relationship	0 pts
Use of historically underutilized businesses	0 pts
Total long-term cost	0 pts
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner (i) has its principal place of business in this state; or (ii) employs at least 500 persons in this state	0 pts
Any other relevant factor specifically listed in the request for bids or proposals (See page 9 for point distribution)	100 pts
Total	**100 pts**

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CONTRACT TERM

The term of this contract will be from March 1, 2025 through June 30, 2026 with an automatic renewal for two additional years (Final expiration June 30, 2028).

This agreement is subject to the appropriation of funds by the District in its budget adopted for any fiscal year (MISD fiscal year runs July 1 – June 30) for the specific purpose of making payments pursuant to this agreement. The obligations of the District in any fiscal year for which this agreement is in effect shall constitute a current expense of the district for that fiscal year only, and shall not constitute an indebtedness of the District beyond that fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this agreement, this agreement may be terminated.

CANCELLATION OF CONTRACT

All work performed under this contract will be subject to rigid inspection. In the event the Contractor fails to perform under the contract herein or progresses in such a manner which does not insure compliance with the contract, or if, in the judgment of the Assistant Superintendent of Business & Operations, the Contractor is not carrying out the provisions of the contract in its true intent and meaning, under the terms of this contract, upon written notification, without penalty, the Contractor will be served notice to provide satisfactory compliance with the contract. If the Contractor neglects or refuses to follow such notice within fifteen (15) days, Midlothian Independent School District may cancel the contract.

A cancellation notice may be brought about by, but not limited to:

1. Any breach of the contract or provisions set forth in the bid specification.
2. Increased rates not agreed to in advance or as specified herein.
3. Budgetary requirements.
4. Non-Performance.

ADDITIONAL INFORMATION

For any additional information or questions concerning this proposal and specifications, please contact Shana Volentine, Director of Purchasing Midlothian Independent School District, at (469) 856-5032.

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SECTION I

SCOPE OF PROPOSAL

The Midlothian Independent School District is requesting proposals for the purchase and/or services relating to Athletics and Physical Education.

CATEGORIES

Categories included but not limited to: Athletic Supplies & Uniforms, Athletic Trainer Supplies and Equipment, Physical Education Supplies & Uniforms.

ATHLETIC SPORTS INCLUDED, but not limited to:

Football	Junior High, High School
Baseball	High School
Softball	High School
Basketball	Junior High (Boys & Girls), High School (Boys & Girls)
Track	Junior High (Boys & Girls), High School (Boys & Girls)
Volleyball	Junior High, High School
Soccer	Junior High (Boys & Girls), High School (Boys & Girls)
Swimming	High School
Tennis	Junior High (Boys & Girls), High School (Boys & Girls)
Cross Country	Junior High (Boys & Girls), High School (Boys & Girls)
Wrestling	High School (Boys & Girls)
Golf	Junior High (Boys & Girls), High School (Boys & Girls)

A vendor may propose to provide any product or service to Midlothian ISD but some may not be accepted because the District has previously published a bid or proposal for that category.

SPECIFIC TERMS AND CONDITIONS

CONTRACTS

This proposal will not be exclusive and will be awarded to multiple vendors who in the District's view offer the best combination of quality of product, availability of material, service and price. Contracts for purchase will be put into effect by means of Midlothian Independent School District purchase order(s) executed by the District's Purchasing Department during the proposal contract period. In some categories, MISD will be required to solicit three quotations from vendors qualified by this process.

NO GURANTEED ANNUAL VOLUME – This term is used because the awardees of this proposal will be used as sources of procurement in addition to several of the state regulated cooperative purchasing programs. Also, the District cannot reasonably project its total needed for these supplies that will be purchased on an as needed basis.

CATALOGS, PRICE LIST, AND/OR SHELF PRICE

1. Each vendor should, submit a copy of the vendor's catalog or price list, if available, with the proposal. **The successful vendors must furnish copies of their catalog, if available, placarded with a gummed label showing the discount being offered, the proposal number, contact person, and phone number on the front cover of each catalog and price list.**

2. Each time a new catalog is published, it should be forwarded to the Purchasing and Athletic departments. New catalogs issued during the term of the contract shall have the same discount applied and shall be placarded and distributed in the same quantities as stated above.

3. Vendors without catalogs, but wishing to submit a proposal, may complete Section I referring to current shelf price offer. Products for which shelf price cannot be guaranteed for the term of this contract shall be listed in Section III under Exceptions. However, the percentage of discount off shelf price cannot change.

RESPONSIBILITY

Midlothian Independent School District shall not be responsible for any goods delivered or services performed without a District purchase order, signed by an authorized representative of the District. Awarded vendors shall accept purchase orders by email, fax or by mail.

SPECIFIC TERMS AND CONDITIONS

INVOICES

Invoices should be submitted in duplicate to:

Midlothian Independent School District
Accounts Payable Department
100 Walter Stephenson Rd
Midlothian, TX 77375-5595

PROCESSING REQUIREMENTS

Deliveries are to be made to the Midlothian Independent School District Central Receiving Warehouse noted on the Purchase Order, unless otherwise directed.

1. Prices are to be F.O.B. DESTINATION. Any exceptions are to be listed.
2. A separate invoice is required for each purchase order number assigned.

SECTION II

SPECIFIC TERMS AND CONDITIONS

1. If goods on back order cannot be delivered within 30 days, the order may be canceled unless the vendor secures approval from the MISD Finance office. In the event that approval for delivery beyond 30 days is not secured from the MISD Finance office, the vendor shall contact the school district representative that placed the order and secure a new purchase order. Vendors who fail to deliver as promised may be removed from the quote list for one year. Delivery of purchases in good condition will be the vendor's responsibility, and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified. Delivery shall be made during District's normal working hours unless prior approval has been obtained from the District.

2. All items shipped shall be new, in first class condition, and manufacturer's latest model and design unless otherwise agreed in writing by the parties.

You may propose to provide any product or service to Midlothian ISD. Some may not be accepted in this Request for Proposal if the category has been previously advertised for Bid or Proposal.

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SPECIFIC TERMS AND CONDITIONS

SECTION III

Company Name:		
Company Address:		
City:	State:	Zip:
Taxpayer I.D. #:	Website Address:	
Telephone:	Fax:	E-mail:
Remit Address if different from above:		
Authorized Representative Name:		
Authorized Representative Signature:		

1. Company's home office location: _____
2. Legal Name of Company: _____
3. Number of years in business: _____
4. Do you currently do business with Midlothian ISD? ___ Yes ___No
5. Does your business have ecommerce (online ordering) capabilities? ___ Yes ___No
6. Do you have any pending litigation? ___ Yes ___No If yes, please attach a separate page for explanation.
7. Are you currently doing business with other Texas Public School Districts? ___ Yes ___No
   If yes, please list your top 3 districts: _____
   _____
   _____
8. Does your company accept purchase orders? ___ Yes ___No
9. Did you provide a certificate of insurance with your response? ___ Yes ___No

10. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? ___ Yes ___No

    If yes, please explain: _____

    _____

    _____

11. Is your company a small business, minority or woman-owned business enterprise?

    ___ Yes ___No If yes, please include certifications with your response.

12. How did you hear about this bid opportunity?

    ____ MISD website

    ____ MISD email, I registered online for future bid opportunities

    ____ Newspaper

    ____ Other: _____

SPECIFIC TERMS AND CONDITIONS

OFFERED OPTIONS

Vendors may respond to one and/or both offers listed below. Those vendors who offer a discount on either the shelf price or catalog price will improve their probability of selection for actual purchases and/or services.

CURRENT SHELF PRICE OFFER:

Offer to be the current shelf price of local retail establishment throughout the contract period of the proposal. Please list below or provide a list of the addresses, phone numbers and websites of all of your retail or mail order establishments participating in this proposal (Additional locations may be listed on a separate page).

Location	Address	Phone	Website

SPECIFIC TERMS AND CONDITIONS

CATALOG DISCOUNT OFFER: Read carefully.

PERCENT (%) DISCOUNT:
(Vendor does not have to give a discount to be considered a vendor. The discount may be a range of discount for different items. (*Such as 0% to 60% off shelf price or catalog price)* Fill out applicable information for your response.

1. Fixed Discount: Enter percentage _____
2. Variable Discount: Enter Range _____
3. Minimum Order for Discount _____
4. Call for Pricing _____
5. Who to call and phone, email etc. _____

_____

_____

_____

Discounts are to be effective throughout the contract period of the proposal and are to be applied to your current shelf or catalog price at time of request.

Percent (%) flat rate discount vendor will allow from shelf or catalog with all items F.O.B. destination.

MIDLOTHIAN ISD
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Evaluation Criteria: Please review the following and respond:			
#	**Name**	**Note**	**Distribution**
1	Purchase Order	Will your company accept purchase orders to initiate an order?	50 pts
2	Shipping Charges	Will shipping charges be included in your prices or charged separately?	5 pts
3	Product Availability	Will Midlothian ISD be notified if products are placed on back order or are no longer available?	5 pts
4	Minimum Order	Will a minimum order be required in order to receive the discount noted below? (No-20 pts/ $50 or less-15 pts/ greater than $50-10 pts)	max 20 pts
5	Price List/ Catalog	Can you provide the district with a price list/catalog from your company, if requested?	15 pts
6	Locations	Will pricing/discounts be honored at all business locations?	5 pts

EXCEPTIONS

All deviations to the specifications, terms and conditions, exceptions to discount offered must be noted. If the absence of any deviation noted; the vendor assures the buyer of their full compliance with specification and conditions.

Criteria Responses:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Provide any additional information/explanation on additional page(s).

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT

Vendor Application

This application does not guarantee any level of business expenditure or award by the District.

DETAILED information on attached required forms can be found on our District website under Purchasing.

This is a brief explanation of the critical forms requiring completion, signature, and submission to the district by any vendor doing business or interested in doing business with the district.

(This explanation is not to be construed to be a complete or exhaustive representation of the language of any of the following forms. Vendors are free to interpret how they choose or to have their counsel review for interpretation.)

1. Vendor Information Form
   a. This is a form that conveys to MISD the relevant information regarding vendor's company. Name, address, and a description of the goods and/or services that Vendor wishes to provide to the district.

2. Felony Conviction Notification
   a. Vendors are required to give advance notice to the district if an owner or operator of the Vendor has been convicted of a felony, including a general description of the conduct resulting in the conviction.

3. Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

   Criminal history records must be obtained regarding covered employees of entities that contract with the district to provide services to the district; covered employees with disqualifying criminal histories are prohibited from serving at the district.

4. Conflict of Interest Questionnaire
   a. This questionnaire is for vendors or persons doing business or seeking to do business with the district. All vendors must fill out the questionnaire, whether or not a conflict of interest exists.

5. Midlothian Independent School District Proposer/Vendor Certification Forms

6. Required Contract Provisions for Non-Federal Entity / Recipient and Sub-recipient Contracts Under Federal Awards – Appendix II to 2 C.F.R. Part 200

7. IRS W-9 Form
   a. This is an official form furnished by the IRS to verify the name, address, and taxpayer identification number (TIN) of a company or individual receiving payment

FELONY CONVICTION NOTIFICATION

Section 44.034, 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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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."

Subsection (c) states "This section does not apply to a publicly held corporation."

Please complete the information below:

I, the undersigned agent for the firm named below, **certify that the information** concerning notification of felony convictions has 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): _____

Authorized Company Official must check one option (A, B, or C) and sign below:

☐ A. The contractor/firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

☐ B. The contractor/firm is owned or operated by the following individual(s) who has/have been convicted of a felony: Name of Individual(s): _____

Details of Conviction(s): _____

_____

Signature of Company Official: _____ Date: _____

☐ **C.** My firm is a publicly held corporation, therefore, the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

Signature of Company Official: _____ Date: _____

CH. 22 CRIMINAL HISTORY RECORDS CONTRACTOR CERTIFICATION: CONTRACTOR/SUBCONTRACTOR EMPLOYEES

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with a school district to provide services to the school district ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors/Subcontractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to MISD; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22.

Criminal history records will be obtained by either the Contractor/Subcontractor or MISD, as follows:

(1) Contractor/Subcontractor: The only Contractors/Subcontractors who will be granted access to obtain criminal history record information are those "qualified school contractors" that (1) contract or subcontract to provide services to MISD; and (2) are determined eligible by the Texas Department of Public Safety (DPS) to obtain criminal history record information under the National Child Protection Act of 1993 (34 U.S.C. § 40101 *et seq.*) (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas, for an employee, applicant for employment, or volunteer of the "qualified school contractor." All "qualified school contractors" are required to obtain their covered employees' criminal histories, certify compliance to MISD, and obtain similar certifications from their subcontractors. Before or immediately after employing or securing the services of a person who is a "covered employee" (as defined below) the Contractor/Subcontractor shall send or ensure that the employee sends to DPS all information that is required by DPS for obtaining the person's national criminal history record information, which may include (but is not limited to) a complete set of the person's fingerprints and a recent electronic digital image photograph of the person, as required by DPS. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. For more information or to set up an account, Contractor/Subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474. Contractor/Subcontractor shall obtain all criminal history record information that relates to all covered employees through the criminal history clearinghouse as provided by Texas Government Code 411.0845. In addition, Contractor/Subcontractor shall require that each of its subcontracting entities obtains all criminal history record information that relates to its covered employees, if the subcontracting entity is also a "qualified school contractor." Contractor/Subcontractor shall: (1) provide MISD with a fitness determination (as set forth below) as to each covered employee, based on all criminal history record information obtained; and (2) certify to MISD that Contractor/Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor.

(2) MISD: All Contractors/Subcontractors who are not "qualified school contractors" (in other words, all Contractors/Subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that MISD may obtain their covered employees' criminal history record information, as applicable. Contractor/Subcontractor shall also require that any of its subcontracting entities that are not "qualified school contractors" follow the instructions listed below, so that MISD may obtain their covered employees' criminal history record information. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should MISD pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse MISD for such costs; in the event Contractor fails to reimburse MISD for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that MISD may deduct such costs from any payment due and owing by MISD to Contractor.**

Definitions:

- Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. MISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
- Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 Tex. Admin. Code §153.1101(2).
- Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that

do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 Tex. Admin. Code § 153.1101(7).

- Public Works Contractor: An entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district.
- Exception for Certain Public Works Contractors' Employees and Applicants: The criminal history record information requirements outlined above do not apply to an employee or applicant for employment of a public works contractor (as defined above) if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

(1) A conviction or other criminal history information designated by MISD; or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- National criminal history record information from the Texas Department of Public Safety criminal history clearinghouse. MISD and/or Contractor/Subcontractor may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a covered employee.

On behalf of _____ ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Midlothian Independent School District ("MISD") (and, in the case of a Subcontractor, certify to Contractor and MISD) that [**check one**]:

[ ] **OPTION A: Contractor/Subcontractor certifies that none of the employees of Contractor/Subcontractor are *covered employees*, as defined above.** For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/ Subcontractor certifies to MISD that it will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to MISD. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will ensure that these precautions or conditions continue to exist throughout the time that the contracted services are provided. If MISD, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide MISD with the name, date of birth, and any other requested information of such covered employees so that MISD may obtain criminal history record information on the covered employees, upon request by MISD.

Or

[ ] **OPTION B: Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are *covered employees*, but the criminal history record information requirements do not apply to its employees or applicants for employment because:**

(1) Contractor/Subcontractor is a public works contractor (an entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district); **and**

(2) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; **or** for an existing

instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

If this option is selected, Contractor/Subcontractor further certifies to MISD that:

(a) Contractor/Subcontractor shall ensure that the conditions or precautions that resulted in the determination that the criminal history record information requirements do not apply to its employees or applicants for employment continue to exist throughout the time that the contracted services are provided;

(b) For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to MISD; and

(c) If MISD, in its sole discretion, determines that the conditions in paragraph (1) and/or (2) above are not satisfied as to Contractor/Subcontractor, Contractor/Subcontractor will provide MISD with the name, date of birth, and any other requested information of its covered employees so that MISD may obtain criminal history record information on the covered employees, upon request by MISD.

Or

[ ] **<u>OPTION C</u>: Contractor /Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/ Subcontractor is a "qualified school contractor."** For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to MISD that it will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to MISD. If this option is selected, I further certify that:

(1) Contractor/Subcontractor certifies to MISD that Contractor/Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor. Contractor/Subcontractor provides MISD with the following fitness determination as to each covered employee, based on all criminal history record information obtained: None of the covered employees has a disqualifying criminal history.

(2) If Contractor/Subcontractor at any time receives information that a covered employee subsequently has a reported disqualifying criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify MISD in writing within 3 business days.

(3) Upon request by MISD, Contractor/Subcontractor will provide MISD with the name, date of birth, and any other requested information of covered employees so that MISD may obtain criminal history record information on the covered employees.

Or

[ ] **<u>OPTION D</u>: Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor <u>is not</u> a "qualified school contractor."** If this option is selected, I further certify that:

(1) <u>For each covered employee</u> **who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to MISD that will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to MISD**, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that MISD may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information.

(2) Contractor/ Subcontractor shall provide MISD's "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person. Any covered employee whose criminal history record information is not received by MISD at least ten (10) MISD business days prior to the start of the

services to be performed by Contractor/Subcontractor at MISD is subject to exclusion from service, in MISD's sole discretion, until his or her criminal history record information can be obtained and reviewed by MISD. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** Because Contractor/Subcontractor is not a "qualified school contractor," it will not be permitted to view the criminal history record information obtained by MISD.

(3) DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/ Subcontractor agrees that MISD will obtain all criminal history record information that relates to a covered employee through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that MISD will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by MISD through the procurement and/or contracting processes, to determine, in MISD's sole discretion, whether any covered employee(s) should be prohibited from serving at MISD. MISD will notify Contractor/Subcontractor of its determination.

(4) If MISD at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at MISD, in MISD's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by MISD through the procurement and/or contracting processes, MISD will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

Upon contract award and/or initiation of PO/contract from MISD, the winning proposer/Contractor shall complete MISD's "Contractor Criminal History Background Check Certification" form, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that MISD may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information. Contractor/ Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

If, during the term of the contract with MISD, Contractor/Subcontractor employs additional covered employees or assigns new covered employees to perform services at MISD, Contractor shall immediately notify MISD and provide MISD with all of the information listed in the preceding paragraph as to each additional covered employee, so that MISD may obtain the additional covered employees' criminal history record information. If, during the term of the contract with MISD, Contractor/Subcontractor ceases to employ a covered employee in connection with an MISD contract, whose information was previously provided to MISD, Contractor/Subcontractor shall immediately notify MISD of the same and provide MISD with each former covered employee's (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; and (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph, so that MISD may unsubscribe from that individual's criminal history record.

If MISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by MISD through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at MISD.

I also certify to MISD (and, in the case of a Subcontractor, certify to Contractor and MISD) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature	Title	Date

MISD CONFLICT OF INTEREST DISCLOSURE STATEMENT

Midlothian Independent School District (MISD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with MISD or who seeks to do business with MISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of MISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of MISD, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of MISD.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

"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. *Texas Local Government Code 176.001(3).*

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

- ***MISD Board of Trustees and Superintendent include:***

Mr. Gary Vineyard	Mr. Ryan Timm
Mrs. Tami Tobey	Mr. Mike Dillow
Mrs. Jessica Ward	Mr. Ed Harrison
Mr. Richard Pena	Dr. David Belding, Superintendent

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

*PLEASE SIGN, EVEN IF NO CONFLICT EXISTS

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Proposer/Vendor Certification Forms

a. **Certification Regarding Terrorist Organizations**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

_____ Initials of Authorized Representative of Vendor

b. **Certification Regarding Boycotting of Israel**

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, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

_____ Initials of Authorized Representative of Vendor, if applicable

c. **Certification Regarding Contracting Information**

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by MISD; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by MISD in a fiscal year of MISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to MISD for the duration of the Agreement; (2) promptly provide to MISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of MISD; and (3) on completion of the Agreement, either (a) provide at no cost to MISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to MISD.

_____ Initials of Authorized Representative of Vendor, if applicable

d. **Certification Regarding Boycotting Certain Energy Companies**

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. 2276 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).

_____ Initials of Authorized Representative of Vendor, if applicable

e. **Certification Prohibiting Discrimination Against Firearm and Ammunition Industries**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) MISD has determined that Vendor is not a sole-source provider or MISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or 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 these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* Tex. Gov't Code § 2274.001(3) of SB 19.

_____ Initials of Authorized Representative of Vendor, if applicable

f. **Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure**

MISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by MISD 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 Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." ***See* TEX. GOV'T CODE** § 2275.0101(2) of SB 1226 (87th leg.). 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.

_____ Initials of Authorized Representative of Vendor, if applicable

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY / RECIPIENT AND SUBRECIPIENT CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200

The following provisions are required and apply when federal funds are expended by Midlothian ISD for any contract resulting from this procurement process. Midlothian ISD is the subgrantee or subrecipient by definition. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between MISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), 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 (A) above, 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 ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee 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 (B) above, 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or Midlothian ISD. Midlothian ISD also reserves the right to terminate the contract immediately, 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. If Midlothian ISD terminates the contract for any reason, written notice of termination will be provided to vendor. 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 ☐ NO ☐

_____ 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 (C) above, 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 to abide by the above? YES ☐ NO ☐

_____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 recipients or subrecipients 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 recipients or subrecipients 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 recipient or subrecipient 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 subrecipient 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 recipient or subrecipient must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Midlothian ISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES ☐ NO ☐

_____ 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 recipient or subrecipient 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 (E) above, 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 ☐ NO ☐

_____ 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 subrecipient 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 subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, 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 (F) above.

Does vendor agree? YES ☐ NO ☐

_____ 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 subgrants 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 (G) above, 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 (G) above.

Does vendor agree? YES ☐ NO ☐

_____ 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 (H) above, 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 or by the State of Texas. Vendor shall immediately provide written notice to Midlothian ISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Midlothian ISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless Midlothian ISD knows the certification is erroneous.

Does vendor agree? YES ☐ NO ☐

_____ 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 (I) above, 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 by or 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended by Midlothian ISD, Midlothian ISD 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.

Midlothian ISD and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Pursuant to Federal Rule (J) above, when federal funds are expended by Midlothian ISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that (1) the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (J) above.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

(K) Consideration of Small, Minority, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by Midlothian ISD, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types;
4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 CFR § 200.215

When federal funds are expended by Midlothian ISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 during the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Midlothian ISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Midlothian ISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES– 2 CFR § 200.216

Midlothian ISD, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. Covered telecommunications equipment or services means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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); (3) telecommunications or video surveillance services provided by such entities or using such equipment; (4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of Section 200.216, covered telecommunications equipment or services also include 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. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS – 2 CFR § 200.217

If vendor is a subrecipient of Midlothian ISD, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

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 § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by Midlothian ISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES ☐ NO ☐

_____ 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 ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Midlothian ISD not to discriminate on the basis of race, color, religion, gender, national origin, age, disability, military status, genetic information, or on any other basis prohibited by law, 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.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318

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 regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(a) and (b)

To the greatest extent practicable and consistent with law, Midlothian ISD has 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) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this federal award. (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. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. "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. "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.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF DOMESTIC PREFRENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(c)

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when Midlothian ISD is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. "Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements").

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to Midlothian ISD and/or the awarding Federal agency.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

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

Vendor agrees that Midlothian ISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records of Vendor, and its successors, transferees, assignees, and subcontractors that are pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this Contract, or the Federal award in general. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES ☐ NO ☐

_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES ☐ NO ☐

_____ 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 ☐ NO ☐

_____ 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: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Federal Tax ID #: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

_ _

or

Employer identification number

_

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they