



**RFP #2425-09**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**Districtwide Counseling,**  
**Family/Community Resource**  
**Services and Educational**  
**Programs**

MISD Purchasing Department

Shana Volentine  
Director of  
Purchasing Phone:  
(469) 856-5032  
[shana.volentine@midlothianisd.org](mailto:shana.volentine@midlothianisd.org)

**Sealed Proposal Submittal Deadline**  
**May 6, 2025 by 2 p.m.**



Midlothian Independent  
School District (MISD)  
**Solicitation**

Solicitation # **2425-09**

Due Date: **May 6, 2025**

**DUE NO LATER THAN 2:00 PM (CST)  
LATE BIDS WILL NOT BE ACCEPTED**

**Request for Proposal (RFP):  
Districtwide Counseling,  
Family/Community Resource Services  
Programs and Educational Programs**

Midlothian Independent School District is receiving sealed proposals for Districtwide Counseling, Family/Community Resource and Educational Program Services, RFP# 2425-09, as per the attached specifications. **Sealed Proposals will be accepted in the Finance Office: 100 Walter Stephenson Road, Midlothian, TX until 2:00 pm, Tuesday, May 6, 2025.**

Any exceptions to or deviations from this proposal must be stated in writing at the time of the proposal opening.

All information must be clear and concise. **All required forms must be used, and all proposals are to be signed. Failure to follow these instructions could be cause for the proposal not to be accepted.**

**QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS CALL:**

**Shana Volentine  
Director of Purchasing  
469-856-5032**

**To ensure proper receipt of bid response, you must include Company Name, Bid Number, and Bid Name on outside of the delivery envelope or package.**

This Bid is a firm offer which shall be irrevocable and open for acceptance for 60 calendar days (60 calendar days unless otherwise specified) from the day set for submission of bids.



Midlothian ISD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code § 44.031 (a)(3).

## **1.0 Terms**

The term of this contract will be for one (1) year; from the date of award through June 30, 2026, with the option to renew annually for up to an additional three (3) years, beginning July 1, 2026, provided any subsequent renewal is agreed to in writing by both parties. The District has the option to renew this contract with the same terms, conditions, and rates. Contract and all supplemental contracts will expire June 30, 2029.

## **2.0 Request for Proposals (RFP) Requirements**

*Please read this entire RFP document and specifications carefully. Respondent must complete all forms and submit their bid with all appropriate attachments.*

### **2.1 Request for Proposals (RFP) Documents**

It is the responsibility of the vendor submitting a response to make certain that Midlothian ISD has the appropriate company name, authorized representatives, and contact information on file.

### **2.2 Tentative Timetable\***

Midlothian ISD anticipates following the timetable listed below for this solicitation:

Proposal Issued	April 12, 2025 (1 <sup>st</sup> run)
	April 19, 2025 (2 <sup>nd</sup> run)
Deadline-Questions	April 23, 2025 – 4:00 pm (CST)
Final Addenda	April 25, 2025 (posted by 4:00 pm CST)
Proposal Due	May 6, 2025 – 2:00 pm (CST)
Anticipated Award	May 19, 2025

*\*The information above is only an estimate and may vary*

### **2.3 Requirements for Responses**

- a) Respondents must submit solicitations by (Tuesday, May 6, 2025 at 2:00PM (CST).
- b) Midlothian ISD does not accept responses after the due date and time.

### **2.4 Rights Reserved by Midlothian ISD and Restrictions on RFP Process**

- a) Midlothian ISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- b) Midlothian ISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one

contract, or to make no awards rests solely with Midlothian ISD. Midlothian ISD may make multiple awards, and this fact should be taken into consideration by each vendor.

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

d) Midlothian ISD reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. Midlothian ISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof. Midlothian ISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District.

e) Midlothian ISD reserves the right to be the sole judge of quality, make all decisions regarding this RFP, including, without limitation, the right to decide whether a Proposal substantially complies with the requirements of this RFP.

f) The District may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Subsequent proposals will have the same proposal number followed by an alpha character (i.e., Proposal XXXX-A). Vendors that have responded successfully to the original or a subsequent proposal do not have to respond to other subsequent proposals.

## 2.5 Questions and Clarification

a) Questions regarding the requirements specified in this solicitation must be submitted to [shana.volentine@midlothianisd.org](mailto:shana.volentine@midlothianisd.org) by the deadline date.

b) Midlothian ISD **will not** answer verbal questions; any responses to a prospective vendor's questions will be posted on the Midlothian ISD Business Department page - <https://www.midlothianisd.org/departments/finance/purchasing/bids-rfps-csps-rfqs>.

## 3.0 Special Terms and Conditions

This portion of the RFP includes instructions on the format vendors must follow in preparing and submitting their responses. It further identifies how questions should be raised and will be addressed.

### 3.1 Compliance with Terms and Specifications

Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP. Any exceptions to the terms, conditions and/or specifications shall be conspicuously noted by the Vendor in writing on the provided deviations form and shall be



included with the response. Each vendor, by submitting a response, represents that they have read and understand the RFP.

### **3.2 Required Response Format**

Responses should be direct, concise, complete, and unambiguous. Please ensure that you respond to all documents and attachments in this RFP.

### **3.3 Interpretation**

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

### **3.4 Submission Deadline**

Proposals shall be received no later than the submittal day and time deadline. No provisions or exceptions are made for late submissions due to the actions or consequences of the Vendor or a third-party. Any responses received after the submittal deadline date and time will be disqualified.

### **3.5 Submission Format**

Midlothian ISD will accept bids and proposals received in the Finance Office by the stated deadline. Faxed or emailed proposals will not be accepted.

### **3.6 Vendor Information**

The Vendor is responsible for ensuring that Midlothian ISD has the appropriate company name, authorized representatives, and contact information on file.

### **3.7 Addendum**

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

### **3.8 Disqualification**

A Vendor may be disqualified before or after the responses are unsealed, 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. Additionally, responses submitted without all specified required components may not be considered and may be disqualified.

### **3.9 District Locations**

School District locations may be added or removed based on District need as determined by Midlothian ISD during the contract period. A list of the current campus/facility addresses may be found at <https://www.midlothianisd.org/our-schools>

### **3.10 No Return of Responses; Withdrawal of Responses**

Once submitted, Midlothian ISD will not return responses to vendors. A Vendor may withdraw their response that has been submitted prior to the submittal deadline.

### **3.11 Open Records Policy**

CONFIDENTIAL INFORMATION: If a Respondent submits any information considered to be proprietary, trade secret, or otherwise confidential, the Respondent must identify all such information in the bid by clearly marking each page containing confidential information with the words "Confidential Information." If the Respondent fails to identify confidential information as set forth in this paragraph, it agrees that by submission of its response that the entirety of the response shall be deemed non-confidential and non-proprietary and shall be made available to the public upon request. All responses and parts of responses which are not marked as confidential will automatically be considered public information after the contract is awarded.

Respondents should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before submitting a response. Midlothian ISD assumes no liability or responsibility for release of any information not properly identified and documented as confidential pursuant to the requirements set forth herein.

In the event Midlothian ISD receives a request for portions of a response marked as "Confidential Information" as specified above, Midlothian ISD shall forward such request to the Office of the Texas Attorney General for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act. Midlothian ISD will notify Respondent whose response is the subject of the request when the information is forwarded to the office of the Attorney General. Midlothian ISD assumes no obligation for asserting legal arguments on behalf of Respondent. Respondents are advised that Midlothian ISD is obligated to comply with the decision of the Attorney General, including any such decision calling for the release of information marked as "Confidential Information" by a Respondent.

### **3.12 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.

### **3.13 Responsive Submissions**

Submissions shall be deemed responsive if it meets or exceeds the provisions of the bid solicitation, including specifications and/or scope of work.

### **3.14 Demos/Interviews**

Midlothian ISD reserves the right to create a short list of vendors based on factors listed in the evaluation criteria. Interviews may be scheduled with short listed vendors.

### **3.15 Environmental Initiatives**

Midlothian ISD is committed to reducing waste and promoting energy conservation. Toward that end, vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

### **3.16 Similar Products**

Whenever an article or material is defined by Midlothian ISD 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 or comparable quality, design and efficiency (as applicable).

## **4.0 Scope and Specifications**

### **4.1 Scope Description:**

Midlothian Independent School District is seeking programs/services to enhance the well-being and academic success of its students and families. The scope of this solicitation encompasses the following areas:

#### **Educational Programs:**

- Deliver curriculum-aligned programs focusing on character education and life skills
- Promote academic achievement
- Provide substance abuse prevention and intervention programs

#### **Family/Community Resource Services:**

- Provide coordinated community resources to students and families, including mentoring and social services
- Connect students and families to critical educational and community-based resources by identifying specific needs of students to maintain their focus on education
- Monitor student level data and track outcomes

The selected provider(s) will be expected to:

- Maintain confidentiality and adhere to ethical standards in all interactions with students and families
- Collaborate with Midlothian Independent School District staff to ensure seamless integration of services

- Utilize evidence-based practices and stay current with research in counseling and educational support
- Provide regular reports on program outcomes and effectiveness
- Adapt services to meet the evolving needs of the Midlothian Independent School District community
- Conduct ongoing evaluation and continuous improvement of all programs and services

## 4.2 Insurance Requirements

When applicable, the Vendor shall maintain liability insurance, including coverage for non-owned automobiles, Workers' Compensation, and employer's liability insurance, to adequately protect Midlothian ISD from any resulting damages, liabilities, claims, losses, and expenses (including attorney's fees). Vendor agrees to submit certificates of insurance evidencing its insurance coverage when requested by Midlothian ISD.

## 5.0 Evaluation and Award

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible vendor(s) whose response(s) is/are determined, after evaluation by a committee of Midlothian ISD administrators and educators, to be the best value for the District. To qualify for evaluation, a response must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP solicitation.

### 5.1 Evaluation Criteria

A committee selected by the Midlothian ISD Purchasing Department will review and evaluate all responses and make a recommendation for contract award. This recommendation will be based on the following factors, in accordance with Texas Education Code § 44.031:

Evaluation Criteria	Point System
Purchase price Offer a fair reasonable price for goods or services to be procured by Midlothian ISD.	25
Reputation of the Vendor and of the Vendor's goods or services Vendor should have a solid reputation with other ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods/services	20



<b>Evaluation Criteria</b>	<b>Point System</b>
Quality of the vendor's goods or services	20
Extent to which the goods or services meet the district's needs	10
Vendor's past relationship with the district or similar size district. If no experience with the District, then with an entity of similar size and scope.	5
Long-term cost to the district to acquire the Vendor's goods or services	5
Whether the Vendor's Principal place of business is in the state of Texas, or employs 500 people in this state.	0
The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
Extent to which the Vendor agrees to and/or deviates from Midlothian ISD's Solicitation Information and Instructions, Standard Terms and Conditions and Special Terms and Conditions	10
Any other relevant factor specifically listed in the solicitation.	5
<b>TOTAL</b>	<b>100 points</b>

## 5.2 Formation of Contract

A response to this solicitation is an offer to contract with Midlothian ISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted, evaluated, and awarded by Midlothian ISD, including Midlothian ISD Board of Trustees approval, when required.

## 5.3 Non-Exclusive Contract

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 Midlothian ISD. Midlothian ISD 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 Midlothian ISD's sole discretion.

## 5.4 Awards

Awards will be made to the successful vendor(s) in part or all of products and services submitted. Awards will be based on the criteria set forth within this document. Midlothian ISD reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to Midlothian ISD. Midlothian ISD shall comply with the Texas Public Information Act in the event Midlothian ISD receives an open records request for information relating to responses submitted in response to this RFP.

## 5.5 Purchase Orders

Purchase orders will be issued on an as-needed basis. The district will not be responsible for any products and/or services rendered without a Midlothian ISD purchase order signed electronically by authorized District personnel and/or proper authorization by the district's purchasing Department. Requests for items will originate at each campus or department and the subsequent purchase order will be processed only by the Midlothian ISD Purchasing Department.

Please note that **items and/or services are not to be delivered/provided to Midlothian ISD without an approved purchase order.** If your company provides an item and/or service without a properly drawn Midlothian ISD purchase order, you are not guaranteed payment and the item/or service you provided **could be constituted as a donation.**

## 5.6 Invoices

Invoices shall show the Midlothian ISD purchase order number, copy of signed delivery ticket (when applicable), and bid name, and shall be emailed directly to [accounts\\_payable@midlothianisd.org](mailto:accounts_payable@midlothianisd.org).

## 5.7 Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the Midlothian ISD Department 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 Midlothian ISD Department for the delayed delivery. If defective or incorrect goods are delivered, Midlothian ISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to Midlothian ISD. 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.

### **5.8 Payment Terms**

Payment will be made upon receipt and acceptance by Midlothian ISD of item(s) ordered or services rendered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from the receipt of this payment.

### **6.1 Pricing**

Vendors must provide pricing and details for their goods/services as requested in the solicitation.

### **6.2 Tax Exemption**

Midlothian ISD is exempt by law from the payment of Texas and Local Sales Tax and Federal Excise Tax. Responses should not include any such taxes.

### **6.3 Percentage Discount**

If applicable, respondents should provide a discount off shelf, catalog, price list and/or website. The actual cost to Midlothian ISD will be the price less the percent discount quoted by the vendor in this proposal. Completing the Discount Section – If offering current shelf, catalog, list, or website pricing only, with no additional discounts, so indicate on the Discount Section of the proposal form in the 'PERCENTAGE DISCOUNT' column with 0% as the discount to be taken from the purchase total. The discounts requested will be a percentage off (-) current shelf, catalog, website and/or published price list(s).

### **6.4 Firm Pricing**

Firm pricing is requested for the first (1) term of the contract. Notice of any changes thereafter must be submitted in writing to the Director of Purchasing, at least thirty (30) days prior to the effective date of the increase. Invoices with price changes that did not receive prior approval from the Purchasing Department will not be honored. If during the term of the contract, the vendor's costs are lowered and such savings are passed along to other customers, it is understood and agreed that the benefits of such reduction shall be extended to Midlothian ISD.

### **6.5 Freight / Delivery / Inspection & Acceptance**

All deliveries shall be **F.O.B. Destination and Inside Delivery**. Deliveries shall be made during Midlothian ISD Regular Hours.

A purchase order(s) shall be generated by Midlothian ISD to the Vendor. The purchase order number must appear on all itemized invoices and packing slips. Midlothian ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.

## **7.1 Required Document(s) and Information**

Please complete the Required Documents in this solicitation packet.

### **7.1 Details and Questions**

Proposal should include information for the following categories and questions (where applicable to your goods and/or services):

#### *Pricing:*

- Outline the details and cost of your program and/or services

#### *Qualifications and Expertise:*

- Demonstrated experience providing program services in K-12 educational settings
- Proven track record in developing and implementing educational programs aligned with curriculum standards
- Expertise in family resource services and community engagement within school districts

#### *Comprehensive Program/Service Delivery:*

- Proposed approach to crisis intervention and suicide prevention programs
- Strategy for implementing character education and life skills programs

#### *Family and Community Engagement:*

- Proposed classes and workshops addressing specified topics
- Strategy for providing community resource information
- Approach to coordinating events and strengthening school-home partnerships

#### *Evidence-Based Practices and Innovation:*

- Approach to staying current with research and incorporating innovative practices
- Plan for ongoing evaluation and continuous improvement of programs and services

*Collaboration and Integration:*

- Strategy for collaborating with Midlothian Independent School District staff and existing programs
- Plan for seamless integration of services into the school environment
- Proposed methods for maintaining communication with school administration and teachers

*Reporting and Accountability:*

- Proposed system for tracking and reporting program outcomes and effectiveness
- Plan for maintaining confidentiality and adhering to ethical standards
- Strategy for adapting services to meet evolving needs of Midlothian Independent School District
- Approach to conducting regular assessments and providing feedback to district leadership

*Implementation Timeline and Capacity:*

- Detailed timeline for implementing all aspects of the proposed services
- Demonstration of adequate staffing and resources to meet Midlothian Independent School District's needs
- Plan for scaling services to accommodate potential growth or changes in demand
- Strategy for ensuring consistent service delivery across all district schools and programs

**Questions**

1. What curriculum-aligned programs focusing on character education and life skills do you propose for Midlothian Independent School District? How will these programs be implemented?
2. How will your company/organization support the community?
3. How do you stay current in your program/service?
4. Describe your system for tracking and reporting program/service outcomes and effectiveness to Midlothian Independent School District leadership.

5. Do you provide translation and/or interpretation services to support non-English speaking families in Midlothian Independent School District?
6. Outline your strategy for implementing mentoring initiatives to support at-risk students and promote academic achievement in Midlothian Independent School District.
7. Describe your approach to providing substance abuse prevention and intervention programs tailored to the needs of Midlothian Independent School District students.
8. Do you offer parenting classes and workshops on topics such as effective communication, behavior management, and supporting children's academic success in Midlothian Independent School District?
9. Describe your strategy for coordinating family engagement events to strengthen school-home partnerships within Midlothian Independent School District.
10. How will you ensure confidentiality and adherence to ethical standards in all interactions with students and families in Midlothian Independent School District?
11. Outline your approach to conducting ongoing evaluation and continuous improvement of all programs and services provided to Midlothian Independent School District.



Dear Vendor:

Midlothian ISD wishes to be a good customer and pay for authorized bills in a timely manner. Achieving this goal will require that we inform MISD vendors of the procedures necessary to be a good customer and still follow State Purchasing Law and Board Policy:

*Board Policy CH (Local)*

*The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted budget, state law. Board policy and the District's purchasing procedures (CE). The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts. All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.*

All purchases from Midlothian ISD must be on a properly drawn purchase order issued by the Purchasing Department. To be paid, you must have a Midlothian ISD purchase order that was issued before the goods/services are ordered, delivered or the services rendered. In the event that an order for merchandise or services is placed without a purchase order, Midlothian ISD will not be responsible for payment of the goods or services and you will need to invoice the person that placed the order.

We need your help with the following:

Invoices:

1. All invoices should be mailed to Midlothian ISD, Attn: Accounts Payable, 100 Walter Stephenson Rd., Midlothian TX 76065 or emailed to [accounts\\_payable@midlothianisd.org](mailto:accounts_payable@midlothianisd.org). Mailing your invoice to the MISD Business Office facilitates timely payment. Obtaining an original invoice that was delivered or mailed to another address will delay payment.
2. All invoices should reference a valid PO number.
3. All orders must be full/complete. We will not pay partials orders.

Delivery (when applicable):

1. All goods/services should be delivered to the designated address, as stated on the Purchase Order (these could be various campuses/departments throughout the district). C.O.D. shipments will not be accepted.
2. Transportation or shipping charges, if any, must be included as part of the purchase order or contract.



Any changes to an issued purchase order involving price, amounts ordered or items ordered may be changed only by the Purchasing Department in writing: Please call 469-856-5032 or email [shana.volentine@midlothianisd.org](mailto:shana.volentine@midlothianisd.org) to help on your purchase.

Please note that this letter serves as notice that Midlothian ISD will not be responsible for any merchandise/goods or services purchased or delivered without an authorized MISD purchase

## **DISTRICT PROFILE**

Midlothian Independent School District is located in the North Central region of Texas approximately 25 miles south of Dallas. Midlothian ISD has a current enrollment of over 11,400 students at eight elementary schools, three middle schools, two high schools and an alternative campus. We are a fast growth district with more than 1,250 faculty and staff. Midlothian ISD is one of the largest employers in the community.

### **Midlothian Independent School District campuses:**

- Elementary
  - ❖ Baxter, Coleman, Irvin, Longbranch, McClatchey, Miller, Mt. Peak, Vitovsky
- Secondary
  - ❖ Dieterich MS, Frank Seale MS, Walnut Grove MS, Heritage HS, Midlothian HS, The MILE





### **General Vendor Information**

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:		
Discount (if applicable):		

1. Company's home office location is: \_\_\_\_\_
2. Legal name of company: \_\_\_\_\_
3. Number of years in business: \_\_\_\_\_
4. Do you currently do business with Midlothian ISD? ☐ Yes ☐ No
5. Do you have any pending litigation? ☐ Yes ☐ No If yes, please attach a separate page explaining.
6. Is your company able to service MISD locations?  
☐ Yes ☐ No If no, please explain \_\_\_\_\_
7. Do you have experience working with other school districts in Texas? ☐ Yes ☐ No
8. Does your company accept purchase orders? ☐ Yes ☐ No
9. Did you provide a certificate of liability 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
11. How did you hear about this bid opportunity? ☐ MISD e-mail ☐ Newspaper ☐ Other:



## BID FORM

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Representative Contact name: \_\_\_\_\_

**Select which service(s) you are submitting your proposal for evaluation:**

\_\_\_\_ Family/Community Resources

\_\_\_\_ Educational Prevention Programming

**Required proposal information to include with paperwork for each service (where applicable):**

- Information for scope of work
- Question response section
- Breakdown of cost associated with your service
- Any additional information you would like to include

*\*This information is required for each service domain you submit for evaluation.*

**By signing below, you agree to participate in this bid with Midlothian ISD and you attest to the terms, representations and certifications listed in this bid:**

**Submitter's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Submitter's Name/Title:** \_\_\_\_\_

**Name of person responsible for Bid:** \_\_\_\_\_

**(Typed or printed)**

## REFERENCES

Please provide at least three (3) references that have used your company for the same goods/services Midlothian ISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address, as well as a brief description of the nature of business associated with the reference.

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>Address:</b>	<b>Brief Description of Business with Company:</b>

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>Address:</b>	<b>Brief Description of Business with Company:</b>

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>Address:</b>	<b>Brief Description of Business with Company:</b>

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is **NO** Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**HOUSE BILL 89 – SECTION 2270.001 VERIFICATION**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or Business Name) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2270:

Does not boycott Israel currently; and will not boycott Israel during the term of the contract the above-named company, business or individual with Midlothian Independent School District.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SENATE BILL 252 – CHAPTER 2252 VERIFICATION**

Effective September 1, 2017 contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Midlothian Independent School District's Purchasing Department.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

**7** Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**NOTE: FORM MUST BE COMPLETE WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.**

## FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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".

**This notice is not required of a Publicly Held Corporation.**

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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 (Printed): \_\_\_\_\_

Check one of the following and sign as appropriate.

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

☐ My firm is not owned or operated by anyone who has been convicted of a felony.

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_

## VENDOR DEBARMENT STATEMENT

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

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Name of Company (Please Type/Print)

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Mailing Address	City	State	Zip
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Printed Name (Please Type/Print)

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Signature	Title
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Telephone Number	Fax Number	Date
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## STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

**My signature certifies that the accompanying Proposal:**

1. Is not the result of, or affected by, an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
2. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupation qualification reasonably necessary to the normal operations of the Seller, The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
3. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer.
4. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Seller shall include the provisions of the foregoing paragraphs 2, 3 and 4 in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller:

NAME OF SELLER:

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ADDRESS:

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CITY & STATE:

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NAME: (Print)

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Signature:

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TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## EDGAR CERTIFICATIONS

### ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### TO WHOM IT MAY CONCERN:

**MIDLOTHIAN ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to MIDLOTHIAN ISD along with your proposal.**

The following certifications and provisions are required and apply when MIDLOTHIAN ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 MIDLOTHIAN ISD expends federal funds, MIDLOTHIAN ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).**

Pursuant to Federal Rule (B) above, when MIDLOTHIAN ISD expends federal funds, MIDLOTHIAN ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. MIDLOTHIAN ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if MIDLOTHIAN ISD believes, in its sole discretion that it is in the best interest of MIDLOTHIAN ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by MIDLOTHIAN ISD as of the termination date if the contract is terminated for convenience of MIDLOTHIAN ISD. Any award under this procurement process is not exclusive and MIDLOTHIAN ISD reserves the right to purchase goods and services from other vendors when it is in MIDLOTHIAN ISD's best interest.

Does Vendor agree? YES \_\_\_\_ Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when MIDLOTHIAN ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES \_\_\_\_\_Initials of Authorized Representative of Vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does Vendor agree? YES \_\_\_\_\_Initials of Authorized Representative of Vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

**ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when MIDLOTHIAN ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by MIDLOTHIAN ISD resulting from this procurement process.

Does Vendor agree? YES ☐ Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or 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, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (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 ☐ 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 member 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 ☐ 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.

Does Vendor agree? YES \_\_\_ Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (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 for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_ Initials of Authorized Representative of Vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by MIDLOTHIAN ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When MIDLOTHIAN ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES ☐ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that Vendor 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.

Does Vendor agree? YES ☐ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES ☐ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does Vendor agree? YES ☐ Initials of Authorized Representative of Vendor

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

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_