MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
100 Walter Stephenson Rd
Midlothian, Texas 76065

RFP # 2324-09-A
REQUEST FOR PROPOSAL
OPERATIONS SUPPLIES, EQUIPMENT & SERVICES

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MISD Purchasing
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Proposal Submittal Deadline
Tuesday, October 7, 2025 by 2:00 PM

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

Solicitation #	**2324-09-A**
Due Date:	October 7, 2025
DUE NO LATER THAN 2:00 PM (CST)	
LATE BIDS WILL NOT BE ACCEPTED	

REQUEST FOR PROPOSAL (RFP): Supplemental A
Operations
Supplies, Equipment, & Services
(Maintenance, Custodial, Transportation)

DISTRICT PROFILE

Midlothian is a fast-growing city in northwest Ellis County, Texas with a population of more than 31,500. The city is 25 miles (40 km) southwest of Dallas. It is the hub for the cement industry in North Texas, as it is the home to three separate cement production facilities, as well as a steel mill. Midlothian Independent School District (MISD) includes two comprehensive high schools, a CTE center, three middle schools, and eight elementary schools. MISD covers an area of approximately 112 square miles. The District currently serves approximately 11,590 students and employs approximately 1350 employees. The mission of Midlothian ISD is to educate students by empowering them to maximize their potential. We inspire excellence today to change the world tomorrow. We believe that safe, engaging, rigorous, and diverse learning environments provide the best opportunity for students to reach their fullest potential. We believe a high-quality staff with appropriate resources is essential to creating educational experiences that promote student success. We believe that effective communication, purposeful collaboration, and strong partnerships create an atmosphere of trust and a strong sense of community vital to student achievement.

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PART 1.0 – NOTICE OF INTENTION

The Purchasing Department of the Midlothian Independent School District ("MISD" or the "School district") is conducting this procurement to establish a contract(s) for **Operations (Maintenance, Custodial, Transportation) Supplies, Equipment, & Services.** Contract(s) issued between Midlothian ISD and the successful proposers shall be for a period of one (1) year, with MISD having the option to renew the Agreement for additional years in one (1) year increments, with a final expiration of June 30, 2029. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term. Vendors are requested to submit a response offering their total line of available products and services that are commonly purchased by school districts and other public, not-for-profit agencies and organizations.

Pursuant to Government Code 2254 – Subchapter A, this Request for Proposal (RFP) is intended to solicit Proposals with the intent of the Midlothian ISD to select the Respondent(s) demonstrating the **best overall value** to the District and to enter into a single or multi-awarded contract with a qualified vendor(s) to provide services to Midlothian ISD.

Proposals will be received until **2:00 p.m. on Tuesday, October 7, 2025.**
Proposals received after closing time will be disqualified.

During the selection process, the District will rank all statements of professional qualifications submitted. Interviews/presentations may be requested from selected vendors. The most qualified Vendor(s) will be recommended to the Board of Trustees'.

Number of Copies:	Submit one (1) copy of the signed proposal sheets, certifications, and supporting data.

Proposals will be opened in accordance with Texas Education Law 44.031. However, the proposals will be "under evaluation" until final awards are determined. The District will select Vendor(s) for additional information, including proposed fees and prices for fulfilling the general conditions.

PART 2.0 – Request for Proposal Requirements

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

2.1 Request for Proposal (RFP) Documents

MISD Purchasing Department documents are made available via the MISD webpage to anyone who wishes to submit a response. The MISD Purchasing Department website is located at Midlothian ISD - Business/Purchasing/Bids (RFPs, CSPs, RFQs)

2.2 Tentative Timetable

MISD anticipates following the timetable listed below for this solicitation:

Item	Activity	Date & Time
1	Solicitation starts to advertise (1st run)	September 13, 2025
2	Solicitation advertised (2nd run)	September 20, 2025
3	Deadline for Questions (4:30 pm)	September 23, 2025
4	District Responses to Questions (4:30 pm)	September 25, 2025
5	Proposal Due Date	October 7, 2025 @ 2:00pm
6	Anticipated Board Approval	October 20, 2025

The table above is only an estimate and may vary.

2.3 Procurement Method

MISD is utilizing the Request for Proposal (RFP) method of procurement in accordance with Texas Education Code Section 44.031 (f), Request for Proposal. For information regarding the RFP process, contact Shana Volentine of the Purchasing Department at 469-856-5032.

2.4 Requirements for Return of RFP Responses

Respondents must submit RFPs by the established deadline (day and time). Please refer to the "Instructions to Vendors" section to ensure that you submit all required information to MISD. MISD does not accept responses after the due date and time.

2.5 Rights Reserved by MISD and Restrictions on RFP Process

a) MISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposal.

b) Should funds for the services provided under the contract not be appropriated in a given District Fiscal Year, MISD may terminate the contract.

c) MISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors.

d) 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 vendors prior to award of a contract pursuant to this RFP.

e) MISD 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. MISD further reserves the right to accept, reject, or negotiate modifications in any terms

of a proposed vendor's response or any parts thereof. MISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District. MISD also reserves the right as sole judge of quality and equality.

2.6 Questions and Clarification

a) Questions regarding the requirements specified in this solicitation must be submitted via e-mail to Shana Volentine. In the subject line type: "Questions" followed by the solicitation number and title.

b) MISD will not answer verbal questions; Question responses/Addendums will be posted on the district website at: MISD - Business/Purchasing/Bids (RFPs, CSPs, RFQs)

PART 3.0 – INSTRUCTIONS TO VENDORS

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

3.1 Compliance with 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 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 appropriate section of the vendor's submitted response. Each vendor, by making its response, represents that the vendor has read and understands the RFP and the Agreement.

3.2 Required Response Submission Format

Responders must submit one (1) complete set of the sealed RFP to the Midlothian ISD Purchasing Department and a copy of proposal on a flash drive prior to the response due date and time as described in the Request for Proposal. Failure to submit the necessary completed documents may result in the RFP being declared nonresponsive to specification and may not be further evaluated. All submittals must be written in ink or typed. Mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the RFP submission. No oral, telegraphic, telephonic, e-mailed, or facsimile RFPs will be considered. Responders must provide all documentation required with the RFP response. Failure to provide this information may result in rejection of the RFP. For additional instructions related to RFP Preparation, please see the General Conditions contained herein.

3.3 General Corporate Financial Information

Vendor agrees to provide MISD with the following financial information if requested by MISD at any point during the procurement process, including before or after contract award: If public, the vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the vendor's audited financial statements for the past two years (if available). A vendor's failure to provide this financial information may impact the MISD Administration's recommendation to the MISD Board of Trustees for the award of the contract.

3.4 Online Submission Web Page Link

Not Applicable

3.5 Addendum

Any interpretations, 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. Addendums will be uploaded to the same location as the RFP posting on the District Website. All vendors shall comply with the requirements specified in any addendum issued by MISD.

3.6 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.

3.7 Environmental Initiatives

MISD is committed to reducing waste and promoting energy conservation.

3.8 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.

3.9 No Return of Responses

Once submitted, MISD will not return responses to vendors.

3.10 Non-Collusion Statement

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 or of any other vendor, or to fix any overhead, profit or cost element of said response price, or of 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 response are true.

3.11 Open Records Policy

MISD is a governmental body subject to the Texas Public Information Act. Responses submitted to MISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify 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 to confidentiality will not be accepted. MISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors.

3.12 Preferences

MISD may apply applicable preferences for Texas resident vendors in the event of a tie bid. Preferences must be explicitly claimed by vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by MISD in a Child Nutrition Program. *See* Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

3.13 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.

3.14 Responsive Submittals

Submissions shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

3.15 Similar Products

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 or comparable quality, design, and efficiency (as applicable).

3.16 MISD is tax-exempt

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

3.17 Sole Source

In order to become a Sole Source Vendor, a vendor must meet the requirements of Texas Education Code § 44.31 (j) Sole Source, as described below.

Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process, or monopoly.
- Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment.
- Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of $15,000.

It is incumbent upon the School district to obtain and retain documents from the vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with MISD as a Sole Source Vendor, MISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

Please mail this information to:

Midlothian Independent School District
Attn: Purchasing Office
100 Walter Stephenson Rd
Midlothian, Texas 76065

MISD reserves the right to decide if your company is a qualified Sole Source Vendor.

3.18 Conflict of Interest (CIQ Form – must be filled out and attached to response)

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:

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

(i) a contract between the local government entity and vendor had been executed; or

(ii) the local government entity is considering entering into a contract with the vendor.

(b) If the vendor has given a local government officer of MISD, or a family member of the officer one or more gifts that have an aggregate value of $100 in the 12-month period preceding the date the officer becomes aware that:

(i) A contract between the local government entity and vendor had been executed; or

(ii) The local government entity is considering entering into a contract with the vendor.

3.19 Interlocal Cooperation Act

It is the intent of MISD to allow other governmental entities, including other School Districts, to "piggyback" onto any existing contract between MISD and Vendor entered pursuant to this RFP. Accordingly, as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, other governmental entities that have entered an Interlocal Agreement with MISD are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between MISD and Vendor.

PART 4.0 – SCOPE & SPECIFICATIONS

4.1 Request for Proposal Defined

MISD is utilizing the Request for Proposal (RFP) method for the procurement of these goods in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals. For information regarding the RFP process, contact Shana Volentine of the Purchasing Department at 469-856-5032. Interested vendors should respond to this RFP and submit responses to MISD.

4.2 Scope of Services

Midlothian ISD is looking to obtain responses from vendors that can provide **Operations (Maintenance, Custodial and Transportation) Supplies & Equipment.**

4.3 Specifications

It is the intention of MISD to establish a contracts with qualified Vendor(s). Vendor(s) shall provide these goods under the terms of this RFP and the Contract set forth in Section 6.0 Contract Terms and Conditions.

4.4 Estimated Expenditures

The estimated total value of the contract is determined by the amount of Supplies & Equipment required by the district.

4.5 Submission

To assist in the evaluation process, your Proposal response shall be submitted in the following order, with each section clearly identified:

Section I:	Summary
Section II:	Proposal Response Index
Section III:	Part 7: Attachment A: Operations Supplies & Equipment Questionnaire
Section IV:	Responder's Price List, catalog or website link information
Section V:	Part 8 Attachments

4.6.1 Section I: Executive Summary

The Responder shall provide a brief summary introducing their response, highlighting any specific areas that are considered of importance, and their commitment to Midlothian ISD to providing a product(s) that will meet the District's requirements.

4.6.2 Section II: Proposal Response Index

The Responder shall provide a *Proposal Response Index* that provides the section numbers and headings, and the page numbers for each heading, allowing for ease in locating specific pieces of information within the response.

4.6.3 Section III: Response to Part 7: Operations Supplies & Equipment Questionnaire (starts on page 19).

4.6.5 Section IV: Responder's Price List

Responder's pricing information, catalog and/or website information for such pricing. Additionally, if any future purchase requires a contract, the District reserves the right to tender its own contract which shall incorporate the requirements of the district and the successful Responder's responses. The Responder must list any special provisions or clauses that it would like to have considered in a resulting contract and an explanation of the intent of such special provision or clause. The Responder may provide a copy of their standard contract with the Proposal Response.

4.7 Evaluation of Qualifications, Negotiations, and Contract Award

THIS IS A REQUEST FOR PROPOSALS, and as such, an award will be made to the Responder(s) who is/are BEST QUALIFIED TO SERVE THE DISTRICT.

MISD reserves the right to negotiate a contract with any Responder.

The District anticipates notifying the Board of Trustees of its recommendation at their regularly scheduled board meeting in July 2024.

4.7 Contract Special Requirements, if applicable

4.7.1 Description and Purpose

Midlothian Independent School District ("MISD" or the "District") will engage with the qualified firm(s), hereby known as "Contractor", in accordance with the instructions, terms and conditions, and requirements/specifications contained in the associated solicitation and the negotiated contract agreement.

4.7.2 Term of Contract

The contract(s) is based upon Board notification of the selected Responder(s) and will begin after award by the Board of Trustees and will remain in effect throughout the one-year initial term and possible four renewal terms (final expiration 6/30/2029)

PART 5.0 – EVALUATION AND AWARD OF RESPONSES

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

5.1 Evaluation Criteria and Score Sheet

A committee selected by MISD will review and evaluate all responses and make a recommendation to the MISD Board of Trustees. MISD will base a recommendation for contract award(s) on the following factors, in accordance with Texas Government Code § 2254: and, in accordance with Texas Education Code § 44.031:

Criteria	RFP 2324-09 Operation Supplies & Equipment Evaluation Criteria and Scoring Sheet	Maximum Points Attainable
1. Quality of the Vendors Product.	Based on reputation of product and reliability.	20
2. Ability to Meet District's Needs	May include but is not limited to: ● Vendor's acceptance to District's standard terms and conditions and special terms and conditions. ● Impact on District based on any Vendor's stated exceptions or deviations from the District's standard/special terms and conditions and requirements. ● Response time to service requests	15
3. Price/Discount	Vendor(s) with Best Value Offering Multiple Discounts/Free Shipping, etc. (50 points) Vendor(s) Offering Single Discount (40 points) Vendor(s) offering no Discounts (30 points).	50
4. Past Relationship with District	• Previous Business with District (8 points) • No Previous Business with District (4 points)	8
5.	• References	7

	• Maximum Points Attainable	100

5.2 Awards

Awards will be made to the successful vendor for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. MISD shall comply with the Texas Public Information Act in the event MISD receives an open records request for information relating to responses submitted in response to this RFP.

5.3 Competitive Range

It may be necessary for MISD to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

5.4 Estimated Quantities

MISD makes no guarantee or commitment of any kind concerning quantities that will be purchased. MISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

5.5 Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the MISD address listed on a Purchase Order. If delivery is not or cannot be made within proper time frame, the awarded vendor must receive authorization from the issuing MISD Department 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.

5.6 Formation of Contract

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/response does not become a contract unless and until it is accepted by MISD after approval by the MISD Board of Trustees.

5.7 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 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.

5.8 Pricing

MISD requires that the pricing submitted to be set for duration of the contract. MISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one 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.

PART 6.0 – GENERAL TERMS AND CONDITIONS

The words "bids," "Request for Proposal," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, Request for Proposal, quotes, and other procurement solicitations to which they are attached. The term "Vendor" means each awarded vendor chosen by MISD.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/response forms issued in connection with this solicitation. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE SUPPLIER RESPONSE.** Responses 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 ("MISD") and Vendor, having submitted a response to a procurement solicitation issued by MISD and whose response 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:

6.1 Agreement Terms; Amendment

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. Further, 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.

6.2 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.

6.3 Buy America Act

MISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

6.4 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.

6.5 Catalog Discounts

In the event of a catalog discount type solicitation, 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 response (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.

6.6 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 if 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 § 14.52). 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.

6.7 Confidentiality

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 subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability MISD, its 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.

6.8 Contract Term

The contract shall be in effect from the date of the approval through June 30, 2026. The contract shall be renewable and/or negotiable, for four (4) additional years beyond the term of the original RFP contract period, with both parties in agreement.

6.9 Criminal History Review (SB 9 Contractor Certification: Contractor Employees Form; SB 9 Contractor Certification: Subcontractor Form – must be filled out and returned, if applicable)

Prior to commencing any work under the Agreement, if Vendor contracts with MISD to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at MISD; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). 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.

6.10 Customer Reference List

Vendor agrees to submit a customer reference list upon request by MISD.

6.11 Customer support

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.

6.12 Entire Agreement

This Agreement, the procurement solicitation issued by MISD, and Vendor's response submitted in response to MISD's procurement solicitation, and the attached and incorporated addendum 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 understanding, oral or written, between the parties to this Agreement. In the event of a conflict between the procurement solicitation issued by MISD and Vendor's response submitted in response to MISD's procurement solicitation, MISD's procurement solicitation shall control. 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.

6.13 Equal Opportunity

It is the policy of MISD not to discriminate on the basis of race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, 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 Agreement 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 Agreement.

6.14 Force Majeure

Neither MISD or 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.

6.15 Governing Law and Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Midlothian, Ellis County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

6.16 MISD 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.

6.17 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD MISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by MISD.

6.18 Insurance (if applicable)

Successful Vendor, as a part of his/her proposal, shall provide proof of insurance showing, 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 certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the contract documents.

- Comprehensive General Liability: $500,000 each person
- Bodily Injury Liability: $1,000,000 each occurrence
- Property Damage Liability: $100,000 each occurrence
- Workmen's Compensation: * AS STATUTORY PROVISIONS REQUIRE

* If vendor does not provide Workman's Compensation, a letter explaining alternate benefits should be included with the proposal.

Automobile Liability Insurance:

- Comprehensive Automobile Liability: $500,000 each person
- Bodily Injury Liability: $1,000,000 each occurrence
- Property Damage Liability: $100,000 each occurrence

Umbrella Liability:

- Minimum Limits: $1,000,000 each occurrence
- Bodily Injury Liability: $1,000,000 aggregate
- Excess: $1,000,000

Coverage shall include:

a. Waiver of subrogation endorsement in favor of the District and its Agents.
b. Thirty (30) day written notice of cancellation or material change endorsement in favor of the District and its Agents.
c. The District shall be named as additional insured on the successful vendor's policy(ies).

6.19 Interpretation

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.

6.20 Invoices; Payments

Invoices shall be directed to MISD's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during MISD's fiscal year in which the good(s) and/or services are purchased. 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.

Invoices are to be mailed for payment of delivery to:
Midlothian ISD
Accounts Payable Department
100 Walter Stephenson Rd
Midlothian, Texas 76065

Or emailed to accounts_payable@midlothianisd.org

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

6.22 Multiple Contract Awards; Non-Exclusivity
MISD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion 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. 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.

6.23 New Products
New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior 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.

6.24 No Substitution
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.

6.25 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.

6.26 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.

6.27 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. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at 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.

6.28 Penalties

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's response or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, MISD may take the following action(s), in MISD's sole discretion, and Vendor agrees to comply with MISD's action(s):

1. insist that Vendor honor the quoted price(s) specified in Vendor's response.
2. have Vendor pay the difference between Vendor's price and the price of the next acceptable response (as determined by MISD).
3. 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
4. recommend to MISD's Board of Trustees that Vendor no longer be given the opportunity to submit a response to MISD and/or that this Agreement be terminated.

6.29 Performance

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement. MISD reserves the right to conduct reviews of vendor performance at any time during the contract period.

6.30 Performance and Payment Bonds

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. MISD will include the performance and payment bonds requirement in the specifications section of any solicitation if performance bonds and/or payment bonds are required.

6.31 Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by MISD.

6.32 Prices

All prices in Vendor's response shall be firm for the Term of the Agreement. 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 response; 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).

6.33 Quantities

Because all commodities will be provided on an "as needed" basis, MISD makes no representation either orally or in writing to the number of commodities, services, or related items MISD will use during the Term of the Agreement.

6.34 Records 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 § 200.333. 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.

6.35 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
(d) any other matters related to this Agreement.

6.36 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.

6.37 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.

6.38 Shipments

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by MISD. If a product cannot be shipped within that timeframe, Vendor shall notify MISD 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.

6.39 Software Maintenance

Maintenance, support, hosting, and other services associated with software purchased pursuant to this procurement solicitation may be renewed on an annual basis indefinitely, in Midlothian ISD's sole discretion, subject to appropriation of sufficient funding for such services in Midlothian ISD's annual budget and any necessary approvals by Midlothian ISD's Administration and Board of Trustees.

6.40 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 bylaw.

6.41 Taxes

MISD 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 is a political subdivision of the State (Tax Identification Number 1-74-6001850)

6.42 Tax Responsibilities of Vendor and Indemnification for Taxes

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.

6.43 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of MISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, MISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of MISD. MISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. MISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if MISD believes, in its sole discretion that it is in the best interest of MISD to do so. 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. 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.

6.44 Title and Risk of Loss

Whenever MISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of MISD's acceptance of the item or payment of the applicable invoice.

All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination (Inside Delivery)**, Midlothian Independent School District, Midlothian, TX unless otherwise specified herein and shall be included in all pricing in Vendor's response unless otherwise clearly stated in writing in Vendor's response.

6.45 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.

6.46 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, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by MISD. 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 solicitation procurement.

6.47 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 MISD's property, nor may such workers by intoxicated or under the influence of alcohol or drugs on MISD's property.

Part 7- ATTACHMENT A (2324-09-A)

Operations Supplies & Equipment Questionnaire

Vendor Must Provide the Following Information:

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

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. a. Is your principal place of business located in the State of Texas? □ Yes □ No
   b. Does your business employ more than 500 people in the State of Texas? □ Yes □ No
6. Does your business have ecommerce (online ordering) capabilities? □ Yes □ No
7. Do you have any pending litigation? □ Yes □ No If yes, please attach a separate page explaining.
8. Is your company able to service MISD locations - Midlothian surrounding area?
   □ Yes □ No If no, explain exceptions _____
9. Do you have experience working with other school districts in Texas? □ Yes □ No
10. Does your company accept purchase orders? □ Yes □ No
11. Did you provide a certificate of insurance with your response? □ Yes □ No
12. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? □ Yes □ No
13. Is this company a minority, or woman-owned business enterprise? □ Yes □ No, if yes, please provide certificate/documentation of this distinction.

14. How did you hear about this bid opportunity? □ MISD e-mail □ Other: _____
□ Newspaper

PRICE DELIVERY INFORMATION

Company Name: _____

Sales/Service Representative Name and Contact Info: _____

_____

Supplies/Equipment Description: _____

1. Please Choose (Check) One of The Following Methods:

   A. ( ) Percentage Discount Off List Price: _____% Off
   (Vendors may submit one discount, or a discount range, for example 0-20%)
   B. ( ) Supplies and Equipment Will Be Offered At Shelf Price (0.0% Discount).

2. Please Choose (Check) One of the Following Delivery Methods:

   A. ( ) Vendor Will Deliver Supplies at No Charge to MISD Warehouse
   B. ( ) Vendor Will Deliver and Add Freight Charges to final Invoice.
   C. ( ) Vendor Chooses Not to Deliver to MISD

In Addition to Operations Supplies & Equipment, My Company can Furnish Various Maintenance Services to MISD as Follows:

3. Service Description(s): _____

   _____

   A. ( ) Percentage Discount off Service List Price: _____% off
   (Vendor may submit one discount, or discount range, for example 0-20%)
   Rate per hour: $_____with discount

   B. ( ) Rate per hour: $_____(0.0% Discount)

   C. Tradesman/License? Yes: _____No: _____

4. Does your company offer online catalog availability? Yes: _____No: _____

   If yes, provide web site: _____

5. Do you have a walk-in (retail) store for will-call purchases? Yes: _____No: _____

6. Our company can offer a discount of _____% for shelf/catalog purchases.
   All catalogs distributed to Midlothian ISD will be labeled on the cover with the applicable discount(s).

Define your company's return policy: _____

EXCLUSIONS

If there are categories of supplies, equipment, and services that are not eligible for discount please indicate categories in the space provided below:

_____

REFERENCES

Please provide at least three (3) references that have used your company for the same goods Midlothian ISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address.

Company Name:	**Contact Name:**
Telephone:	**Email:**
Address:	**Brief Description of Business with Company:**

Company Name:	**Contact Name:**
Telephone:	**Email:**
Address:	**Brief Description of Business with Company:**

Company Name:	**Contact Name:**
Telephone:	**Email:**
Address:	**Brief Description of Business with Company:**

TOP TEN (10) PRODUCTS/SERVICES

Please provide a description and pricing for the top ten (10) products your company sales to public school districts.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Catalog website: _____

PART 8.0 – REQUIRED ATTACHMENTS

All the following attachments must be completed and returned along with all attachments and any other information that you feel would be of benefit to your proposal.

PROPOSAL DOCUMENT

Having carefully examined the RFP Notice, General Terms, and Conditions, and Specifications, the undersigned Respondent's Agent hereby proposes and agrees to furnish goods/services in strict compliance with the terms, conditions, and specifications at the prices quoted. The Respondent affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Respondents in the award of this RFP.

EXCEPTION FORM (If any)

Please provide any special notes or exceptions to the terms, conditions, or specifications:

_____

_____

_____

_____

Company Name: _____

Please print or type Name and Title of Person Authorized to sign:

Name (please print or type): _____

Title: _____

Authorized Signature:_____ Date of Signature:_____

Address:_____

City:_____ State:_____ Zip Code:_____

Phone Number:_____ Fax Number: _____

Email Address: _____

PURCHASING PROCEDURES

I. Vendor Qualifications

The Purchasing Office shall verify product and service quality, company performance, insurance and warranty standards**.** On-campus solicitations are not allowed. Promotional materials and catalogs must be distributed via the Purchasing Office.

II. Purchase Orders

All purchases shall be executed by a Midlothian I.S.D. purchase order, signed by the proper authorities and shall conform to the terms of that contract. **No unauthorized changes may be made to a Purchase Order after issuance. Backorders are not allowed**. ***Orders placed without an authorized Midlothian ISD PO are not the financial responsibility of the district. Purchase Order number must be included on all invoices, packing slips & other correspondence.***

III. Invoicing

Original invoices should be addressed to Midlothian I.S.D., Attn: Accounts Payable, 100 Walter Stephenson Rd., Midlothian, TX 76065, **having the authorizing purchase order noted on it. Invoices sent to any other location run the risk of delayed payment. Invoices may be emailed to: accounts_payable@midlothianisd.org**

IV. Statements

When used, a monthly statement should be sent to Midlothian I.S.D., Attn: Accounts Payable, 100 Walter Stephenson Rd., Midlothian, TX 76065. Payments will only be made from original invoices, however.

V. Payment

Checks will be mailed via US Postal service once per week after the checks have been issued. Checks will not be held for pick-up, hand-carried to the vendor, or issued outside of the scheduled check run.

VI. Pricing and Freight

Goods or services purchased by Midlothian I.S.D. purchase order shall be considered delivered and freight prepaid unless especially noted on the bid, contract, or purchase order. Changes of prices are not allowed without written authorization from the purchasing authority.

VII. Warranty

When goods or services sold in Midlothian I.S.D. have no written warranty statement or disclaimer or warranty presented to the purchasing authority, a one-year parts and labor warranty will be assumed to be a part of the contract of purchase.

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.

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:_____

Date:_____

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.

_____

Name of Company (Please Type/Print)

_____

Mailing Address City State Zip

_____

Printed Name (Please Type/Print)

_____ _____

Signature Title

_____ _____ _____

Telephone Number Fax Number Date

TX SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code: Effective September 1, 2021, contracts with companies who discriminate against firearm and ammunition industries is prohibited.

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, SB 19, Chapter 2274, Section 2274.001, certify that the company named does not discriminate against firearm and ammunition industries. If at any time the company named above discriminates against firearm and ammunition industries, I will immediately notify the Midlothian Independent School District's Purchasing Department.

TX SENATE BILL 13- SECTION 2274.002 VERIFICATION

Pursuant to Section 2274.002, Texas Government Code: Effective September 1, 2021, contracts with companies who boycott energy companies.

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, SB 13, Chapter 2274, Section 2274.002, certify that the company named does not boycott energy companies and will not boycott energy companies during the term of the contract. If at any time the company named above boycotts and energy company, I will immediately notify the Midlothian Independent School District's Purchasing Department.

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.

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

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor, or potential competitor:
3. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

LEGAL COMPLIANCE

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules, and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to Midlothian ISD?

YES _____ NO _____

Signature below certifies accuracy of answers to all sections on this page.

_____

Authorized Signature Printed Name

_____

Company Name and Address

_____

Telephone Number Date

EDGAR CERTIFICATIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT
(NON-CONSTRUCTION CONTRACTS)

The EDGAR Certifications ("Certification") is made a part of a contract ("Contract") between the Midlothian Independent School District ("Midlothian ISD" or "District") and the vendor ("Vendor"), where such contract and Vendor are referenced on the last page of these certifications. The following certifications and provisions are required and apply when Midlothian ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of these Certifications and the terms of the underlying Contract, the terms of these Certifications shall prevail.**

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

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, 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.

_____Initials of Authorized Representative of Vendor

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.

(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)

1. **Termination for Cause:** Pursuant to Federal Rule (B) above, when Midlothian ISD expends federal funds, Midlothian ISD reserves the right to immediately terminate any contract 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.

2. **Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts:** Performance by Midlothian ISD under the Contract for years subsequent to the current budget year may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

3. **Termination for Convenience:** Midlothian ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Midlothian ISD believes in its sole discretion that it is in the best interest of Midlothian ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Midlothian ISD shall compensate Vendor for any work performed and accepted and goods delivered and accepted by Midlothian ISD as of the termination date. Any award under this procurement process is not exclusive and Midlothian ISD reserves the right to purchase goods and/or services from other vendors when it is in Midlothian ISD's best interest.

_____Initials of Authorized Representative of Vendor

(C) 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, Vendor certifies that during the term of an award for all contracts by Midlothian ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

_____Initials of Authorized Representative of Vendor

(D) 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, Vendor certifies that during the term of an award for all contracts by Midlothian ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

_____Initials of Authorized Representative of Vendor

(E) 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, Vendor certifies that during the term of an award for all contracts by Midlothian ISD resulting from this procurement process, 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.

_____Initials of Authorized Representative of Vendor

(F) 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, 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 subrecipients shall certify and disclose accordingly.

_____Initials of Authorized Representative of Vendor

(G) Procurement of Recovered Materials — Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. The requirements of Section 6002 include 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; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

_____Initials of Authorized Representative of Vendor

II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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. Vendor further certifies that it 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.

_____Initials of Authorized Representative of Vendor

III. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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).

_____Initials of Authorized Representative of Vendor

IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

_____Initials of Authorized Representative of Vendor

V. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

_____Initials of Authorized Representative of Vendor

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

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such

documents.

_____Initials of Authorized Representative of Vendor

VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

_____Initials of Authorized Representative of Vendor

BY SIGNING BELOW, THE VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Business Name:_____

Address, City, State, and Zip Code (Principal place of business):

_____

_____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Phone Number: _____ Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Instructions - Form 1295

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval, unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The following definitions apple:

1. "Interested Party" means a person:
    a. Who has a controlling interest in a business entity with whom a governmental entity contracts: or
    b. Who actively participates in facilitating the contract or negotiating the terms of the contract, including a Broker/Agent, intermediary, adviser, or attorney for the business entity.

2. "Intermediary" means "a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
    a. Receives compensation from the business entity for the person's participation;
    b. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
    c. Is not an employee of the business entity

3. "Business Entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. "Business entity" includes a for-profit or nonprofit entity. He term does not include a governmental entity or state agency.

4. "Contract" includes an amended, extended, or renewed contract.

5. "Controlling Interest" means:
    a. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
    b. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
    c. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers."

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The business entity must **print a copy** of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be **signed by an authorized agent** of the business entity, and **the form must be notarized**. The **business entity must then submit the completed, signed, notarized Form 1295 to the contracting School district**.

Again, inter-local contracts DO NOT REQUIRE a Form 1295 because governmental entities do not fall within the definition of "business entity". Notably, though, compliance with HB 1295 is required for contracts with nonprofit agencies, such as the Midlothian Independent School District.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

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)

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 . . . . . ☐

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.)

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)

Part I 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