MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT
100 WALTER STEPHENSON RD
MIDLOTHIAN, TEXAS 76065

Request for Proposal 2526-01

Fast Food/Restaurants, Food and Catering Services

Proposal Release Date: 09/27/2025

Proposal Due Date:
October 28, 2025

INTRODUCTION

Midlothian Independent School District ("MISD" or "District") is interested in receiving proposals from qualified firms to establish a list of qualified vendors that offer Food and Catering Services. THIS PROPOSAL DOES NOT INCLUDE CHILD NUTRITION. This is a multi-award bid. Midlothian ISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. Midlothian ISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

SUBMISSION OF PROPOSAL

Sealed proposals will be received in the office of the Director of Purchasing of Midlothian Independent School District, 100 Walter Stephenson Rd, Midlothian, Texas, 76065 until October 28, 2025. Faxed proposals are not acceptable.

One (1) hard copy is required and one (1) electronic copy in a .pdf format on a USB thumb drive is requested for submission**.** Mark clearly on the envelope:

"RFP 2526-01 RFP Fast Food/Restaurants, Food and Catering Services"

Attention: Purchasing Department

Midlothian Independent School District reserves the right to reject any or all proposals, to waive any technicalities, and to accept the proposal(s) that is determined to provide the best value to the School District.

PROPOSAL TERM

The initial term of this contract is effective through June 30, 2026, with (4) optional 1-year automatic renewals, with final expiration June 30, 2030. Automatic renewals will be awarded provided that the Vendor and Midlothian ISD remain in good standing and agree on any changes in pricing or procedures.

It is the district's intent to add additional vendors as they become available or enter the local market. Initial responses to the proposal are due on October 28, 2025. Supplemental solicitation dates may become available throughout the term(s) of this RFP and return dates will be designated. Proposals will be received and evaluated, and either accepted or rejected by the District. Awards will be based on the respondent's submittal meeting the requirements established herein and offerors will be notified of the District's decision upon Board approval.

Once the vendor has responded to this request and has been notified of the District's award, there is no need to respond again until the district publishes a new bid at the end of the contract period.

SPECIFICATION/SCOPE OF WORK

This proposal process is anticipated to provide the District staff with an approved list of vendors offering food and catering services to the District. The District intends to provide its patrons with catering services at a fiscally responsible cost. While the offeror cost is of great importance, proposing the lowest price will not assure award of the service. The District will demand safe, reliable, on-time and efficient services; failure to address District concerns and/or requirements for any such matter will disqualify the offeror from consideration. These services are to be provided on an "as needed" basis. The fast food/restaurants, food and catering services are including, but not limited to: Baked Goods (Donuts, Danish, Bagels, Muffins or other pastries with condiments), Platters or Trays, Boxed Lunches, Deli Sandwiches, Buffets, Pizzas, Menu Items, Desserts and Beverages. Each individual school, school group, or department will place orders using an approved purchase order. Orders are not allowed without an approved PO.

EVALUATION PROCESS

Final evaluation of this bid will be based on the weighted criteria contained in Texas Education Code 44.031-(b), and listed below.

1. the purchase price/discount	10
2. the reputation of the vendor and of the vendor's goods or services;	20
3. the quality of the vendor's goods or services;	5
4. the extent to which goods or services meet district's needs;	25
5. the vendor's past relationship with the district;	20
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;	0
7. the total long-term cost to the district to acquire the vendor's goods or services;	0
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state; and	0
9. any other relevant factor specifically listed in the request for bids or proposals. a. Certificate of Insurance - 10 b. Health Certificate - 10	20

ADDITIONAL INFORMATION

If you have questions regarding this material, or if you require additional information, contact Shana Volentine, Director of Purchasing, shana.volentine@midlothianisd.org, 469-856-5032.

Vendors who do not wish to participate in this proposal, are hereby informed that their services may not be utilized by MISD. Only those responding vendors, who may be awarded a portion of this contract, will be allowed to provide services to any MISD Campus or Facility.

FACILITY LIST

ELEMENTARY CAMPUSES			
Baxter Elementary	1050 Park Place Boulevard	469-856-6100	MIDLOTHIAN, TX 76065
Coleman Elementary	700 Hawkins Run	469-856-6700	MIDLOTHIAN, TX 76065
Irvin Elementary	600 S 5th Street	469-856-6000	MIDLOTHIAN, TX 76065
Longbranch Elementary	6631 FM 1387	469-856-6200	MIDLOTHIAN, TX 76065
McClatchey Elementary	6631 Shiloh Road	469-856-6600	MIDLOTHIAN, TX 76065
Miller Elementary	2800 Sudith Lane	469-856-6500	MIDLOTHIAN, TX 76065
Mt. Peak Elementary	5201 FM 663	469-856-6300	MIDLOTHIAN, TX 76065
Vitovsky Elementary	333 Church Street	469-856-6400	MIDLOTHIAN, TX 76065

MIDDLE SCHOOL CAMPUSES			
Dieterich MS (DMS)	2881 Ledgestone Lane	469-856-5800	MIDLOTHIAN, TX 76065
Frank Seale MS (FSMS)	700 George Hopper Road	469-856-5600	MIDLOTHIAN, TX 76065
Walnut Grove MS (WGMS)	990 N. Walnut Grove Road	469-856-5700	MIDLOTHIAN, TX 76065

HIGH SCHOOL CAMPUSES			
Heritage HS (HHS)	4000 FM 1387	469-856-5400	MIDLOTHIAN, TX 76065
Midlothian HS (MHS)	923 S 9th Street	469-856-5100	MIDLOTHIAN, TX 76065
The MILE	711 W Avenue I	469-856-5900	MIDLOTHIAN, TX 76065

DEPARTMENTS			
Administration	100 Walter Stephenson Rd	469-856-5000	MIDLOTHIAN, TX 76065
Athletics	1800 S 14th Street	469-856-5090	MIDLOTHIAN, TX 76065
Randall Hill Support Center (Operations, Technology & Food Services)	315 E Avenue E	469-856-5386	MIDLOTHIAN, TX 76065
Auxiliary Center (Transportation)	601 E Avenue E	469-856-5353	MIDLOTHIAN, TX 76065
Jenkins Early Learning Academy	700 W Avenue H	469-856-5950	MIDLOTHIAN, TX 76065

REQUIRED FORMS

- ☐ Proposal Response Forms
- ☐ Questionnaire
- ☐ References
- ☐ Conflict of Interest Questionnaire
- ☐ Certification of No-Boycott of Israel Form
- ☐ Certification Regarding Terrorist Organizations
- ☐ Felony Conviction Notification
- ☐ Criminal History Record Information/Certification for Contract Employees
- ☐ Debarment or Suspension Certification Form
- ☐ Non-Collusion Certificate
- ☐ Non-Resident Vendor Form
- ☐ Interlocal Agreement Clause (EPCNT)
- ☐ Certification Regarding Firearm Entities and Trade Associations Discrimination
- ☐ Certification Regarding Energy Company Boycotts
- ☐ IRS Form W9 – Request for Taxpayer Identification Number and Certification
- ☐ EDGAR Certifications
- ☐ Additional requested documents addressed in proposal (i.e. certificates, insurance, lists, menus, pricing, etc)

PROPOSAL RESPONSE FORM

Vendor Name _____

My company will accept a purchase order for delivery/pickup? _____ Yes _____No

Mark an (X) by all that apply to the type of service your company provides:

Bakery Delicacies	
Platters and Trays	
Boxed Lunches	
Dinner Specials	
Beverages	
Desserts	
Pizza	
Catering Services	
Other category/items or service not listed _____	

Discount/Pricing

Please check one

_____Will offer _____% discount on purchases/services made at our restaurant or catering service.

_____will sell goods/services at shelf prices posted at the time or sale price in effect at the time of purchase.

Delivery Services

Which of the following do you provide (check all that apply)?

Breakfast: _____ Lunch: _____ Dinner: _____

Does your company provide on-line ordering?

Yes: _____ No: _____

What is the average delivery time once order is placed: _____

Is there a minimum order for delivery?

Yes, amount: $_____ No: _____

Can you deliver to all MISD campus/facilities?

Yes: _____ No: _____

Is there a delivery fee?

Yes, amount: $_____ No: _____

How much notice is required for delivery orders: _____

Are disposable napkins, tableware, eating utensils and serving utensils provided?

Yes: _____ No: _____

<u>On Site Event Catering</u>

Which of the following do you provide (check all that apply)?

Breakfast: _____ Lunch: _____ Dinner: _____

Is there a minimum order for delivery?

Yes, amount: $_____ No: _____

How much notice is required for catering an event: _____

Are there charges for delivery or set-up?

Yes, amount: $_____ No: _____

Is the full menu available for events?

Yes: _____ No: _____

Are disposable napkins, tableware, eating utensils and serving utensils provided?

Yes: _____ No: _____

Restaurant/Dine-In Events

Which of the following do you provide (check all that apply)?

Breakfast: _____ Lunch: _____ Dinner: _____

Do you have a separate room on-site for events?

Yes, will accommodate: #_____ No: _____

Is the full menu available for events?

Yes: _____ No: _____

General Information

What are the days and hours of operation?

_____

What system is in place to expedite orders (i.e. internet access, telephone, fax ordering):

_____

_____

_____

Please provide your company website. If your products/services/catalog are available online, please provide that web address as well. If not, indicate N/A (Not applicable)

_____

_____

_____

Provide a list (or attach listing) of all participating restaurant/franchise locations with address and contact information:

_____

_____

_____

Provide any other pertinent information or processes that will support a successful relationship (i.e. Discounts or Special Pricing for MISD)

_____

_____

Please provide:

1. **Menu/Pricing List**
2. **Last two Health Inspection Reports**
3. **Copy of the permit from the local Health Department**
4. **Copy of Food Handling Certificate**

VENDOR DATA

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

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

Please note:

- **Vendors who do not accept purchase orders MAY not be awarded under this proposal. MISD operates on issued approved purchase orders and invoice/receipt payment net 30.**
- **Written quotes are required for all catering orders**
- **Invoices must be issued to the following email address: accounts_payable@midlothianisd.org**
- **If the vendor is contacted for a quote, it is beneficial for the quote to state the contract being used. For vendors submitting a response to this solicitation, MISD RFP 2526-01 will suffice.**
- **If Proposer Company is managed by a corporate office, only one proposal document is required for all locations (W-9 must reflect the Corporate Office Information)**
- **If Proposer Company is an independently owned franchise, one proposal document is required for each location (W-9 must reflect franchise information)**

PROPOSAL RESPONSE FORM

Midlothian Independent School District
100 Walter Stephenson Road, Midlothian, TX 76065

I / We propose to provide the services and supplies described within the Request for Proposal (RFP) and, if awarded the proposal, do agree to abide by all terms and conditions of the RFP.

I / We represent that we possess the expertise, qualified personnel, facilities, equipment, licenses, and permits necessary to properly and lawfully provide the services and supplies described herein.

I / We affirm that the proposer, the company, or any representative thereof, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, trip, favor, or service to any District employee or Board members (nor any member of a District employee's or Board member's family) in connection with a purchase or with this proposal.

I / We affirm that I am/we are duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained on this proposal, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

Pursuant to and in compliance with the project specifications and bidding requirements relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the project specifications.

_____
Authorized Company Representative Name (Printed)

_____	_____
Firm Submitting Proposal	Email Address
_____	_____
Address	Telephone Number
_____	_____
City, State, Zip	Fax Number
_____	_____
Signature of Authorized Company Representative	Email Address

QUESTIONNAIRE

Respondents are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Respondent's Questionnaire.

1. Legal name of the company: _____
   Authorized point of contact for the company:

   Name:_____ Cell phone:_____

   Telephone number: _____ Email: _____

   Address of office that would be providing service:

   _____

2. How many years has your organization been in business under its present name? _____

3. Under what other or former name(s) has your organization operated?

   _____

4. Has your organization ever failed to complete any work awarded to it? Yes_____No _____

   If "Yes", please explain: _____

5. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes_____No _____

   If "Yes", please explain: _____

6. Do you currently hold any School District contracts: Yes_____No _____?
   If "Yes", please indicate the name(s) of each school district below:
   _____

7. Do you have a net 30-day payment terms? Yes _____No _____
   If "No", please explain: _____

8. Vendor's Accounting Contact Name _____

   Phone _____ Email _____

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

_____ _____
Company Name Signature of Authorized Representative

_____ _____
Printed Name & Title of Company Representative Date

REFERENCES

List below three (3) institutions/companies for which you have provided similar services for in the past 12 months. Be sure to furnish current contact information for individuals involved with the transactions.

1. _____
   Institution/Company Name
   _____
   Street Address
   _____
   City/State/Zip
   _____
   Contact
   _____
   Telephone Number
   _____
   Email Address

2. _____
   Institution/Company Name
   _____
   Street Address
   _____
   City/State/Zip
   _____
   Contact
   _____
   Telephone Number
   _____
   Email Address

3. _____
   Institution/Company Name
   _____
   Street Address
   _____
   City/State/Zip
   _____
   Contact
   _____
   Telephone Number
   _____
   Email Address

GENERAL TERMS AND CONDITIONS (when applicable)

1. INDEPENDENT CONTRACTOR - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Midlothian Independent School District ("Owner" or "School District"). Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

2. ASSIGNMENT - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Owner. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the Owner.

3. CONFLICT OF INTEREST – The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this contract. No officer or employee of the Owner shall have a financial interest, direct or indirect, in any contract with the Owner, or be financially interested, directly or indirectly, in the sale to the Owner of any land, materials, supplies or services, except on behalf of the Owner or in compliance with the provisions of the Owner's Board Policy Manual. Any violation of this provision shall render this contract voidable at the discretion of the Owner.

4. SEVERABILITY - In case any one or more of the provisions contained in this contract 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 provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5. MODIFICATIONS - This contract can be modified only by written agreement of the parties.

6. REMEDIES - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

7. FUNDING – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the Owner, which fiscal year ends on June 30 of each year, shall be subject to School Board budget approval. Should funding not be approved by the School Board for any given budget year during the contract term, the contract will terminate and become null and void.

8. CONTRACTOR TO PACKAGE GOODS - Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address: (b) Owner's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. School District's count or weight shall be final and conclusive on shipments not accompanied by packing list.

9. PLACE OF DELIVERY - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship To."

10. TITLE AND RISK OF LOSS - The title and risk of loss of goods shall not pass to the Owner until the Owner actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

11. FORCE MAJEURE – Neither party shall be liable for delay in delivery or performance when such delay

is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the School District's Purchasing Department of the date of inception of the force majeure condition and the extent to which it will affect performance.

12. RIGHT OF INSPECTION – Owner shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

13. RIGHT TO AUDIT - Contractor agrees that the Owner shall, until the expiration of seven (7) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the Owner shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The Owner shall give Contractor reasonable advance notice of intended audits.

14. PRODUCT GUARANTEE – Contractor guarantees equipment or product offered will meet or exceed specifications identified in this Request for Proposal. The Contractor shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the Owner. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Contractor shall, upon written request from the Owner, promptly remove such equipment or product without any further expense to the Owner.

15. PATENT RIGHTS: The Contractor agrees to protect and indemnify the Owner from any claim involving any intellectual property infringement on goods and/or services supplied.

16. PRICE WARRANTY - The price to be paid by the Owner shall be that contained in Contractor's proposal, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon Owner's option, Owner shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.

17. NEW MATERIALS - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

18. SILENCE OF SPECIFICATION - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

19. INDEMNIFICATION – CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICIALS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ANY ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES, OR OTHER PERSONS FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE, ARISING OUT OF OR IN CONNECTION WITH THE

PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT ITS OWN COST AND EXPENSE DEFEND AND PROTECT THE OWNER AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

20. NON-DISCRIMINATION - Contractor will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, working conditions, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training opportunities, including apprenticeship.

21. DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. CONTRACTOR WARRANTS IT WILL FULLY COMPLY WITH ADA'S PROVISIONS AND ANY OTHER APPLICABLE FEDERAL, STATE AND LOCAL LAWS CONCERNING DISABILITY AND WILL DEFEND, INDEMNIFY AND HOLD THE SCHOOL DISTRICT HARMLESS AGAINST ANY CLAIMS OR ALLEGATIONS ASSERTED BY THIRD PARTIES OR SUBCONTRACTORS AGAINST SCHOOL DISTRICT ARISING OUT OF CONTRACTOR'S AND/OR ITS SUBCONTRACTOR'S ALLEGED FAILURE TO COMPLY WITH THE ABOVE-REFERENCED LAWS CONCERNING DISABILITY DISCRIMINATION IN THE PERFORMANCE OF THIS CONTRACT.

22. DRUG POLICY - All Owner property and facilities are “drug-free” zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in an Owner building or while on Owner property. The Contractor and its employees shall adhere to this policy.

23. TERMINATION FOR DEFAULT – Owner reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the specifications. In the event of termination, the Owner reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the contract to the next proposer providing the best value to the Owner. Any such act by the Owner shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to Owner of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the Owner for such excess.

24. TERMINATION WITHOUT CAUSE – Owner shall have the right to terminate the contract, in whole or in part, without cause at any time upon thirty (30) days prior written notice to the Contractor. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. Owner shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

25. NO THIRD-PARTY BENEFICIARY – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the Owner or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Owner or Contractor.

26. INSURANCE – The Contractor shall purchase and maintain insurance from a company lawfully authorized to do business in the jurisdiction in which the projects are located. The insurance company

shall be fiscally sound with at least an AM Best rating of A-. The contractor shall provide a certificate of insurance with their proposal. The contractor shall provide a copy of the insurance certificate naming Midlothian Independent School District as an additional insured before work begins on the Owners premises. At a minimum, the insurance certificate shall include the following coverage:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	$1,000,000.00
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	$1,000,000.00 each person
Products and Completed Operations	$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage	$1,000,000.00 each occurrence $2,000,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
Automobile Liability:	
Bodily Injury/Property Damage	$1,000,000.00 combined single limit
Property Damage	$1,000,000.00 each occurrence
Umbrella or Excess Liability	$5,000,000.00 each occurrence/aggregate

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1) Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Midlothian ISD.
2) The contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
3) The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.

27. PAYMENT BOND - For facilities construction and some services contracts, a payment bond is required for projects/contracts exceeding $25,000. The payment bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Texas Government Code, Chapter 2253 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by MISD to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety shall be a US company located in the USA. If a contract is awarded under $25,000, but subsequent change orders cause the price to exceed $25,000, a payment bond will be required immediately.

28. PERFORMANCE BOND - For facilities construction and some service contracts, a performance bond is required for projects/contracts exceeding $100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of Texas Government Code, Chapter 2253 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by MISD to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety shall be a US company located in the USA. If a contract is awarded for under $100,000, but subsequent change orders cause the price to exceed $100,000, a payment bond will be required immediately.

29. NOTIFICATION OF FELONY - The person or entity submitting a proposal must give notice to the School District, at the time of submission of the proposal, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation). See enclosed form, Felony Conviction Notification.

30. CRIMINAL HISTORY/FINGERPRINTING REQUIREMENT - If a Contractor or ANY OF THE
Contractor's employees, subcontractors, or agents will be on a school site where direct contact with students may occur, the Contractor shall send to the Department of Public Safety information that is required to obtain national criminal history records on such individuals. This may include fingerprints and a photograph. See enclosed form, Criminal History Records Information, Certification for Contractor Employees. Contractor may not allow an individual to provide services at an instructional facility if the individual, during the preceding 30 years, was convicted of any of the following offenses:

    a. A felony offense under Title 5, Texas Penal Code
    b. An offense for which a defendant is required to register as a sex offender under Chapter 62,
    Texas Code of Criminal Procedure
    c. An offense under the laws of another state or federal law that is equivalent to an offense under (a.) and (b.) above

    Questions regarding compliance with fingerprinting requirements should be directed to Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST- FACT at NCJU@txdps.state.tx.us. Emails must identifying you as a contractor/vendor to a Texas Independent School District. The Texas Department of Public Safety's telephone number is (512) 424- 2474.

31. GOVERNING LAW AND VENUE: Contractor agrees that this solicitation and any contract that may result thereof will be governed by and construed in accordance with the laws of the State of Texas without regard to conflict to law principles. Contractor agrees that the exclusive venue of any dispute or legal proceeding relating to this solicitation or any related written contract awarded will be in Ellis County, Texas.

32. ENTIRE AGREEMENT – This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements, between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

ADDITIONAL TERMS AND CONDITIONS (when applicable)

Any instance in which the General Terms and Conditions and the Specifications for this proposal do not agree; then the terms in the Specifications shall take precedence.

No employee or officer of the School District shall have a direct financial interest in any contract with the School District nor shall any employee or officer have a financial interest in the sale to the School District of land, equipment, supplies, materials, or service. Any violation of this policy will render the contract void, unless such contract is approved by the MISD Board of Trustees after full disclosure. Therefore, Proposer shall note any and all relationships that might be conflict of interest and include Form CIQ with the proposal.

Mail invoices to: Midlothian ISD, Accounts Payable, 100 Walter Stephenson Rd, Midlothian, TX 76065. All payments shall be governed by Texas Government Code Chapter 2251. The vendor who is awarded this contract will not begin the project until the School District has issued an award letter or approve purchase order.

The School District shall have the right to cancel this contract for any reason, at any time, with 30 days written notice to the vendor/contractor.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or satisfaction in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting party has knowledge of the performance and opportunity for objection.

Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code will control.

THE VENDOR/CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE DISTRICT, ITS EMPLOYEES, OFFICERS AND THE PUBLIC FROM ANY CLAIMS, DEMANDS, OR EXPENSE ON ACCOUNT OF INJURY OR PROPERTY DAMAGE ARISING OUT OF ANYTHING DONE OR OMITTED TO BE DONE UNDER THIS CONTRACT BY THE CONTRACTOR, SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM.

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. No proposal can be altered or amended after opening time.

A proposal may be withdrawn only upon request by the proposer or a duly authorized representative, provided such request is received by the School District at the place designated for receipt of proposal and prior to the time fixed for the opening of proposals.

It shall be the contractor's responsibility to make sure that all products and materials used or delivered comply with all applicable federal, state, and local laws, codes, and regulations. Contractor warrants that all products sold to the School District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

All contracts and agreements between contractor and the School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Both parties agree that venue for any litigation or disputes arising from this contract shall lie in Ellis County, Texas. All contracts and agreements will adhere to Texas Education Code regarding school district contracts and shall be governed by the laws of the State of Texas and the Uniform Commercial Code.

During the term of this contract, the contractor shall carry and pay the premium for insurance of the types and limits stated herein.

REQUIRED WORKERS' COMPENSATION COVERAGES
28 TAC 110.110(C) (7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096

From: Midlothian ISD Board Policy CV (Legal) DATE ISSUED: 1/16/2025 UPDATE 124

A district that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. Each subcontractor shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the district. *Labor Code 406.096(a)-(b)*

A district that enters into a building or construction contract on a project shall:

1. Include in the bid specifications all the duties and responsibilities of contractors pertaining to required workers' compensation coverage, using the language required by 28 Administrative Code 110.110(c)(7).

2. As part of the contract, using the language required by 28 Administrative Code 110.110(c)(7), require the contractor to perform the duties and responsibilities pertaining to required workers' compensation coverage as set out in 28 Administrative Code 110.110(d).

3. Obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.

4. Obtain from the contractor a new certificate of coverage showing extension of coverage:

    a. Before the end of the current coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and

    b. No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.

5. Retain certificates of coverage on file for the duration of the project and for three years thereafter.

6. Provide a copy of the certificate of coverage to the Texas Department of Insurance, Division of Workers' Compensation upon request and to any person entitled to a copy by law.

7. Use the language contained in 28 Administrative Code 110.110(c)(7) for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

28 TAC 110.110(c)

Exception

This coverage requirement does not apply to sole proprietors, partners, and corporate officers who meet the requirements of Labor Code 406.097(c), and who are explicitly excluded from coverage in accordance with Labor Code 406.097(a). *28 TAC 110.110(i)*

Definitions

"Persons providing services on the project" includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor

carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but is not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. *28 TAC 110.110(a)(7)*

"Project" includes the provision of all services related to a building or construction contract for a district. *28 TAC 110.110(a)(8)*

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____ _____
Name of signatory Signature Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATION OF NO-BOYCOTT OF ISRAEL FORM

This certification applies only to a contract that:

(1) is between a governmental entity and a company with ten (10) or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, (person name) _____, the undersigned representative of (company or business name) _____ (hereafter referred to as "Company"), being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, 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, except that the term does not include a sole proprietorship.

_____ _____

Company Name Signature of Authorized Representative

_____ _____

Printed Name & Title of Company Representative Date

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I, the undersigned agent for the company named below, certify that the company 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 below-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 School District.

_____	_____
Company Name	Signature of Authorized Representative
_____	_____
Printed Name & Title of Company Representative	Date

FELONY CONVICTION NOTIFICATION

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a School District must give advance notice to the District if the person or 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.

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: _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of felon(s) and description of the conduct resulting in the conviction of a felony:

_____

Signature of Company Official: _____

CRIMINAL HISTORY RECORD INFORMATION
CERTIFICATION FOR CONTRACTOR EMPLOYEES

Education Code Chapter 22 requires certain entities that contract with school districts to obtain criminal history information regarding covered employees. Contractors must certify to the school district that they have complied with these requirements. Covered employees with disqualifying criminal histories are prohibited from working at a school district. A covered employee is defined as an employee of a contractor or subcontractor who have, or will have, continuing duties related to the service to be performed at the school district and have, or will have, direct contact with students. The School District will be the final arbiter of what constitutes direct contact with students

Contractor may not allow an employee to work at an instructional facility if the employee, during the preceding 30 years, was convicted of one or more of the following offenses, if at the time of the offense, the victim was under 18 years old or enrolled at a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____("Contractor"), I certify that

[ ] None of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[ ] Some or all of the employees of Contractor and any subcontractors are covered employees. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee for projects on property.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_____	_____
Company Name	Signature of Authorized Representative
_____	_____
Printed Name & Title	Date

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (13 CFR Part 145). Entities ineligible for federal procurement are listed on the "List of Parties Excluded from Federal Procurement and Non-Federal Procurement Programs," published by the System for Award Management (SAM) (www.sam.gov).

By submitting this offer and signing this certificate, the proposer certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not, within a three-year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

4. Have not, within a three-year period, preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a proposer to provide the certification required will not necessarily result in denial of participation in this covered transaction. The proposer shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the proposer to furnish a certification or an explanation shall be reason for disqualification from participation in this transaction. The proposer shall provide immediate written notice to the School District if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Proposer's Name_____

Proposer's Address_____

Proposer's Telephone_____

Authorized Company Official's Name (Printed) _____

Signature of Company Official_____

Date_____

NON-COLLUSION CERTIFICATE

The undersigned affirms they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms and conditions have not been communicated by the undersigned nor by any employee or agent of the company, corporation, firm, partnership, or individual to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor: _____

Street Address: _____

City, State, Zip _____

Phone: _____

Proposer (Signature): _____

Proposer (printed name & title): _____

Company Officer (Signature): _____

Company Officer (printed name & title): _____

NON-RESIDENT VENDOR FORM

Texas law prohibits cities and governmental units from awarding certain contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidder's state. For information regarding this series of questions, see Texas Government Code Chapter 2252.

Section 2252.001(3) “Nonresident bidder” refers to a person who is not a resident.

Section 2252.001(4) “Resident bidder” refers to a person whose principal place of business is in this state [Texas], including a contractor whose ultimate parent company or majority owner has its principal place of business in this state [Texas].

Section 2252.002 states, A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

Pursuant to Section 2252.004, this form does not apply to a contract involving federal funds.

Is your principal place of business in Texas? Yes No (Circle One)

If no, in which state is your principal place of business? _____

If your principal place of business is not Texas, does your state favor resident bidders in your state by some dollar increment or percentage? Yes No (Circle One)

If yes, what is that dollar increment or percentage? _____

_____ _____
Company Name Signature of Authorized Representative

_____ _____
Printed Name & Title of Company Representative Date

_____ _____
Address Telephone Number

_____
City, State, and Zip Code



INTERLOCAL AGREEMENT

Several governmental entities around the Midlothian Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

_____Yes _____No

If you (the vendor) checked YES, the following will apply:

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

For information regarding the Educational Purchasing Cooperative of North Texas (EPCNT), please visit their website: epcnt.esc11.net

_____
Business Name

_____
Authorized Representative Name – Printed

_____ _____
Authorized Representative Name – Signature Date

RETURN THIS WITH PROPOSAL SUBMISSION

CERTIFICATION REGARDING FIREARM ENTITIES AND TRADE ASSOCATIONS DISCRIMINATION

Pursuant to Section 2274 of the Texas Government Code I, the undersigned agent for the company named below, certify that the company:

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

(2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

APPLICABILITY: This clause applies only to a contract that:

(1) is between a governmental entity and a company with at least 10 full-time employees; and

(2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency:

(1) contracts with a sole-source provider; or

(2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

Company Name	Signature of Authorized Representative
Printed Name & Title of Company Representative	Date

CERTIFICATION REGARDING ENERGY COMPANY BOYCOTTS

Pursuant to Section 2274.002 of the Texas Government Code I, the undersigned agent for the company named below, certify that the company does not boycott energy companies and will not boycott energy companies during the term of the Contract.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria:

(i) a “company” within the definitions of Section 2274.001(2) of the Tex. Gov’t Code;

(ii) with 10 or more full-time employees; and

(iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

The clause does not apply to a governmental entity that determines the requirements of Section 2274.002(b) of Tex. Gov’t Code are inconsistent with its duties related to debt obligations or funds as described in Section 2274.002(c) of the Tex. Gov’t Code.

Company Name	Signature of Authorized Representative
Printed Name & Title of Company Representative	Date

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

DISCLOSURE OF INTERESTED PARTIES

Certificate of Interested Parties (Form 1295) – must be completed if required, (filled out electronically with the Texas Ethics Commission's online filing application, print, sign, and submit to MISD). Vendors must follow the directions provided specifically listed on the Texas Ethics Commission web-site.

This is included to provide the necessary notice. For additional information, please go to https://www.ethics.state.tx.us/filinginfo/1295/.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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

EDGAR CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

The following certifications and provisions are required and shall apply when Midlothian Independent School District ("MISD") expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by MISD and the MISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between MISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and you must complete and return this form and return it to MISD along with your proposal:**

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, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when MISD expends federal funds, MISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

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

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

Does Vendor agree to abide by the above? YES _____Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current

prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by MISD, Vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by MISD, Vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by MISD, Vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by MISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by MISD 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.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

(J) §200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule (J) above, when federal funds are expended by MISD, Vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) above, when federal funds are expended by MISD, Vendor certifies that during the term of an award for all contracts by MISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

(L) §200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, MISD has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

PROCUREMENT OF RECOVERED MATERIALS

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

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

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by MISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When MISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of MISD not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

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

Vendor agrees that the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, Midlothian Independent School District, or any of their authorized representatives must have the right of access to any documents, papers, or other records of Vendor which are directly pertinent to Vendor's discharge of its obligations under the Contract in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion related to such documents.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL 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 Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____