



MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT REQUEST FOR PROPOSAL

You are hereby invited by the Midlothian Independent School District ("District") to submit a proposal for the category of **Operations (Maintenance, Janitorial, and Transportation) Related Contracted Services**. Proposals will be accepted by the MISD Business Office until **2:00 p.m., Tuesday, May 2, 2023**.

The enclosed Request for Proposal ("RFP") Response Form, Felony Conviction Notification, Conflict of Interest Questionnaire and W-9 form must be used to record and submit your proposal. It and any other requested information shall be submitted within an envelope clearly marked "RFP #2223-05 Operations Contracted Services".

All packets shall be **hand delivered or mailed** to:

**MIDLOTHIAN ISD
BUSINESS OFFICE
100 WALTER STEPHENSON RD
MIDLOTHIAN, TX 76065
ATTN: SHANA VOLENTINE**

Standard Terms & Conditions (See Additional Terms & Conditions, Attachment A):

1. Respondents are cautioned to read this invitation carefully, to complete all forms and submit all documents or information requested. Failing to do so may be materially non-responsive and result in non-consideration of the bid.
2. This contract, once accepted will include the period of May 2023 thru April 2024, with an option to extend contract for an additional two years. Any purchase order dated and issued within these dates will be subject to the terms and conditions of this contract.
3. Bid contracts are considered to be in force during the period stipulated by the proposal or until replaced by a subsequent proposal for the same goods/services.
4. Proposals received in the District's Business Office after the date and time specified will not be considered. The District is not responsible for lateness or non-delivery of mail carrier, etc., and the date/time stamp in the Business Office shall be the official time of receipt. Proposals **may not** be submitted by facsimile or email.
5. The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. The District also reserves the right as sole judge of quality and equality.

6. Proposals meeting the requirements of the RFP shall be considered. Respondents taking exception to the specifications or offering substitutions shall state these exceptions.
7. No right or interest in this contract or delegation of any obligation shall be assigned by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.
8. Each respondent, by making his proposal, represents that he has read and understands the RFP.
9. The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items delivered or picked up that were not authorized via this method. Therefore, the purchase order number shall appear on ALL itemized invoices and packing slips to ensure payment.
10. Itemized invoices shall be issued for only those items received. Payment shall not be due until the invoice(s) are submitted after delivery. Pursuant to Texas Government Code 2251.021, payments will be made within thirty (30) days. Invoices shall be mailed directly to: MISD Business Office, 100 Walter Stephenson Rd, Midlothian, Texas 76065, Attn: Accounts Payable or emailed to accounts_payable@misd.gs.
11. The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law. Do not include tax in any proposal totals. Tax exemption certificates will be issued upon request.
12. Each respondent must give notice to the District if a person, owner or operator of the business has been convicted of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.
13. The title and risk of loss of the goods shall not pass to the District until the District actually takes possession of the goods at either the point of sale or the point of delivery.
14. If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right upon written notice to the vendor to the following remedies (though not just limited to these): purchase the products elsewhere and/or cancel the contract.
15. Respondents shall submit all questions concerning the proposal to Shana Volentine (469) 856-5000 ext. 5032 or email – shana.volentine@misd.gs.

16. See Additional Standard Terms & Conditions - Attachment A.
17. Please note that a gift to a public servant is a Class A misdemeanor offense if the recipient is a government employee who exercises any influence in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.
18. The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the District's best interest to do so.

Submissions and Evaluation:

1. Your proposal, in order to be considered, must include the properly executed RFP Response Forms and those other items and/or attachments as specified in this document. Responses must be legible in order to be considered.
2. This proposal will be awarded to multiple vendors, creating an approved vendor list for this category. All vendors are encouraged to submit a basic price list or discount for services offered (we realize that pricing for a specific job in the future will fluctuate per the specification of the job).
3. The District will evaluate various factors to determine which vendors will be selected based on, but not limited to the following:
 - Price
 - Discounts
 - Guaranteed time of delivery
 - Percentage fill rate per order
 - The reputation of the vendor and the vendor's services
 - The vendor's past relationship with the District

The district does not award/purchase on the basis of low bid alone.

4. The District reserves the right to conduct any tests, evaluations or comparisons it deems necessary to complete the evaluation process.
5. The Board of Trustees for the District is expected to take action on this RFP on May 17, 2023. If awarded, the successful vendor(s) will be notified via email and/or information posted online - www.misd.gs on the Purchasing department page.

RFP RESPONSE FORM (Page 1)
2223-05 Operations (Maintenance, Janitorial, &
Transportation) Related
Contracted Services Proposal

To: Midlothian ISD
Attention: Shana Volentine, Purchasing/Business Office
100 Walter Stephenson Rd
Midlothian, Texas 76065

From: _____
Company Name

Address

City/State/Zip

Area Code & Phone Number

Fax Number

E-mail Address

Federal Tax Identification Number (TIN) *REQUIRED INFORMATION*

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the Instructions and Specifications contained herein, and that if accepted by the Midlothian Independent School District, all of the provisions are part of a binding contract between the MISD and our company. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm or cooperation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Owner or Legally Authorized Representative

Signature

Title

Date

RFP RESPONSE FORM (Page 2)
2223-05 Operations (Maintenance, Janitorial, &
Transportation) Related
Contracted Services Proposal

Remittance Address (if different than company address on pg. 1):

Address

City/State/Zip

Local Representative

E-mail Address

- 1) Our company will accept orders using district purchase orders. YES___ NO ___
- 2) Our company is a Historically Underutilized Business. YES___ NO ___
(If yes, please provide a copy of documentation of this certification)
- 3) Our company has provided our Certificate of Liability Insurance YES___ NO ___

CATEGORY OF SERVICES PROVIDED AND PRICING:

Pricing may be listed by hourly rate of per service call as it pertains to your type of business. We realize that pricing for a specific job in the future will fluctuate per the specification of that job, however, we request a base pricing structure at the time you submit your proposal along with any discount and terms of payment. All proposal submissions must contain general pricing information with any noted discounts or special instructions. Pricing lists are encouraged to be submitted.

Type of Contracted Service/Trade: _____

Pricing: _____

Terms of Payment: _____

Years in Business: _____

Description of Services performed by your business: _____

EVALUATION CRITERIA

Per Section 44.031(b) of the Education Code, "In determining to whom to award a contract a district shall consider;

1. Purchase price;
2. Reputation of the vendor and of the vendor's goods or services;
3. Quality of the vendor's goods or services;
4. Extent to which the goods or services meet the District's needs;
5. Vendor's past relationship with the District;
6. Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. The long total long-term cost to the District to acquire the vendor's goods or services;
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
9. Any other relevant factor specifically listed in the request for bids or proposals.

The District shall use the following criteria (applying the weighting percentages indicated for each criterion) for the selection of the proposal(s) that offers the best value to the District.

Multiple Vendors are anticipated to be awarded for this category proposal.

25 points	Cost, Pricing
20 points	Qualifications
15 points	Reputation
20 points	Experience
20 points	District Needs



Felony Conviction Notice

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code

#44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

Senate Bill 1, passed by the State of Texas Legislators, 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 owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

This notice is not required of a publicly held corporation.

I, the undersigned agent for the firm named below certify that the information concerning notification of felony conviction has been reviewed by me and the following furnished information is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name: (please print)

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): _____

Details of Conviction: _____

Signature of Company Official: _____

THIS COMPLETED FORM MUST BE RETURNED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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.



CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS
& BOYCOTTING OF ISRAEL
[Govt Code 808 (HB89) and Govt Code 2252 (SB252)]**

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

Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Initials of Authorized Representative of Vendor

Vendor's Name/Company 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: _____ Federal Tax ID # _____

MISD PURCHASING OFFICE (INTERNAL REVIEW): SB 2252 Certification

Comptroller List was reviewed and The Vendor (IS) (IS NOT) on the lists (Circle one).

Verified by: _____

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

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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.

By submitting this offer and signing this certificate, this Proposer:

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm’s Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official’s Name: _____
(*Typed or printed*)

Title of Authorized Representative: _____
(*Typed or printed*)

Signature of Authorized Company Official: _____

Date Signed: _____



EPCNT

Educational Purchasing Cooperative of North Texas

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: <http://www.new-epcnt.com/>

Business Name

Authorized Representative Name – Printed

Authorized Representative Name – Signature

Date

RETURN THIS WITH PROPOSAL SUBMISSION

CRIMINAL BACKGROUND CHECK CERTIFICATION FOR CONTRACTED SERVICE PROVIDERS

To Be Completed by MISD:

Campus/Department: _____
Contact Person: _____
Contact Number: _____
Name of Contractor/Company: _____
Term of Contract: _____ to _____

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information on covered employees. Contractors must certify to the school district that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. For more information on how to obtain criminal histories for covered employees, contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

Definitions:

Covered employee: Employee of a contractor who has or will have *continuing duties related to the contracted services* and has or will have *direct contact with students*. The school district will be the final arbiter of what constitutes direct contact with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only.

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. If it is unclear whether you or your employees will have direct contact with students, contact the Midlothian Independent School District.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in 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.

Service Contractor: An entity, including a government entity and an individual independent contractor, that contracts or agrees with a school entity by written agreement or verbal understanding to provide services through individuals who receive compensation.

To Be Completed by Contractor/Company:

Name of Contractor/Company: _____

Contact Person: _____

Contact Number: _____

Certification

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to the Midlothian Independent School District ("District") that *[initial one]*:

_____ I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Finger-based Applicant Clearinghouse of Texas ("FACT"). I further certify to the District that I do not have a disqualifying criminal history. I agree to notify MISD in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term. I agree to provide MISD with the name and any other requested information of covered employees so that MISD may obtain my criminal history record information. I understand that MISD may terminate my services if at any time it determines, in its sole discretion, that my criminal history is not acceptable.

OR

Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

_____ (1) Contractor has obtained all required criminal history 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 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.

OR

_____ None of the Contractor's employees are *covered employees*, as defined above, because: *[either one or both must be checked – refer to definitions on front page]*

[☐] Employees will not have "continuing duties related to the contracted services"

[☐] Employees will not have "direct contact with students". If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time contracted services are provided.

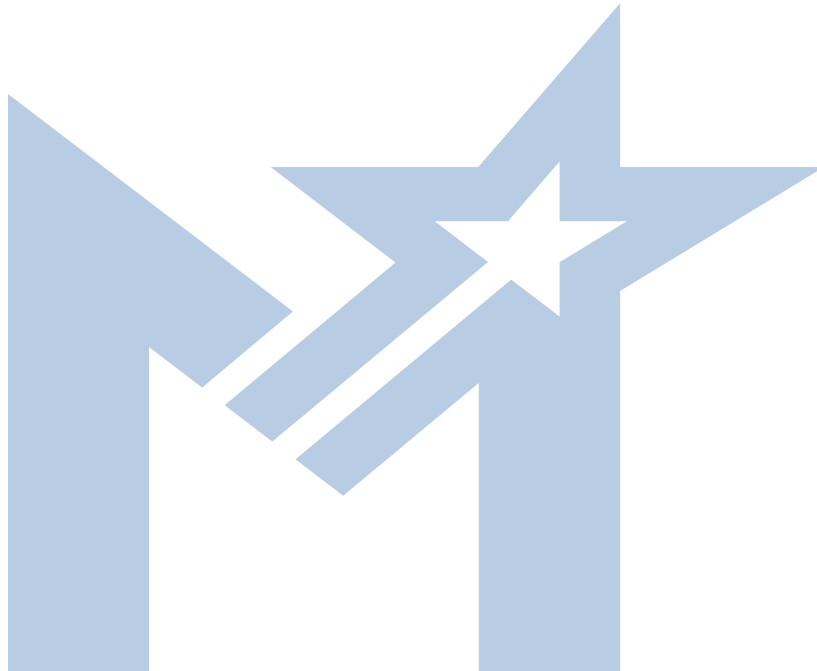
Signature_____

Printed Name: _____

Title:_____Date: _____

***THIS CERTIFICATION MUST BE
COMPLETED AND RETURNED TO
THE HUMAN RESOURCES AND
CONSTRUCTION OFFICE BEFORE A
CONTRACTOR OR CONTRACTOR'S
EMPLOYEES MAY PROVIDE SERVICES
FOR MISD.***

***NONCOMPLIANCE OR
MISREPRESENTATION REGARDING
THIS CERTIFICATION IS GROUNDS
FOR CONTRACT TERMINATION
WITHOUT PENALTY TO MISD.***





REFERENCES

Please list your client references

1. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

2. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

3. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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. Also see *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 ►
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT A: MIDLOTHIAN ISD STANDARD TERMS AND CONDITIONS

1. FACTS, STATISTICS, AND DEFINITIONS

1.1. The District currently operates eight (8) elementary schools; three (3) middle schools with grades 6-8; two (2) high schools with grades 9 - 12; one (1) CTE facility, one (1) early learning academy and one (1) alternative education campus.

1.2. Throughout the standard terms and conditions, the District will make use of the term "bid". Use of this term should be considered descriptive and is intended to reference all procurement options currently used by the District. This includes bids, sealed proposals, requests for proposals, requests for qualifications, and formal quotes. In addition, the District may use inter-local contracts from multiple Cooperative Organizations it holds membership with. The terms and conditions contained herein apply to all procurement methods the District may use.

2. BID SUBMITTAL

2.1. Vendors must include the properly executed Bid forms, attachments, and addenda as specified in the bid documents. Responses that do not include all requested information may be disqualified.

2.2. All prices and quotations must be typed or written in ink. Mistakes may be crossed out and the correction inserted adjacently, corrections must be initialed. In the case of calculation errors, the unit price shall govern.

2.3. It is understood that quantities, where listed, are to be considered estimated needs only. Midlothian ISD reserves the right to increase or decrease quantities ordered as needed.

2.4. Bids shall be submitted in duplicate; one (1) original and one (1) copy, marked as such, sealed and clearly labeled as "original" or "copy" and must include the bid number, bid title, due date, and time of opening. Unless otherwise noted in General conditions and Specifications. Failure to follow these instructions may result in rejection of the bid.

2.5. MIDLOTHIAN ISD WILL NOT ACCEPT LATE, FAXED OR E-MAILED BIDS. MIDLOTHIAN ISD IS NOT RESPONSIBLE FOR BIDS DELIVERED INCORRECTLY OR MISPLACED BIDS. THE DATE/TIME STAMP IN THE MIDLOTHIAN ISD PURCHASING OFFICE SHALL BE THE OFFICIAL TIME OF RECEIPT.

2.6. All bids shall be deemed final. No offer shall be subject to correction or amendment for errors or miscalculations after the bid deadline. Bids may be withdrawn or amended up to the date and time due, at which time they become the sole property of Midlothian ISD.

2.7. Midlothian ISD reserves the right to request additional or clarifying information after the bid response has been submitted. This information may be used to further evaluate the response or qualify overall cost associated with proposed solution.

2.8. Any problems or discrepancies that are discovered in relation to this bid process should be directed to the Midlothian ISD Purchasing Coordinator for a determination or clarification prior to the bid date due. If the vendor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

2.9. If any of the information is considered to be confidential or a trade secret belonging to the vendor and, if released would give an advantage to a competitor or vendor, that information should be filed with the submittal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION". Acceptance of such materials does not constitute an admission by Midlothian ISD that the materials are confidential or a trade secret.
(Government Code, Article 252.049)

2.10. Samples, if applicable or when requested, shall be furnished at no cost to Midlothian ISD. If

not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. If no return request is received within seven (7) days of the bid award, the sample may be destroyed.

2.11. Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error.

2.12. Any catalog, brand name, or manufacturer's reference used herein is intended to be descriptive, not restrictive, it is used to indicate the type and quality desired. Bids on items of like quality will be considered. Midlothian ISD retains sole authority to determine if items being bid are of like quality and to accept or reject proposed substitutions as deemed to be in the best interest of the District.

2.13. The apparent silence of these specifications as to any detail or the apparent omission of detailed descriptions 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.

2.14. Withdrawal of bids will not be allowed for a period of 90 days following the bid opening.

3. DEVIATIONS FROM SPECIFICATIONS

3.1. Each and every deviation from the General Conditions and/or Specifications must be listed on the deviation form when submitting the proposal. If no deviations are listed, the proposing vendor agrees to abide by all terms, conditions, specifications, and information listed within this proposal document.

3.2. Once the proposal has been awarded, if an item is to be substituted, such substitution shall be made only by furnishing an equal or better quality and/or grade product than originally specified at no additional cost. Midlothian ISD shall be the sole interpreter as to the acceptance of any substitution. This substitution must be pre-approved by Midlothian ISD.

4. AWARD OF CONTRACT(S)

4.1. Midlothian ISD reserves the right to award the contract(s) to the vendor(s) offering the best value, and not necessarily to the vendor proposing the lowest price.

4.2. Midlothian ISD reserves the right to award the bid by catalog, line item or total quantities, whichever is deemed to be in the best interest of the District (where applicable).

4.3. The following criteria, but not limited to, will be used in evaluation: vendor's past relationship with the District, extent to which the goods or services meet the District's needs, vendor experience, vendor reputation and references, and price.

4.4. Successful proposing vendors will be notified by an award notification letter or email correspondence.

4.5. Midlothian ISD reserves the right to accept or reject any or all proposals, and waive any formalities and to accept the offer(s) that is determined to be in the best interest of the District.

4.6. These conditions are applicable and are a part of the contract documents resulting from the bid process, including Purchase Orders. In a case of conflict, the bid documents shall take precedence.

4.7. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Midlothian ISD.

4.8. Bids may not be considered if a service charge, minimum dollar, or minimum quantity is applied.

4.9. During the term of the contract, items that may not have been included in the initial bid may be included by mutual consent of the awarded vendor and the District.

4.10. Unless otherwise specified within these documents, Midlothian ISD appoints the Purchasing Coordinator as the contract administrator with designated responsibility to ensure compliance with contract requirements.

4.11. Prices and/or discounts are to remain firm for one (1) year from date of the award unless otherwise specified.

4.12. If this is a renewable contract, Midlothian ISD reserves the right to extend the prices, terms, and conditions, of this contract with any or all vendors that agree to a contract extension. The prices, terms, and conditions of this Agreement will govern all extensions, renewals, and Vendor(s) unless mutually amended in writing and duly authorized by both parties.

4.13. Successful Bidder agrees to defend, indemnify, and hold harmless Midlothian ISD and all its officers, agents, and employees from any and all claims or liabilities regarding death, injuries, or property damages arising out of Vendor's activities under this agreement. The successful bidder shall pay any judgment with costs which may be obtained against Midlothian ISD for such damages.

4.14. The successful Bidder shall not sell, assign, transfer, or convey this contract in whole or in part without the prior written consent of Midlothian ISD Purchasing Coordinator. Payment can only be made to the vendor(s) awarded as a result of this bid.

4.15. Vendors agree to provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of work under this Agreement.

4.16. Vendor shall secure and pay for any fees, licenses, or permits necessary for the successful completion and proper execution of the work, be it community, city, county, or state requirement.

4.17. Vendor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work site any unfit persons or anyone not skilled in the required tasks.

4.18. A vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations.

4.19. Vendor agrees that all work related to this contract shall be done as an independent contractor and that the persons doing such work shall NOT be considered employees of the District. Seller shall maintain all necessary insurance coverage as required by statute as well as any additional coverage specifically required within this bid document.

4.20. Upon receipt of a written deficiency notice, the contractor shall have ten (10) days to provide a satisfactory response to Midlothian ISD. Failure to adequately address all issues of concern may result in contract cancellation.

5. ORDERING

5.1. All orders must be accompanied by a Purchase Order or Purchase Order number. Ordering shall be allowed by phone, a fax,

electronically, in person or by mail as long as an approved Purchase Order is provided.

5.2. Midlothian ISD is not liable for orders accepted by the Vendor(s) without a valid Purchase Order. Payment will not be made for services rendered or goods provided without a valid District Purchase Order. Failure to observe this requirement may result in contract termination.

5.3. If requested by a campus or department within the District, Contractor must provide a quotation to the campus or department that includes all associated costs for producing the item(s) requested.

5.4. All prices in the quotation shall be equal to or less than the contracted prices.

5.5. Orders may be placed using a Purchase Order or a District-issued Purchasing (Credit) Card.

5.6. The District will not assume an additional fee for using the Purchasing Card method.

5.7. No work shall be performed prior to the receipt of one of these methods of procurement.

6. TRADEMARK LICENSING REQUIREMENTS.

6.1. During the term of the contract, the District may enter into an agreement with a third party to enforce trademark licensing of all printed District names and logos.

6.2. At the commencement of any such agreement, Contractor will be required to sign an agreement stating acknowledgment and understanding of the licensing of such trademarked names and logos.

6.3. Any Contractor not willing to sign the agreement will be removed from the contract and no longer allowed to perform printing services for the District during the remaining term of the contract.

7. DELIVERIES

7.1. Deliveries of in-stock merchandise shall be made within the time specified by Midlothian ISD. If delivery cannot be made within the required timeframe, notice must be given to Midlothian ISD with an expected delivery date

7.2. All merchandise not delivered to Midlothian ISD within thirty (30) days from the date of the Purchase Order may be canceled and purchased from another vendor unless:

7.2.1. Prior approval is given for an extended delivery date by the department affected.

7.2.2. The Purchase Order states an extended date.

7.2.3. The merchandise ordered by Midlothian ISD is lost in shipment and Midlothian ISD is advised and agrees to accept a later delivery date.

7.2.4. All deliveries shall be shipped FOB Midlothian ISD and shall include inside delivery and installation if desired by Midlothian ISD will accept responsibility for deliveries after final inspection and acceptance of said items. If the quoted delivery terms do not include transportation costs provided, buyer shall have the right to designate what method of transportation shall be used to ship the goods.

7.2.5. All items shall be subject to inspection and rejection by Midlothian ISD for defects and/or noncompliance with the Purchase Order. If for any reason, any item is rejected, proposing vendor will cover all shipping costs to and from Midlothian ISD, Midlothian, Texas.

8. PAYMENT

8.1. Sellers shall submit separate invoices, on each Purchase Order after each delivery. Invoices shall indicate the Purchase Order number, shall be itemized and transportation charges, if any, shall be listed separately.

8.2. Invoices should be mailed to Midlothian ISD, Attn: Accounts Payable, 100 Walter Stephenson Rd, Midlothian, TX 76065 or e-mailed to accounts_payable@misd.gs. Payment shall not be due until the above instruments are submitted after or upon delivery. Suppliers should keep the Business Office advised of any changes in your remittance addresses.

8.3. Do not include Federal Excise, State or City Sales Tax. Midlothian ISD shall furnish a tax exemption certificate if required.

8.4. Midlothian ISD agrees to pay the supplier within thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.

8.5. Midlothian ISD agrees to notify the supplier of an error or contested invoice. Midlothian ISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

8.6. No part of this order may be assigned or subcontracted without the prior written approval of Midlothian ISD. Payment can only be made to the supplier(s) awarded under this proposal.

9. INTERPRETATION

9.1. Midlothian ISD shall be sole interpreter of the general conditions, specifications, contract specifications, and the performance requirements contained herein

10. WARRANTY AND RETURNS

10.1. Warranty conditions for all supplies, equipment, or services shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor, or manufacturer for the product. All equipment proposed shall be new unless clearly stated in writing and pre-approved by Midlothian ISD. Equipment refers to all hardware, software, materials, and incidentals, etc. The warranty period will be deemed to commence upon delivery and acceptance of the goods or service by Midlothian ISD.

10.2. Vendor expressly warrants that all goods or services furnished under this Agreement shall conform to all specifications and appropriate standards and shall be free from defects in material or workmanship. Vendor warrants that all such goods or services shall conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked, and labeled.

10.3. Midlothian ISD reserves the right to return damaged, defective, or materials shipped in error, at the vendor's expense for exchange or credit at the District's option within thirty (30) working days of receipt of such materials.

10.4. Merchandise received from a vendor shall be new, not used or shop worn.

10.5. All items must meet OSHA standards of compliance and be asbestos free.

10.6. All items which use electrical currents must be U.L. Listing approved.

10.7. Midlothian ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such items(s) within thirty (30) days of receipt at the vendor's expense.

11. TERMINATION OF AGREEMENT

11.1. This contract may be terminated by Midlothian ISD at its option upon thirty (30) days written notice if the materials furnished do not conform to the standard set forth herein; or if the deliveries do not conform to the standard set forth herein; or if the deliveries and servicing of this contract do not conform to the requirements detailed herein.

11.2. This contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract. Loss of funding shall constitute grounds for termination of the parties' contractual relationship by Midlothian ISD. In whole or in part, without penalty, pecuniary risk, or further liability to Midlothian ISD.

11.3. In the event the proposal expires before a mutually agreed contract renewal is executed, Vendor shall extend the contract on a month-to-month basis by mutual agreement.

12. PENALTIES FOR NON-PERFORMANCE

12.1. If the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract (including price), the District reserves the right to:

12.1.1. Purchase on the open market and charge the proposing vendor the difference between contract and actual price, or

12.1.2. Deduct charges from existing invoice totals due at the time, or

12.1.3. Cancel the contract within (30) days written notification.

13. UNIFORM COMMERCIAL CODE

13.1. This agreement shall be governed by the Uniform Commercial Code. Wherever the "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial

Code as adopted in the State of Texas effective and in force on the date of this agreement.

14. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

14.1. The attached criminal history form must be completed and returned as part of this bid, if applicable.

14.2. 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. The attached criminal history form must be completed and returned as a part of this bid, if applicable. 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 Section 14.1 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 contractor.

14.3. This section does not apply to a publicly held corporation.

14.4. All Vendor employees who will have direct contact with students shall supply information required by Texas Education Code Section 22.0834 to the appropriate authorities. Under no circumstance shall Vendor be allowed to use employees, agents, or subcontractors on district property who have been convicted of a felony or a crime including sexual misconduct. Vendor shall require all employees, agents, and subcontractors to comply with campus access policies, designated parking policies and other requirements necessary to comply with Texas Education Code Section 22.0834.

14.5. The awarded vendor(s) shall insure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on Midlothian ISD property at any time.

15. ORDINANCE, LAW, DISPUTE RESOLUTION AND VENUE

15.1. The contractor shall comply with all local, state, and federal ordinance, laws, and regulations pertaining to the operations covered under this contract. It shall be the obligation of the contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies of state and local governments.

15.2. Both parties agree that a good faith effort will be put forth to resolve any and all disputes arising from this contract. After thirty (30) days of impasse, outside arbitration may be sought by Midlothian ISD. If at any point, a court proceeding becomes necessary, any and all such proceedings will occur in the County of Ellis, in the State of Texas.

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

15.4. Neither party shall be liable for damages for any delay or default in the performance of this contract if such delay or default is caused by conditions beyond its own control including, but not limited to, Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

15.5. Successful bidder(s) shall be required to comply with applicable equal employment opportunity laws and regulations.

15.6. Successful bidder(s) agree to protect Midlothian ISD from claims involving infringement of patent or copyright.

15.7. ALL PROVISIONS LISTED WITHIN THIS BID BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT UNLESS SPECIFICALLY EXCLUDED AND AGREED TO BY Midlothian ISD. ANY EXCEPTIONS MUST BE LISTED ON THE DEVIATIONS PAGE WITHIN THIS INQUIRY. ANY AND ALL CONDITIONS SPECIFIED WITHIN THIS PROPOSAL DOCUMENT WILL AUTOMATICALLY BECOME A PART OF ANY ADDITIONAL CONTRACT TERMS WHETHER OR NOT THEY ARE SPECIFICALLY STATED WITHIN THAT ADDITIONAL AGREEMENT. Vendor understands and agrees that any terms and conditions submitted by Vendor as part of its bid are not incorporated into any agreement UNLESS SPECIFICALLY LISTED ON THE DEVIATIONS PAGE and included in any final agreement between Vendor and the duly authorized representative of Midlothian ISD. In the event a separate agreement is not executed by Midlothian ISD and Vendor following the bid award these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any Midlothian ISD Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

16. CONFLICTS OF INTEREST

16.1. Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Midlothian ISD must file a Vendor Conflict of Interest Questionnaire with Midlothian ISD purchasing department in accordance with Texas Local Government Code Chapter 176, not later than the 7th business day after the recipient becomes aware of facts that require filing. Forms and additional information can be found at <https://www.misd.gs/departments/finance/purchasing>

17. INSURANCE

17.1. The successful contractor(s) will be required to furnish an insurance certificate with the minimum coverage listed below. Midlothian ISD requires that vendor's insurance is placed with companies that have achieved an "A" rating or better with AM Best. Midlothian ISD must be named as an additional insured and proof of insurance is required prior to the start of the project. Any certificates of insurance furnished as evidence of the insurance maintained by the vendor shall include a clause obligating the Insurer to notify Midlothian ISD (in writing) thirty (30) days prior to cancellations or any materials changes in the insurance. The immunity of the owner shall not be a defense to be used by the insurance carrier.

17.2. All bidders must furnish a certificate of insurance with their bid. Only the selected bidder(s) will be required to name Midlothian ISD as an additional insured.

17.3. Required insurance coverage amounts:
TYPES OF COVERAGE LIMITS OF LIABILITY
Workers' Compensation Statutory Employer's Liability \$500,000 each accident, \$500,000 disease policy limit \$500,000 disease each employee Commercial General Liability \$1,000,000 combined single limit policy aggregate \$500,000 combined single limit each occurrence (Property damage deductible not to exceed \$500 per accident.) Business Auto Liability \$100,000/\$300,000/\$100,000 (Hired/Non-owned coverage must also be provided.)

18. HB 89 VERIFICATION

18.1. Being an adult over the age of eighteen (18) years of age, signing ROISD Standard Terms and Conditions, do hereby depose and verify that the company named below, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

18.1.1. Does not boycott Israel currently; and

18.1.2. Will not boycott Israel during the term of the contract with Midlothian ISD.

18.2. Pursuant to Section 2270.001, Texas Government Code:

18.2.1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

18.2.2. "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.

19. SB 252 CHAPTER 2252 CERTIFICATION

19.1. Being an adult over the age of eighteen (18) years of age, signing ROISD Standard Terms and Conditions, do hereby depose and verify that the company named above, under the provisions of Chapter 2252, Section 2252.152 and Section 2252.153:

19.1.1. The company named below is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

20. INTERLOCAL AGREEMENTS

20.1. Membership – Midlothian ISD is a member in good standing of the Educational Purchasing Cooperative of North Texas (EPCNT), an alliance

of multiple school districts in North Texas representing over a million students, sharing information, services, and contractual opportunities. EPCNT is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements. For a list of current members, go to <https://epcnt.com>

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

20.3. Adopted Contract Management – The District shall be responsible for the management of the adopted contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the adopted contract agreement.