



**\*\*\*\*\* IMPORTANT SUBMITTAL INFORMATION \*\*\*\*\***

Respondents should submit (1) Original, (8) Copies of the responsive documents, including required forms and any supplementary information, in three ring binder, removable binding format, or similar organization format that will allow for documents to be removed and not be permanently damaged, and (1) copy of the complete response in PDF format.

All sealed proposals must be received in the Midlothian ISD Finance Office by 2:00 p.m. on Friday, January 8, 2021. Sealed proposals may be hand delivered, sent by courier, or mailed to 100 Walter Stephenson Rd., Midlothian, Texas 76065, Attn: Shana Volentine.

Please duplicate the following label and affix to the outside of your sealed submittal envelope. Vendor's name and return address should be printed on the submittal envelope.

**FOR U.S. MAIL**



**MIDLOTHIAN ISD  
ATTN: SHANA VOLENTINE, PURCHASING AGENT  
100 WALTER STEPHENSON ROAD  
MIDLOTHIAN, TX 76065**

**RFP # 2021-010 Superintendent Search Firm Services  
BID OPEN DATE: January 8, 2021 2:00 P.M. (CST)**

**FOR HAND DELIVERY/COURIER SERVICES**



**MIDLOTHIAN ISD  
ATTN: SHANA VOLENTINE, PURCHASING AGENT  
100 WALTER STEPHENSON ROAD  
MIDLOTHIAN, TX 76065**

**RFP # 2021-010 Superintendent Search Firm Services  
BID OPEN DATE: January 8, 2021 2:00 P.M. (CST)**

It is your responsibility to meet the submittal requirements. We recommend that you verify the label data with the title page; the latter prevails.



**FINANCE OFFICE - PURCHASING**

100 Walter Stephenson Rd., Midlothian, TX 76065  
469-856-5000

**Date: December 15, 2020**

**NOTICE**

Proposals addressed to the Midlothian ISD, Attention: Shana Volentine, Purchasing Agent, will be received in the Finance Office at 100 Walter Stephenson Rd., Midlothian, TX 76065 until:

**January 8, 2021 2:00 P.M. (CST) for**  
**RFP# 2021-010 Superintendent Search Firm Services**

Proposals will not be publicly opened or read aloud. In accordance with TEC Subchapter B, Section 44.031, the district may open proposals upon receipt and immediately begin evaluation and negotiation processes prior to the submittal deadline if so desired.

Respondents should submit (1) Original, (8) Copies of the responsive documents, including required forms and any supplementary information, in three ring binder, removable binding format, or similar organization format that will allow for documents to be removed and not be permanently damaged, and (1) copy of the complete response in PDF format.

***All sealed proposals must be received in the Midlothian ISD Finance Office by 2:00 p.m. on Friday, January 8, 2021. Sealed proposals may be hand delivered, sent by courier, or mailed to 100 Walter Stephenson Rd., Midlothian, Texas 76065, Attn: Shana Volentine.***

***\*\*Please note: MISD will be closed December 19, 2020 – January 3, 2021, for the winter break. There will not be any district personnel available to accept deliveries from FedEx, UPS, etc. during the break. Upon our return to work on January 4, 2021, we will process all USPS mail received at our local post office during the holiday break.***

Proposal submittal envelopes must be plainly marked with the RFP number, name and deadline. **Please duplicate the appropriate label shown on the cover page and affix to the outside of your sealed submittal envelope.**

***Any proposal received later than the specified time, regardless of delivery method, shall be disqualified and returned to the vendor unopened.***

Midlothian ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the Midlothian ISD and to waive any informalities.

Any submissions of information or documents to Midlothian ISD (District) pursuant to this bid or proposal is deemed **public information** by the District unless the Executive Assistant to the Board of Trustees is otherwise notified in writing and responds to vendor in writing receiving said notice.

# NOTICE OF NO SUBMISSION FORM

Dear Vendor:

**Please check the appropriate box below, complete the remainder of this form and return it by the scheduled date and time:**

- ☐ Our company cannot provide the products, supplies and/or services listed in this request. Please **MOVE** our name and address to the following category(ies) so that we may propose at a later date:  
Category(ies): \_\_\_\_\_
- ☐ We have chosen **NOT** to submit a proposal at this time, but would like to remain on your list for this proposal category. We did not submit a proposal because:  
Reason(s): \_\_\_\_\_  
\_\_\_\_\_
- ☐ Please **REMOVE** our name from all Midlothian ISD lists until further notice.  
Reason(s): \_\_\_\_\_

## PLEASE RETURN THIS FORM TO:

Midlothian ISD Finance Office  
**Notice of "No-Submission"**  
**RFP # 2021-010 Superintendent Search Firm Services**  
100 Walter Stephenson Rd.  
Midlothian, TX 76065

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

Representative: (please print) \_\_\_\_\_

Address: \_\_\_\_\_ Phone (    ) \_\_\_\_\_

Name of Proposal and Opening Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Thank you for your time and assistance.

**VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE AT ALL WILL BE REMOVED FROM THAT LISTING.**

# GENERAL CONDITIONS

**THE WORDS “BIDS, PROPOSALS, QUOTES” AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.**

1. BIDS ARE TO BE DELIVERED TO MIDLOTHIAN ISD FINANCE OFFICE, 100 WALTER STEPHENSON RD., MIDLOTHIAN, TX 76065, F.O.B. DESTINATION IN AN OPAQUE, SEALED ENVELOPE, WITH THE BID NUMBER AND THE DUE DATE DISPLAYED ON THE OUTSIDE. MIDLOTHIAN ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.
2. NO BID: Bidders may opt to send a NO BID response back to Midlothian ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the District in writing.
3. LATE BIDS: Late bids will not be accepted or considered. Late Bids will be returned to vendors unopened. Midlothian ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Administration Receptionist Office or Finance Office shall be the official time of receipt.
4. UNSIGNED BIDS will NOT be considered. ONLY SEALED BIDS will be accepted. Faxed bids or electronic submissions will NOT be accepted.
5. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of bid.
6. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.
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.
8. BID MUST COMPLY with all federal, state, county, and local laws concerning these types of goods/services. ALL ITEMS MUST MEET OSHA STANDARDS OF COMPLIANCE AND BE ASBESTOS FREE.
9. SAMPLES, if applicable or when requested, shall be furnished at no cost to Midlothian ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Midlothian ISD within seven (7) days of bid award, will be considered a donation to the District and will be distributed accordingly.
10. ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.
11. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Midlothian ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty day (30) days of receipt at vendor's expense.
12. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES 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 bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
13. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
14. RESPONSIBLE BIDDER. The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
15. REFERENCES: Midlothian ISD may request bidders to supply, with this bid, a list of at least three (3) references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, address, telephone number and name of representative.
16. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Midlothian ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on unresponsive vendor list.
17. TO EXPEDITE EVALUATION of the bids, BIDS must be submitted on Midlothian ISD forms; although additional information may be attached for evaluation purposes.

18. INSURANCE REQUIREMENTS:

**TYPES OF INSURANCE COVERAGE**

**LIMITS OF LIABILITY**

A. Workers' Compensation

Statutory

B. Employer's Liability

\$500,000 per accident  
\$500,000 per employee

C. 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 occurrence).

D. Business Auto Liability

\$250,000 per person /  
\$500,000 per accident

(Hired/non-owned coverage must also be provided).

E. Professional errors and omissions

\$1,000,000

F. Umbrella Policy – Excess

\$1,000,000 / \$1,000,000 aggregate

The immunity of the owner shall not be a defense from the insurance carrier.

**Successful vendor will provide the Midlothian ISD an Insurance Certificate that names the MISD as additional insured except in those areas statutorily prohibited.**

19. SALES TAX: Midlothian ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.
20. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.
21. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the long-term cost to the District to acquire the vendor's goods or services; and (8) any other relevant factor as listed in the project documents.
22. BID AWARD: Midlothian ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.
23. PLEASE BID on each item separately. Provide unit prices on quantity specified and extended amount. In cases of errors in extensions, unit price shall govern.
24. DELIVERY: All products delivered as a result of this contract must have the delivery and/or freight charges (FOB) Midlothian ISD Designated Location with inside delivery included in the bid price.
25. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
26. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Midlothian ISD.
27. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the District's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.
28. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Midlothian ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Midlothian ISD will not accept substitutes after item(s) have been awarded as specified. Midlothian ISD reserves the right to accept any and all or none of the exception(s)/substitution(s) bid which are deemed to be in the best interest of Midlothian ISD.
29. DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

30. "OR EQUAL" PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor's responsibility to submit sufficient data for the District to properly analyze an "or equal" item.
31. ADDENDA: Any interpretations, corrections, or changes to this bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Midlothian ISD Finance Office – Purchasing. Addenda will be posted on the District's purchasing webpage and notification sent to all who are known to have received a copy of this bid.
32. ADDENDA MUST BE ACKNOWLEDGED WITH BID SUBMITTAL. An addenda acknowledgment form will be provided with bids requiring acknowledgment of addenda.
33. CHANGE ORDERS: No oral statement of any person shall modify otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Midlothian ISD Director of Business Services.
34. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Midlothian ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Midlothian ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Midlothian ISD growing out of such injury or damages.
35. CONTRACT: This bid, when properly accepted by Midlothian ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Midlothian ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.
36. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
  - A. Midlothian ISD reserves the right to review the performance of vendor at all times.
  - B. Midlothian ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Midlothian ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Midlothian ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.
37. **Midlothian ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.**
38. TERMINATION FOR DEFAULT: Midlothian ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Midlothian ISD in the event of breach or default of this contract. Midlothian ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
  - A. Meet schedules;
  - B. Default in the payment of any fees;
  - C. Otherwise perform in accordance with these specifications.
39. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Midlothian ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Midlothian ISD, Midlothian ISD may on ten (10) days' notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by Midlothian ISD for the unexpired term of the Agreement.
40. BREACH OF CONTRACT or default authorizes Midlothian ISD to exercise any or all of the following rights:
  - Midlothian ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
  - Midlothian ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
  - Midlothian ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Midlothian ISD. In such event, the District may charge the successful bidder the difference for any additional cost of such bid item.
41. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Midlothian ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Midlothian ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.
42. BIDDER, IN SUBMITTING THIS BID, agrees that Midlothian ISD shall not be liable to prosecution for damages in the event that Midlothian ISD declares the bidder in default.

43. GRACE PERIOD: Midlothian ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.
44. NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Midlothian ISD shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Midlothian, TX, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
45. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Midlothian ISD from claim involving infringements of patents and/or copyrights.
46. CONTRACT ADMINISTRATOR: Under this contract, Midlothian ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Midlothian ISD Finance Office and the successful bidder.
47. PURCHASE ORDER: A purchase order(s) shall be generated by Midlothian ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Midlothian ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.
48. PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department/campus and/or delivery location, (c) Midlothian ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
49. PRODUCTS SUPPLIED under this contract shall be subject to Midlothian ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Midlothian ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Midlothian ISD for disposition.
50. WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Midlothian ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.
51. BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data Sheets with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.
52. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Midlothian ISD.
53. VENUE: This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Midlothian, Ellis County, Texas.
54. ASSIGNMENT: 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.
55. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or 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.
56. FORCE MAJEURE: Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its 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.
57. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.
58. PAYMENT will be made upon receipt and acceptance by Midlothian ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from the receipt of this payment. Payment terms, unless negotiated with the District, will remain the same. Vendors and contractors may negotiate and the District will consider earlier payment terms if such terms are advantageous to Midlothian ISD.
59. INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:  
**Midlothian ISD**  
**Attn: Accounts Payable Department**  
**100 Walter Stephenson Rd.**  
**Midlothian, TX 76065**

60. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH MIDLOTHIAN ISD must submit a Conflict of Interest Questionnaire no later than the 7<sup>th</sup> Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006.
61. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH MIDLOTHIAN ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.
62. ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.
63. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS must be submitted in writing no later than one week before the bid due date to Shana Volentine via e-mail [shana\\_volentine@misd.gs](mailto:shana_volentine@misd.gs). Contact between solicited vendor(s) and user department(s) during the request for sealed proposal process or evaluation process is prohibited. Any attempt by a solicited vendor to contact the department(s) will result in disqualification.

**NOTE: Midlothian ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.**

## **--END GENERAL CONDITIONS--**

## **SCOPE**

The Midlothian Independent School District (MISD) desires to contract with a superintendent search firm for the purpose of selecting a new superintendent of schools.

## **RESPONSE INSTRUCTION**

Respondents should submit (1) Original, (8) Copies of the responsive documents, including required forms and any supplementary information, in three ring binder, removable binding format, or similar organization format that will allow for documents to be removed and not be permanently damaged, and (1) copy of the complete response in PDF format.

All sealed proposals must be received in the Midlothian ISD Finance Office by 2:00 p.m. on Friday, January 8, 2021. Sealed proposals may be hand delivered, sent by courier, or mailed to 100 Walter Stephenson Rd., Midlothian, Texas 76065, Attn: Shana Volentine.

***\*\*Please note: MISD will be closed December 19, 2020 – January 3, 2021, for the winter break. There will not be any district personnel available to accept deliveries from FedEx, UPS, etc. during the break. Upon our return to work on January 4, 2021, we will process all USPS mail received at our local post office during the holiday break.***



## **SPECIAL CONDITIONS**

1. Prices are to be held firm for the term of this contract. Prices may be renegotiated at contract renewal. Price reductions are permissible at any time and any reductions passed on to other customers are to be correspondingly offered in the same ratio to the District. Vendor's failure to promptly notify the District of such industry wide price decreases may constitute a breach of contract and the contract may be cancelled. The District reserves the right to award any cancelled contract to the next lower bidder or re-bid, whichever is in the District's best interest. Invoices with price changes that did not receive prior approval from the Finance Office will not be honored.
2. Purchase orders will be issued on an as needed basis. The District will not be responsible for any products and/or services rendered without a MISD purchase order signed electronically by authorized District personnel and/or proper authorization by the District's Finance Office.
3. Proposal Submission – All proposals must be submitted with the following forms:
  - a. Survey Questions
  - b. Contact Information
  - c. References
  - d. Offer Certification Form
  - e. Statement of Authority
  - f. Debarment Form
  - g. Felony Conviction Notification
  - h. Certificate of Residency
  - i. Statement of Compliance
  - j. Conflict of Interest Questionnaire
  - k. Certification Regarding Lobbying
  - l. Acknowledgement Form
  - m. Certificate of Interested Parties
  - n. W-9

4. Proposals shall be evaluated based on the following criteria (point value):
- a. Methodology (20)
  - b. Ability to deliver and quality of the scope of work proposed (30)
  - c. References and reputation (15)
  - d. Experience with similarly sized school systems (over 9,000 students) (10)
  - e. Ability to conduct a community process that provides useful guidance to the board (10)
  - f. Cost of the search (10)
  - g. Vendor's principal place of business in this state (5)

5. All invoices (in duplicate) will be sent to:

Midlothian ISD  
ATTN: Accounts Payable  
100 Walter Stephenson Rd.  
Midlothian, TX 76065

6. Violation of any part of the Special Conditions listed may be cause for termination of the contract by MISD.
7. ANY QUESTIONS CONCERNING THIS BID AND SPECIFICATIONS must be submitted in writing no later than one week before the bid due date to Shana Volentine via e-mail [shana\\_volentine@misd.gs](mailto:shana_volentine@misd.gs). Contact between solicited vendor(s) and user department(s) during the request for sealed proposal process or evaluation process is prohibited.

**- END SPECIAL CONDITIONS -**

The following information is designed to provide an overview of the Midlothian Independent School District as you seek to assist in the selection of a new superintendent.

## Midlothian, Texas

Nestled in northwest Ellis County, the Midlothian Independent School District serves a diverse suburban community of over 27,000 residents. The Midlothian ISD serves parts of Cedar Hill, Mansfield, Grand Prairie, Ovilla, and Venus, as well as rural areas in northwestern Ellis County.



## Midlothian Independent School District

Approximately 9,800 students attend the district's twelve campuses including seven elementary schools (PK-5<sup>th</sup> grade), three middle schools (6<sup>th</sup> – 8<sup>th</sup> grade), and two high schools (10<sup>th</sup> – 12<sup>th</sup> grade).

### Student Breakdown

African American 7.5%  
Hispanic 21.8%  
White 64.5%  
American Indian .4%  
Asian 1.1%  
Two or More Races 4.6%

*-2019 Snapshot*

### Community Ethnic Breakdown

African American 3.6%  
Hispanic 15.2%  
White 88.5%  
American Indian .4%  
Asian .1%  
Two or More Races 2.4%

*-2010 Census*

### Geographical Neighbors

The district is located within the Region X Education Service Center. Its nearest school district neighbors include Waxahachie ISD, Red Oak ISD, and Maypearl ISD.

### The Board of Trustees

The members of the Board of Trustees are elected at-large by the citizens in MISD to three-year, staggered terms. Our current 2020-2021 Board of Trustees includes three women and four men.



## **Academic Performance**

In 2019, the Texas Education Agency Accountability Rating for Midlothian ISD was an overall score of 89 – B. Over the last nine years, Midlothian ISD has met performance targets set by the Texas Education Agency (TEA).

## **Financial Overview**

Annually, for the past 18 years, Midlothian ISD has received a superior rating from the Texas Education Agency "Financial Integrity Rating System of Texas" (FIRST) accountability system. For 15 of the 18 years, MISD has received a perfect score. MISD is working through the final projects of completing the \$268M Bond Program approved by the voters in 2016. The District maintains an underlying bond rating of A1 from Moody's Investor Service and an A+ from S&P Global Rating Service. Midlothian ISD has a General Fund budget of \$101,415,355 for 2020-2021 and an Interest & Sinking Fund budget of \$28,637,450 for 2020-2021. The tax rates in MISD are \$0.8898 for M&O and \$0.49 for I&S. The district currently has a fund balance in the General Fund equal to approximately 32% of the current year budget.

IF YOU WISH TO  
SUBMIT A PROPOSAL:

RETURN THE  
FOLLOWING PAGES  
COMPLETED & SIGNED

IF YOU DO NOT WISH TO  
SUBMIT A PROPOSAL:

RETURN THE  
NOTICE OF NO SUBMISSION FORM  
(Page 2)  
**TO REMAIN ON OUR VENDOR LIST**

## **Selection Methodology**

The MISD Board of Trustees shall evaluate the responses from the Request for Proposal. The response will be in four parts. Part 1 will be a list of survey questions requiring answers by the proposers. Part 2 will be open response that allows the proposer to make statements without restriction or structure to freely respond to this RFP in their own unique style and methodology. Part 3 will be optional responses. Part 4 will be regarding references and pricing. Pricing is not a primary factor in this selection process, but will be considered in determining best value for the district.

---

### **PART 1**

#### **Survey Questions for Evaluation**

The MISD desires for the potential vendors to respond to the following survey questions as part of the response to this RFP.

1. Please explain in detail your methodology for determining which MISD stakeholders from which to solicit input.
2. Please explain your methodology for soliciting input from the selected stakeholder groups.
3. A weekly status report is required of the selected search firm by the Board reporting search activities and status of deliverables of the previous week and the progress as related to the entire project timeline. Please provide a sample report you might provide for one week of a hypothetical search.
4. Please specify your firm's method(s) for recruiting and/or soliciting potential candidates for the MISD superintendent. (e.g. local vs. national; receiving applications vs. actively recruiting employed, successful candidates)
5. Do you propose to determine and recommend the desired characteristics MISD needs in a superintendent and if so, what methodologies do you propose to employ toward that end?
6. The Board of trustees plans to seat a new superintendent as soon as it is practicable. **The desire is to have a new superintendent in place by June 2021.** Please comment on the efficacy of this proposed timeline and describe how your firm would work toward that end. If you feel the timeline should be altered, please propose a timeline you feel is more appropriate for MISD.
7. How will or should internal MISD candidates' process be different from external candidates?

8. How do you propose to communicate with the Board during the search and selection process? (e.g. face to face, video conference, frequency, as a group or individually)
9. How and when do you propose the Board communicate with candidates and references?
10. How do you propose to conduct the initial introduction of the candidates to the Board? (e.g. resume, recorded video, video conference, etc.)
11. What your expectations of the Board are as related to your proposed search method(s)? (You may propose multiple methodologies if desired.)
12. How do you determine how much Board involvement is appropriate and when and how they should be directly or indirectly involved in the process?
13. What is the proposed group and individual tasks required of the Board during the process? Please provide a timeline if applicable.
14. Please list the longevity of all placements of school superintendents since 2000 and if they moved, where and if you know, why they moved?
15. Describe your firm's non-traditional superintendent placements and the percent of your practice in non-traditional placements.
16. List the non-sitting superintendent placements done by this firm in the last five years.
17. If the superintendent did not work out, what was the firm's response and responsibility? What percentage of the firm's placements lasted less than a year? Please list those over the past five years.
18. What is the firm's process for recruiting candidates who do not apply? What is the percentage of districts over the past five years where the firm has placed superintendents who did not apply for the job?
19. What is the number of superintendent searches your firm completed for Texas school districts in the past 12 months?
20. What is the number of superintendent searches your firm completed for school districts with enrollment less than 12,000?
21. How many employees does your firm currently employ and how long have you been performing superintendent searches?

22. What percentage of your firm's revenue comes from superintendent search placement? (Is this your primary business?)
23. List your experience in developing surveys for targeted groups. (faculty, staff, parents, faith based community groups, etc.)
24. What are the qualifications of the employee(s) from your firm who will be reviewing and ranking the qualifications of the applicants?
25. We are requesting that the superintendent search firm host community forum meetings. (morning, evening, and weekend) Would your firm have the resources to accommodate this request?
26. List your capabilities to perform social media screening, credit searches, and background checks.
- 

## **PART 2**

### **Other Required Information**

#### Methodology

Specify who will lead the search and attach resume(s).

#### Firm's Philosophy

Does this firm present a slate of semi-finalists or a list of all who have expressed interest?

#### Scope of Work

How will you help the board craft questions for the candidate interviews?

Describe the background check process you will use on every one of the semi-finalists.

Describe how you collect information from candidate references and what you do to gather information beyond formal references.

How will you be able to assess candidates' working styles and personalities? How do you assess each candidate's ability to work with this board and how will you convey that to us?



Do you provide samples of superintendent contracts used in other districts?

What percent of the placements that you make in districts over **9,000 students** use performance incentives in the contract?

---

### **PART 3 - Optional Responses**

Please feel free to respond, as you feel necessary, to better explain your firm's methodologies that were not addressed in Part 2. If you provide informational attachments, please explain their significance here.

---

### **PART 4 – Price of Service**

1. Base minimum price for Texas only services.

---

2. Additional cost for nation-wide search

---

3. Options - cost per option- (list and use additional sheet if necessary and note if additional sheet is provided)

---

---

---

---

4. Variable cost items (such as, but not limited to travel, advertising, etc) List and use additional sheet if necessary and note if additional sheet is provided.

---

---

---

## CONTACT INFORMATION

Person completing response packet:

---

Company Name

---

Address

---

City, State, Zip

---

Phone #

---

Fax #

---

Contact name/department

---

Email address

Additional company contact:

---

Phone #

---

Contact name/department

---

Email address

## REFERENCES

Please provide the names and contact information from at least three school districts, **preferably in Texas and with enrollment of at least 5,000 students**. For each school district reference provide at least three reference names with address, phone and, if available, e-mail addresses.

1.	_____	_____	_____
	NAME OF ISD	TELEPHONE	REPRESENTATIVE
2.	_____	_____	_____
	NAME OF ISD	TELEPHONE	REPRESENTATIVE
3.	_____	_____	_____
	NAME OF ISD	TELEPHONE	REPRESENTATIVE
4.	_____	_____	_____
	NAME OF ISD	TELEPHONE	REPRESENTATIVE
5.	_____	_____	_____
	NAME OF ISD	TELEPHONE	REPRESENTATIVE
6.	_____	_____	_____
	NAME OF ISD	TELEPHONE	REPRESENTATIVE
7.	_____	_____	_____
	NAME OF ISD	TELEPHONE	REPRESENTATIVE
8.	_____	_____	_____
	NAME OF ISD	TELEPHONE	REPRESENTATIVE
9.	_____	_____	_____
	NAME OF ISD	TELEPHONE	REPRESENTATIVE

## OFFER CERTIFICATION FORM

I, or we, the duly authorized undersigned, having carefully read the *instructions to Offerors, General Conditions, Notice to Offerors, Special Terms and Conditions, Contract Specifications, and Offer Forms*, do hereby agree to enter into a contract with MISD by tendering this offer to perform the work required/specified or provide the product(s) specified in this RFP solicitation document. I, or we, will deliver the product(s) or services per specification found in this document for the prices indicated.

I, or we, also certify to the accuracy of the certification required (including but not limited to Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any MISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with MISD's Purchasing personnel; or in any discussions or actions between offer/offerors and any MISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

\_\_\_\_\_ An individual proprietorship (independent contractor) \_\_\_\_\_ A partnership  
\_\_\_\_\_ A corporation chartered under the laws of the State of \_\_\_\_\_ acting by its  
officers pursuant to its by-laws or a resolution of its Board of Directors

I, or we, the duly authorized undersigned acknowledge receipt of the following addenda, and have included any addenda in our proposal response that are required for return.

Receipt of addenda no. \_\_\_\_\_ thru no. \_\_\_\_\_  
(If no addenda, mark N/A)

Date: \_\_\_\_\_ Name of Offeror: \_\_\_\_\_

Signature (Blue or Black ink): \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Title: \_\_\_\_\_ Phone #: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_ Fax # (if any) (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

**STATEMENT OF AUTHORITY AND NON-COLLUSION**

**RFP NO.: 2021-010**

**RFP TITLE: SUPERINTENDENT SEARCH FIRM SERVICES**

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says, that he/she is the agent authorized by the Proposal to submit the attached Proposal. Affiant further states that the proposer has not been a party to any collusion among Proposals/proposers in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from proposing; or with any state official, District employee, Board Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussion or actions between Proposals/proposers and any state official, District employee, Board Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

**CONTRACTOR'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
City State Zip Code

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_.\_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED COMPANY OFFICIAL'S NAME (printed)**

\_\_\_\_\_  
**TITLE OF AUTHORIZED OFFICIAL**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICIAL**

\_\_\_\_\_  
**DATE**

## VENDOR DEBARMENT STATEMENT

I have read the conditions and specifications provided in the bid/proposal document attached. I affirm, to the best of my knowledge, that I nor the company I represent have not been debarred or suspended from conducting business with school districts in the State of Texas or from receiving a federally funded contract under the Federal OMB, A-102, common rules. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency from which this transaction originated.

**NAME OF COMPANY/FIRM:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_@\_\_\_\_\_.\_\_\_\_\_

**TELEPHONE NO.:** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **FAX NO. :** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Printed

\_\_\_\_\_  
**AUTHORIZED COMPANY OFFICIAL'S NAME** (printed)

\_\_\_\_\_  
**TITLE OF AUTHORIZED OFFICIAL**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICIAL**

\_\_\_\_\_  
**DATE**

### 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 is true to the best of my knowledge.

**Vendor's Name:** \_\_\_\_\_

**Authorized Company Official's Name: (printed)** \_\_\_\_\_

**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:** \_\_\_\_\_

**CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors; this law can be found in the Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Midlothian Independent School District to determine the residency of its offerors. In part, this law reads as follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business in this state (Texas), including a Contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

Section 2252.002

“A governmental entity may not award a government 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 principle place of business is located.”

I certify that \_\_\_\_\_ is, under Section: 2252.001 (3) and (4),  
(Company Name)

A \_\_\_\_\_ Resident Bidder

A \_\_\_\_\_ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ In the state of \_\_\_\_\_.

\_\_\_\_\_  
**AUTHORIZED COMPANY OFFICIAL’S NAME (printed)**

\_\_\_\_\_  
**TITLE OF AUTHORIZED OFFICIAL**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICIAL**

\_\_\_\_\_  
**DATE**





**Notice to Vendors**  
**Conflict of Interest Disclosure Statements**  
**Texas Local Government Code, Chapter 176**

Vendors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the vendor's company and an officer of the District. Vendors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Conflicts of interest exist if:

1. the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2. the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from vendors regarding each affiliation or business relationship between the vendor and:

1. an officer of the District;
2. an officer of the District that results in the *officer or family member* receiving taxable income;
3. an officer of the District that results in the *vendor* receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, *or* submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Vendor also shall file an updated questionnaire:
  - a. not later than September 1 of each year in which a covered transaction is pending, and
  - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Midlothian Independent School District are:

Carl Smith, *President*  
Matt Sanders, *Vice-President*  
Bobby Soto, *Secretary*  
Heather Prather, *Member*  
Tami Tobey, *Member*  
Gary Vineyard, *Member*  
Andrea Walton, *Member*

Dr. Courtney Carpenter, *Interim Superintendent of Schools*

Individuals completing this form in conjunction with a response to bid or proposal are to complete it and include it in their response.

Individuals required to file for any reason other than participation in a procurement process are to send the completed form to:

Midlothian Independent School District, Finance Office  
100 Walter Stephenson Rd.  
Midlothian, TX 76065

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

---

**AUTHORIZED COMPANY OFFICIAL'S NAME (printed)**

---

**TITLE OF AUTHORIZED OFFICIAL**

---

**SIGNATURE OF AUTHORIZED OFFICIAL**

---

**DATE**

### ACKNOWLEDGEMENT FORM

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the MISD Proposal Form at the prices and transportation costs as proposed.

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf;
- e. Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, MISD shall have the right to annul this contract without liability;
- f. As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and can be obtained directly from the MISD Executive Assistant to the Board of Trustees, 100 Walter Stephenson Rd., Midlothian, TX 76065;
- g. The undersigned certifies that to his/her knowledge no MISD employee has any personal or beneficial interest whatsoever in this service or property described herein.

Respondent acknowledges receipt of Addenda number \_\_\_\_ through \_\_\_\_ and has incorporated the provisions therefore into this proposal.

---

**AUTHORIZED COMPANY OFFICIAL'S NAME (printed)**

---

**TITLE OF AUTHORIZED OFFICIAL**

---

**SIGNATURE OF AUTHORIZED OFFICIAL**

---

**DATE**

**Implementation of House Bill 1295  
Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

**Filing Process:**

By January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. A sample Form 1295 is included in this procurement document to make prospective vendors aware of this requirement. Vendors are NOT required to complete the enclosed form and include it in their response. Complete instructions and important information can be located from the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Additional Information:**

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ 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.

☐ 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) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

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 ►

## 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](http://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.