



RFP #24-01-0521
Specialized Learning Services and Support

To be used by multiple campuses and departments.

Issued by:

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RFP Submittal Deadline
Monday, April 19, 2024 at 10:00am/cst

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Items below represent components which comprise this RFP package. Respondents are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Michelle Jilek immediately at michelle.jilek@misd.org.

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PART 1.0 – NOTICE OF INTENTION

The Purchasing Department of the Montgomery Independent School District (“MISD” or the “School District”) is conducting this procurement to establish a contract. The Initial Term of the prospective contract is a period of three years. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the School District (“Board”) in a duly called and posted meeting of the Board. This contract can be accessed on an “as needed” basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Vendors are requested to submit a response offering their total line of available products and services that are commonly purchased by school districts and other public, not-for-profit agencies and organizations.

Product(s) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within this RFP and further described in the scope and specification section.

The good(s) or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ).

PART 2.0 –REQUEST FOR PROPOSAL REQUIREMENTS

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

2.1 Request for Proposal (RFP) Documents

MISD Purchasing Department documents are made available via the MISD website to anyone who wishes to submit a response.

The MISD Purchasing Department website is located at <http://www.misd.org/page/fin.purchasing>

2.2 Tentative Time Table

MISD anticipates following the time table listed below for this solicitation:

Item	Activity	Date & Time
1	Solicitation starts to advertise (1 st run)	Friday, March 29, 2024
2	Solicitation advertised (2 nd run)	Friday, April 5, 2024
3	Pre-Bid/Proposal Meeting	N/A
4	Deadline for submission of responses <i>(See Part 3 – Instruction to Vendors – for detailed submission requirements)</i>	Monday, April 19, 2024 10:00 AM/CST
5	Anticipated Board Meeting Approval	Tuesday, May 21, 2024
6	Initial Contract Period	July 1, 2024 - June 30, 2026
7	Contract Period 1 (Option)	July 1, 2026 - June 30, 2027
8	Contract Period 2 (Option)	July 1, 2027 - June 30, 2028

The table above is only an estimate and may vary.

2.3 Procurement Method

MISD is utilizing the Request for Proposal (RFP) method of procurement in accordance with Texas Education Code Section 44.031 Purchasing Contracts, Request for Proposal for the purchase of goods and services other than construction services.

For information regarding the RFP process, contact Michelle Jilek of the Purchasing Department at michelle.jilek@misd.org

2.4 Requirement for Return of RFP Responses

Respondents must submit RFPs by the established deadline (day and time). Please refer to the “Instructions to Vendors” section to ensure that you submit all required information to MISD.

MISD does not accept responses after the due date and time.

2.5 Pre-Bid/Proposal Conference

A pre-bid/proposal conference will not be scheduled

2.6 Rights Reserved by MISD and Restrictions on RFP Process

- a) MISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposal.
- b) MISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with MISD. MISD may make multiple awards, and this fact should be taken into consideration by each vendor.
- c) MISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a contract pursuant to this RFP.
- d) MISD reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. MISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof. MISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District. MISD also reserves the right as sole judge of quality and equality.

2.7 Questions and Clarification

- a) Questions regarding the requirements specified in this solicitation must be submitted in writing to the MISD Purchasing Department.
- b) MISD will not answer verbal questions. Any responses to a prospective vendor's questions will be posted on the MISD Purchasing Website.
- c) MISD Board Policies can be accessed at our website, www.misd.org. Purchasing Policies are included in Section C of the MISD Board Policy Manual.

PART 3.0 – INSTRUCTIONS TO VENDORS

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

3.1 Compliance with Specifications

Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the appropriate section of the vendor's submitted response. Each vendor, by making its response, represents that the vendor has read and understands the RFP and the Agreement.

3.2 Response Format (Required)

RFPs must be submitted on this form only and must reach the MISD Purchasing Department on or before the hour of opening on the date specified. Late RFPs will not be accepted, and will be filed unopened. **Submit 2 (two) hard copies, 1 (ONE) Electronic copy. 1 (one) hard copy must be an "original" with original forms and signatures in a sealed envelope, plainly marked with the name of the bidder, bid number and the time and date of opening.** Responses should be direct, concise, complete, and unambiguous. Please ensure that you respond to all documents and attachments in this Request for Proposal.

3.3 Response Submission Location

RFPs must be submitted in sufficient time as to be received and time stamped in the MISD Purchasing Department (20774 Eva Street, Montgomery, TX 77356), on or before the published date and time shown in the RFP. RFPs delivered to MISD locations other than 20774 Eva Street, Montgomery, TX 77356 will not be considered "received" by the Purchasing Department until they arrive in the Purchasing Department. MISD will not be responsible for delays in delivery resulting from the need to transport a RFP from another location or error/delay on the part of any carrier. No provisions or exceptions are made for late submission due to actions or consequences of the Vendor or third-party. Any responses received after the submittal deadline date and time will be disqualified.

3.4 Submission of Responses

MISD will only accept bids and proposals submitted in a sealed envelope in the MISD Purchasing Department. **Faxed or Electronic proposal submissions will not be accepted.** Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 180 days following the opening without the prior written approval of the Board of Trustees of MISD. Withdrawal of proposals prior to the submission deadline is permitted. Copyrighted proposals are unacceptable and may be disqualified.

3.5 Certifications

Bidders shall execute the Certification at the end of this Bid Invitation. Certification must include vendor's full name and address and shall bear the manually executed signature and the title of the authorized agent.

3.6 Felony Conviction Notification

Bidder must complete and submit the enclosed FELONY CONVICTION NOTIFICATION with his/her bid.

3.7 Discount Bid

This is a discount bid. Bids must show the flat rate discount you will allow from your catalog and/or store and shall include transportation FOB destination.

3.8 Addendum

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

3.9 Disqualification

A vendor may be disqualified before or after the responses are unsealed, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

3.10 Environmental Initiatives

MISD is committed to reducing waste and promoting energy conservation. Vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

3.11 General Corporate and Contact Information

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

3.12 Interpretation

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

3.13 No Return of Responses; Withdrawal of Responses

Once submitted, MISD will not return responses to vendors. A response that has been submitted to MISD may be withdrawn by written request prior to the deadline for submission of responses.

3.14 Non-Collusion Statement

Vendors are required to certify a Non-Collusion Statement. Vendors are required to state the party submitting a response, that such response is genuine and not collusive or sham; that vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham response or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the response price or of any other vendor, or to fix any overhead, profit or cost element of said response price, or of that of any other vendor, or to secure any advantage against MISD or any person interested in the proposed contract, and that all statements in said response are true.

3.15 Open Records Policy

MISD is a governmental body subject to the Texas Public Information Act. Responses submitted to MISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. MISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors.

3.16 Preferences

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

3.17 Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

3.18 Responsive Submittals

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

3.19 Similar Products

Whenever an article or material is defined by MISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

3.20 MISD is Tax-Exempt

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

3.21 Sole Source

In order to become a Sole Source Vendor, a vendor must meet the requirements of Texas Education Code §44.031 (j) Sole Source, as described below.

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

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

It is incumbent upon the School District to obtain and retain documents from the vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis.

In order to do business with MISD as a Sole Source Vendor, MISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source. Please e-mail this information to michelle.jilek@misd.org. MISD reserves the right to decide if your company is a qualified Sole Source Vendor.

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

MISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with MISD or who seeks to do business with MISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- (a) If the vendor has an employment or other business relationship with a local government officer of MISD or a family member of the officer that results in the officer or family member receiving taxable income, other than investing income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local government entity and vendor had been executed; or
 - (ii) the local government entity is considering entering into a contract with the vendor;
- (b) If the vendor has given a local government officer of MISD, or a family member of the officer one or more gifts that have an aggregate value of \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) A contract between the local government entity and vendor had been executed; or
 - (ii) The local government entity is considering entering into a contract with the vendor.

3.23 EDGAR Conflict of Interest Requirements

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of MISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through MISD's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the Board President and addressed through MISD Board policies.

3.24 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 interest parties (Form 1295) 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 Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Failure to file Form 1295 will result in your company's removal from the bid list. Forms can be submitted at: <https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

PART 4.0 – SCOPE & SPECIFICATIONS

4.1 Scope of Services

The intention of this Request for Proposals (RFP) is to solicit responses for Specialized Learning Services and Support. MISD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals. For information regarding the RFP process, contact Michelle Jilek of the Purchasing Department at (936) 276-2049. Interested vendors should respond to this RFP and submit responses to MISD.

4.2 Scope of Services

MISD is looking to obtain responses from vendors that can provide Specialized Learning Services and Support.

4.3 Specifications

It is the intention of MISD to establish one or more contract(s) with highly qualified Vendor(s) for Special Education Student Services. Vendor(s) shall, at the request of MISD, provide these products and/or covered services under the terms of this RFP and the Contract set forth in Section 6.0 Contract Terms and Conditions.

4.4 Estimated Annual Expenditures

Based on previous expenditures for Special Education Student Services, MISD estimates contract spending to be approximately \$250,000. PLEASE NOTE THERE IS NO GUARANTEED ANNUAL VOLUMES. The District makes no guarantees as to quantities and may purchase more or less than those stated in this proposal.

Product Category Title	Short Description
Speech Services	Provide speech and language services to students; including therapy, evaluations and other duties as assigned. Attend ARD/IEP meetings. Attend district meetings and trainings as required.
Sign Language Interpreting	Provide sign language interpreting for hearing impaired students for instructional purposes or extracurricular activities or for hearing impaired parents during ARD/IEP meetings.
Licensed Specialist in School Psychology Services	Provide school-based psychological evaluation, crisis care services to students; including counseling as a related service, Functional Behavioral Assessments, and consult on Behavior Intervention Plans, and other duties as assigned. Attend staffings, ARD/IEP meetings as necessary. Attend district meetings and trainings as required.
Licensed Professional Counselor Services	Provide counseling as a related service to students who are eligible; including crisis planning, evaluations, and other duties as assigned. Attend staffings, ARD/IEP meetings as necessary. Attend district meetings and trainings as required.
Communication Access Real-time Translation (CART) Services	Provide "Computer-aided transcription services" also known as "real-time captioning" or Communication Access Real-time Translation (CART) services on location or remotely.
Occupational and Physical Therapy Services	Special Education – Provide Occupational and/or Physical Therapy as a related service for students who are eligible. Provide indirect/consultative support to teachers, staff, and parents. Attend staffings, ARD/IEP meetings as necessary. Attend district meetings and trainings as required.
Transition Services	Provide transition services for students with disabilities associated with post-secondary transition IEP goals; including Transition Assessments, and Functional Vocational Evaluations. Attend staffings, ARD/IEP meetings as necessary. Attend district meetings and trainings as required.

Board Certified Behavioral Analyst (BCBA) or Behavioral Specialist	Provide behavioral services for students with Communication, Intellectual, and/or Emotional-Behavioral disorders eligible for IEP services. Conduct evaluations, observations, and Functional Behavioral Assessments to inform IEP/BIP services. Provide evaluations for Parent and/or In-Home/Community Training for students eligible. Serve as an expert on conditions such as Autism and other developmental disabilities.
Interpreting / Translating Services	Provide Interpreting and Translating for speakers of other languages in special education environment such as classroom, ARD meetings, and therapy sessions
Visual Impairment Services	Provide services to students with visual impairment including Specialized instruction, orientation and mobility, braille and evaluations. Attend staffings, ARD/IEP meetings as necessary. Attend district meetings and trainings as required.
Staff Development Related to Special Education	Provide professional learning opportunities for categories listed above that will be provided to MISD staff to train, educate, or improve services to special education students through the use of evidence-based practices or peer-reviewed research.
LMSW/LCSW Services	Provide counseling as a related service for students eligible and/or social work services; including agency referral, attend CRCG meetings, conduct evaluations and other duties as assigned Attend staffings, ARD/IEP meetings as necessary. Attend district meetings and trainings as required.
Educational Diagnostician Services	Provide psycho-educational evaluations for students referred for evaluation under Child Find; including transition from ECI at age 2 years 6 months – 22 years of age. Conduct and facilitate ARD Committee meetings, attend staffings as necessary. Attend district meetings and trainings as required.
Special Education Teacher Services	Provide specially designed instruction as outlined in the IEP; including in-class support, co-teach, and/or specialized classroom instruction for students with social-emotional disabilities and/or alternate curriculum. Attend staffings, ARD/IEP meetings as necessary and other duties as assigned.
Nursing Services (RN/LVN/CNA/UDC Nurse)	Provide school-based nursing services to students; including physician ordered treatments at school, data-collection and other duties as assigned. Attend staffings, ARD/IEP meetings as necessary. Attend district meetings and trainings as required.

PART 5.0 – EVALUATION AND AWARD OF RESPONSES

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

5.1 Evaluation

It is not the policy of Montgomery ISD to award contracts based solely on “low price.” The following factors are used by Montgomery ISD to evaluate the overall “best value”:

- Purchase price.
- The reputation of the vendor and the vendor’s goods and services.
- The quality of the vendor’s goods and services.
- The extent to which the goods and services meet the District’s needs.
- The vendor’s past relationship with the District.
- The impact on the ability of the District to comply with laws relating to historically underutilized businesses.
- The total long-term cost to the District to acquire the goods or services.
- Any other relevant factor specifically listed in the request for bids or proposals.

MISD reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety and may award the individual items on this bid as may appear advantageous to the District.

5.2 Awards

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

5.3 Competitive Range

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

5.4 Estimated Quantities

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

5.5 Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the MISD Department issuing a Purchase Order. If delivery is not or cannot be made within proper time period, the awarded vendor must receive authorization from the issuing MISD Department for the delayed delivery. If defective or incorrect goods are delivered, MISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to MISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

5.6 Minority & Women’s Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) participation

MISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Vendors shall indicate on their submitted responses whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

5.7 Formation of Contract

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

5.8 Non-Exclusive Contract

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of MISD. MISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in MISD's sole discretion.

5.9 Pricing

MISD requires that the pricing submitted in responses be offered as a quantity one price. MISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

PART 6.0 – GENERAL TERMS AND CONDITIONS

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

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/response forms issued in connection with this solicitation.

Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE SUPPLIER RESPONSE.** Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by MISD and eliminated from further consideration by MISD.

This Agreement is entered into between Montgomery Independent School District (“MISD”) and Vendor, having submitted a response to a procurement solicitation issued by MISD and whose response has been accepted and awarded by MISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

6.1 Agreement Terms; Amendment

The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor’s order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by MISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by MISD’s Superintendent or its Assistant Superintendent of Finance (or their designees) after any necessary approvals have been obtained from the MISD Board of Trustees.

6.2 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of MISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of MISD. Vendor is required to notify MISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

6.3 Buy America Act

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

6.4 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

6.5 Catalog Discounts

In the event of a catalog discount type solicitation, Vendor may be allowed to make additions and/or deletions from Vendor’s offerings on an annual basis during the Agreement renewal period, in MISD’s sole discretion, provided the item(s) substituted are of a like quality and category. These changes will be compliant with the format of Vendor’s original response (i.e. manufacturer name, product category, or entire catalog discount). MISD will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these proposed changes on company letterhead within the given timeframe. If MISD, in its sole discretion, accepts Vendor’s proposed changes, such changes will remain in effect for the entire year until the next renewal period.

6.6 Certificate of Interested Parties

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 (Form 1295) 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 Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Failure to file Form 1295 will result in your company's removal from the bid list. Forms can be submitted at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

6.7 MISD Property

In the event of loss, damage, or destruction of any property owned by or loaned by MISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify MISD and pay to MISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of MISD's determination of the amount due. If Vendor fails to make timely payment, MISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by MISD.

6.8 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to MISD. Vendor understands that Vendor is ineligible to receive a contract award with MISD if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 14.52). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the MISD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by MISD, Vendor shall furnish MISD with satisfactory proof of Vendor's compliance with this provision.

6.9 Confidentiality

Vendor and MISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and MISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that MISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability MISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by MISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

6.10 Contract Term

The initial term of the Agreement is for a period of three (2) years, with MISD having the option to renew the Agreement for two (2) additional years in one (1) year increments. Consequently, the total term of the Agreement may be for a period of four (4) years. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term. In the event the contract expires before another bid is awarded, this contract may be extended on a month-to-month basis, upon the mutual written agreement of the parties. The bidder agrees not to sell, assign, transfer, convey or subcontract any portion of any contract resulting from this bid invitation without the prior written consent of MISD.

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

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

6.12 Customer Reference List

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

6.13 Customer support

Vendor shall provide timely and accurate technical advice and sales support to MISD and MISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to MISD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by MISD.

6.14 Deviations

Any and all limitations, exceptions, qualifications, special conditions or deviations from these General Terms and Conditions or any of the item specifications must be clearly noted by the bidder at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions or deviations being submitted in writing with the bidder's response will hold the bidder accountable to the District to perform in strict accordance with all the General Terms and Conditions and all of the item specifications as written.

6.15 Entire Agreement

This Agreement, the procurement solicitation issued by MISD, and Vendor's response submitted in response to MISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between the procurement solicitation issued by MISD and Vendor's response submitted in response to MISD's procurement solicitation, MISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgments, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

6.16 Equal Opportunity

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

6.17 Force Majeure

Neither MISD or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, MISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of MISD's contractual, legal, or equitable rights.

6.18 Governing Law and Venue

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

6.19 Indemnification

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

6.20 Insurance (if applicable)

Successful Vendor, as a part of his/her proposal, shall provide proof of insurance showing, as a minimum, the coverage listed below. The Contractor shall not commence any portion of the work under this contract until he/she has obtained the insurance required herein and copies of certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the contract documents.

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

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

Automobile Liability Insurance:

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

Umbrella Liability:

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

Coverage shall include:

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

6.21 Interpretation/ Parole Evidence

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement. This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

6.22 Invoices; Payments

Invoices shall be directed to MISD's Accounts Payable Department. MISD will not be held responsible for any products delivered or invoiced without a valid current PO number. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during MISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within thirty (30) days after the later of the following: (1) the date MISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date MISD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from MISD not later than the tenth (10th) day after the date Vendor receives the payment from MISD. The exceptions to payments made by MISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

6.23 IRS W-9

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

6.24 MSDS Sheets

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS sheets must be provided with the bid documents as well as with the first shipment to the District. Additional MSDS sheets must be provided at no charge upon request from any member of the District.

6.25 Multiple Contract Awards; Non-Exclusivity

MISD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of MISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to MISD. During the Term of this Agreement, MISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

6.26 New Products

New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from MISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. MISD may reject any proposed additions, without cause, in its sole discretion.

6.27 No Substitution

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by MISD, Vendor will not deliver substitutes without prior authorization from MISD.

6.28 No Agency or Endorsements

MISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of MISD and is not an employee, agent, joint venturer, or partner of MISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between MISD and Vendor or MISD and any of Vendor's agents. Vendor agrees that MISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

6.29 Non-Appropriation Clause

Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on MISD by this Agreement, MISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of MISD if it is determined by MISD, in MISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of MISD's current revenue only.

6.30 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

6.31 Packaging

All products supplied under this Bid Invitation must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products during loading, transit, unloading and storage. Any products that require palletizing must be delivered on standard 48" 4-way pallets in good, serviceable condition.

6.32 Penalties

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

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

6.33 Performance

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement.

6.34 Performance and Payment Bonds

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

6.35 Prevailing Wage Rates

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

6.36 Prices

All prices in Vendor's response shall be firm for the Term of the Agreement. All price changes shall be presented to MISD for acceptance or rejection by MISD, in its sole discretion, using the same format as was accepted in Vendor's original response; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by MISD prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

6.37 Purchase Orders

MISD requires Purchase Orders for all orders made on behalf of the District. Any purchase order resulting from this bid solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Board of Trustees or otherwise not made available to the District. A written notice of award or issuance of a purchase order mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party. This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

6.38 Quality

All items bid must be new and in first class condition and must conform to the highest standards of manufacturing practice.

6.39 Quantities

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

6.40 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to MISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by MISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by MISD of Vendor’s final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

When federal funds are expended by MISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

6.41 Right to Assurance

Whenever one party to the contract in good faith has reason to question the other party’s intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

6.42 Right to Audit

MISD, upon written notice, shall have the right to audit all of Vendor’s records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to MISD in connection with Vendor’s work for MISD and shall be open to inspection and subject to audit and/or reproduction by MISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- (a) Vendor’s compliance with this Agreement and the requirements of the solicitation,
- (b) compliance with MISD procurement policies and procedures,
- (c) compliance with provisions for computing billings to MISD, and/or
- (d) any other matters related to this Agreement.

6.43 Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by MISD and by the Occupational Safety and Health Administration (“OSHA”). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by MISD. Vendor shall indemnify and hold MISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor’s obligations under this provision.

6.44 Samples

MISD reserves the right to request samples and/or product specification documents for any merchandise submitted for bid, if samples are needed for bid evaluation, they will be requested as part of the Bid Invitation or in a separate communication. The invitation or communication will provide all pertinent information (delivery location, time frame, etc.). Samples must be furnished free of expense to MISD. MISD shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

6.45 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.46 Shipments

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by MISD. If a product cannot be shipped within that timeframe, Vendor shall notify MISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. MISD may cancel the order if the estimated shipping time is not acceptable to MISD, in its sole discretion.

6.47 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to MISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between MISD and any such subcontractor, nor shall it create any obligation on the part of MISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

6.48 Taxes

MISD is tax-exempt, and MISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. MISD shall not be liable for any taxes resulting from this Agreement. MISD is a political subdivision of the State (Tax Identification Number 1-74-6000507)

6.49 Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold MISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

6.50 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of MISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, MISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of MISD. MISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. MISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if MISD believes, in its sole discretion that it is in the best interest of MISD to do so. Vendor agrees that MISD shall not be liable for damages in the event that MISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

6.51 Title and Risk of Loss

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

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

6.52 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

6.53 Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of MISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by MISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

6.54 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on MISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on MISD's property.

PART 7.0 – BID RESPONSE

The undersigned authorized representative of the bidding company indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicated below, and
2. That he/she has carefully examined the Bid Notice, the accompanying Bid Forms and the General Terms and Conditions and Item Specifications associated with this Bid Invitation, and
3. That he/she proposes to supply any products or services submitted under this Bid Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
4. That if any part of this bid is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
5. That any and all exceptions to the General Terms or Conditions of this bid have been noted in writing in this bid response, and that no other exceptions to the General Terms or Conditions will be claimed.

Name of Bidding Company	Date
Address	Signature of Authorized Representative
City, State, Zip	Printed Name of Authorized Represent.
Phone Number of Authorized Represent.	Position/Title of Authorized Representative
Fax Number of Authorized Representative	E-mail of Authorized Representative

*****IMPORTANT VENDOR INFORMATION*****

Vendors responding to this bid **must** complete the following attachments (please initial each one completed):

Three (3) References (Page 30)

Vendor Certifications (Pages 31-38)

EDGAR Vendor Certifications & Form (Pages 39-44)

Form CIQ (Conflict of Interest Questionnaire) (Page 45)

Form W9 (Page 47)

Form 1295 submitted electronically through the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The submitted and completed, notarized form must be included with your bid response.

DEVIATION/COMPLIANCE SIGNATURE FORM

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

If the undersigned bidder intends to deviate from the General Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Cooperative will consider any deviations in its bid award decisions, and the Cooperative reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the Cooperative of their compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

No Deviations

Yes Deviations

List any Deviations your company is submitting below:

Signature of Authorized Representative

Date

Name (Please Print)

Title

DEALERSHIP LISTINGS

If your company has more than one location that will be servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary.

(Please Print)

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

PART 8.0 – ATTACHMENTS

REFERENCES: Proposal must include at least three references for whom your firm has provided similar products/services within the last three (3) years. Please include company name, name of contact person/title, email address and telephone number of reference.

COMPANY NAME: _____

CONTACT PERSON: _____ TITLE: _____

EMAIL ADDRESS: _____ PHONE#: _____

COMPANY NAME: _____

CONTACT PERSON: _____ TITLE: _____

EMAIL ADDRESS: _____ PHONE#: _____

COMPANY NAME: _____

CONTACT PERSON: _____ TITLE: _____

EMAIL ADDRESS: _____ PHONE#: _____

VENDOR CERTIFICATIONS

NONRESIDENT BIDDER CERTIFICATION

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for MISD to determine the residency of its vendors. In part, this law reads as follows: Section: 2252.001: "Nonresident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state. Section: 2252.002: "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is locate."

Is Texas the principal place of your business? Yes No

If you answered no, please supply the city and state of vendor's principal place of business:

City _____ State _____

DIVERISTY IN CLASSIFICATION

Please indicate if your company is currently a Minority-Owned, Woman Owned, or Historically Underutilized Business (HUB). If your company holds none of these, please indicate by selecting NONE.

Minority-Owned Woman Owned HUB None

NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Vendor Agree? Yes No

ANTITRUST CERTIFICATION STATEMENT

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engage in the same line of business at the Company.

Does Vendor Agree? Yes No

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 231.006, Texas Family Code, as amended by Section 82 of H.B. 433, 74th Legislature, R.S. (Acts 1995, 74th Leg., R.S., ch. 751), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which such a person is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services.

I further acknowledge that a child support obligor or business entity ineligible to receive payments described above shall continue to be ineligible until: (1) all arrearage have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption.

In accordance with 231.006, the names and social security numbers of the individual identified in the contract, bid or application or the sole proprietor and each partner, shareholder, or owner with a minimum 25% ownership interest in the business entity identified therein will be provided.

Pursuant to Section 231.006, the vendor hereby certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Name: _____ Social Security # _____ N/A

FELONY CONVICTION DISCLOSURE STATEMENT

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate the agreement 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."

Subsection (c) states "this section does not apply to a publicly held corporation."

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

Firm is publicly held corporation, does not apply

No felony convictions exist

Yes, Convictions exist and details will be provided

Name of Felon: _____

Details of Conviction: _____

SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES

Background: Texas Education Code Chapter 22 requires entities that contract with school district to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to MISD that they have complied and must obtain similar certifications from their subcontractors. See SB 9 Contractor Certification: Subcontractor attachment. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered Employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. MISD will be the final arbiter of what constitutes continuing duties and direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by MISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Montgomery Independent School District ("MISD") that:

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

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

Does not apply.

I also certify to MISD on behalf of Contractor that Contractor has obtained certification from its subcontractors of compliance with Texas Education Code, Chapter 22.

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

SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR EMPLOYEES

Background: Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to MISD and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered Employees: Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. MISD will be the final arbiter of what constitutes continuing duties and direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by MISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with ("Contractor"), to provide services in connection with the contract between Montgomery Independent School District ("MISD") and Contractor. I, the authorized signatory for Subcontractor, certify to MISD and Contractor that:

None of Subcontractor's employees are covered employees, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Some or all of Subcontractor's employees are covered employees. If this box is checked, I further certify that: (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history. (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify MISD in writing within 3 business days. (3) Upon request, Subcontractor will provide MISD with the name and any other requested information of covered employees so that MISD may obtain criminal history record information on the covered employees. If MISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at MISD.

Does not apply.

I also certify to MISD and Contractor on behalf of Subcontractor that Subcontractor has obtained certification from its subcontractors of compliance with Texas Education Code, Chapter 22.

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

BACKGROUND CHECKS

Montgomery Independent School District reserves the right to require additional background checks of identified personnel performing work on any projects or services where direct contact with staff and students may occur. The cost of the required background checks will be the responsibility of the successful vendor. MISD reserves the right to conduct the background check at its expense by a third party or other solution in order to assure itself of a thorough background check.

Does Vendor Agree? Yes No

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov't Code Ch. 2270)

“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 in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code 808.001 (1)

By agreeing below, I certify and verify that vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Does Vendor Agree? Yes No

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §808.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanction regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist is not subject to the contract prohibition.)

By agreeing below, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Does Vendor Agree? Yes No

TEXAS ETHICS COMMISSION – FORM 1295

Respondents must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Respondents must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity.

The completed Form 1295 with the certification of filing must be filed with MISD by attaching the completed form to the Vendor’s solicitation response.

MISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After MISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from MISD. The acknowledgment of your 1295 form does not guarantee that you will be selected as an approved vendor. An evaluation committee will select the vendor(s) for the project and the Board of Education will approve it during the next available board meeting. An award or regret letter will be sent once the selection and approval process is complete. In the event that your submission is not selected, we will request you to withdraw your 1295 form from the Texas Ethics Commission website.

Please note the following:

BOX 3: Please use Montgomery’s solicitation number as the identification number being requested in box 3 of the CIP Form 1295.

Please acknowledge that you have read and understood that the district may not do business with your company without the submittal of this form.

Does Vendor Agree?

Yes

No

CONFLICT OF INTEREST QUESTIONNAIRE

MISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. H.B. 23 significantly changed the laws relating to Conflict of Interest Disclosures as well as the corresponding forms and required disclosures. As of September 1, 2015, Vendor must sign and complete the new Conflict of Interest Questionnaire (CIQ) and submit the CIQ with its submission.

In accordance with Chapter 176 of the Texas Local Government Code, any vendor who does business with MISD or who seeks to do business with MISD must fill out the new CIQ whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of MISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of MISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of MISD

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

“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. Texas Local Government Code 176.001 (3).

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001 (4).

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001 (2-a).

VENDOR MUST SIGN AND SUBMIT FORM CIQ EVEN IF NO CONFLICT EXISTS. If no conflict exists, Vendor must fill out Box 1 and write N/A in Box 3.

I hereby certify that I have read Form I, Conflict of Interest Questionnaire (CIQ) Instructions, and I agree and understand that the failure to disclose a conflict of interest and/or the failure to sign and submit Form CIQ, even if no conflict exists, with this submission may result in disqualification. Please acknowledge that you have read and understood that the district may not do business with your company without the submittal of this form.

Does Vendor Acknowledge?	Yes	No
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MONTGOMERY INDEPENDENT SCHOOL DISTRICT

Vendor Certifications Form

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED IN THE ATTRIVUTE SECTION FOR THE FOLLOWING:

VENDOR CERTIFICATIONS:

- Nonresident Bidder Certification
- Diversity in Classification
- Non-Collusion Statement
- Antitrust Certification Statement
- Certification of Compliance with Texas Family Code Provision
- Felony Conviction Disclosure Statement
- SB9 Contractor Certification: Contract Employees
- SB9 Contractor Certification: Subcontractor Employees
- Background Checks
- No Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Texas Ethics Commission – Form 1295
- Conflict of Interest Questionnaire

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIPCODE: _____

TELEPHONE NUMBER () _____ FAX NUMBER () _____

EMAIL ADDRESS: _____

PURCHASING CONTACT NAME: _____

SIGNED BY: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

EDGAR CERTIFICATION FORM

The following certifications and provisions are required and apply when MISD expends federal funds for any contract resulting from this procurement process.

Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:

TERMINATION FOR BREACH OF CONTRACT

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.D. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does Vendor Agree? Yes No

TERMINATION FOR CAUSE AND FOR CONVENIENCE

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

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

Does Vendor Agree? Yes No

EQUAL EMPLOYEMENT OPPORTUNITY CLAUSE

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

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

Does Vendor Agree? Yes No

RIGHTS TO INVENTIONS

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

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

Does Vendor Agree? Yes No

CLEAN AIR & WATER ACT

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

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

Does Vendor Agree? Yes No

DEBARMENT & SUSPENSION

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 by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does Vendor Agree? Yes No

BYRD ANTI-LOBBYING AMENDMENT

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

Pursuant to Federal Rule (I) above, when federal funds are expended by MISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by MISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal Appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Vendor Agree? Yes No

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 § CFR

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

Does Vendor Agree? Yes No

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by Montgomery ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor Agree? Yes No

MONTGOMERY INDEPENDENT SCHOOL DISTRICT

EDGAR Vendor Certification Form

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED IN THE ATTRIVUTE SECTION FOR THE FOLLOWING:

EDGAR CERTIFICATIONS:

- Termination for Breach of Contract
- Termination for Cause and for Convenience
- Equal Employment Opportunity Clause
- Davis-Bacon Act
- Contract Work Hours and Safety Standards Act
- Right to Inventions
- Clean Air & Water Act
- Debarment & Suspension
- Byrd Anti-Lobbying Amendment
- Record Retention Requirements
- Certification of Compliance with EPA Regulations
- Certification of Compliance with the Energy Policy and Conservation Act
- Certification of Compliance with Buy America Provisions

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIPCODE: _____

TELEPHONE NUMBER () _____ FAX NUMBER () _____

EMAIL ADDRESS: _____

PURCHASING CONTACT NAME: _____

SIGNED BY: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

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.

