



White Settlement Independent School District

The White Settlement Independent School District (WSISD) is soliciting proposals for Architectural Services as more fully set out in the Request for Qualifications (RFQ). One (1) hard copy original of the proposal and one (1) copy of the proposal must be submitted in accordance with the instruction set out herein to:

White Settlement Independent School District
Attn: Nancy Rodriguez
RFQ# 2020-001, ARCHITECTURAL SERVICES
401 S. Cherry Lane
White Settlement, TX 76108

The following schedule and timelines apply to this RFQ. The following timelines are subject to change at WSISD's discretion:

	Timeline
Release RFQ	<i>Thursday, January 21, 2021 and January 28, 2021</i>
Last Day for Questions	<i>Wednesday, February 3, 2021, 2:00 p.m.</i>
RFQ Due	<i>Monday, February 8, 2021, 2:00 p.m.</i>

NOTICE REGARDING SUBMISSION OF RESPONSE TO THIS REQUEST FOR QUALIFICATIONS (RFQ)

The District recommends you either hand deliver, or submit via U.S. Postal Service or have it delivered by courier type service, such as FedEx or UPS, etc., with a recipient's signature and documented time of delivery the RFQ response to the Purchasing Office at the following address:

White Settlement Independent School District
ATTN: Nancy Rodriguez
RFQ# 2020-001, ARCHITECTURAL SERVICES
401 S Cherry Lane
White Settlement, Texas 76108

Proposals received at the WSISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. The district shall not be held liable for late proposals.

NOTE:

The U.S. Postal Service mail goes to our Central Office Receptionist to be processed before delivery to the departments. Delivery of Proposal envelope to other Departments within the White Settlement Independent School District is not considered as delivery to the Purchasing Department. This means you may mail the response in time, but it may not be received in the Purchasing Office in a timely fashion, and therefore will be rejected.

Oral, e-mail, or telegraphic proposals transmitted via the District's facsimile machine are not acceptable.

DO NOT FAX OR EMAIL YOUR SUBMISSION.

General Information

WSISD serves approximately 6,800 students, employs approximately 870 employees, and has an annual budget of approximately \$62,000,000.

WSISD currently has one high school, one middle school, one intermediate school, four elementary school, and one fine arts academy (total 8 campuses).

Purpose of Proposal

WSISD is seeking architectural services for the following:

1. Long-Range Facility Planning
2. Bond Planning
3. Facility Programming, Facilities Design and Construction Administration

WSISD reserves the right to adjust the Scope of Services and completion schedule for services based on WSISD's budget and current needs.

Each respondent will be asked to complete a Summary of Information/Qualifications, which illustrates the firm's general information, experience, financial information, available services, philosophy, personnel and references (Attachment A).

Contract Term

If approved the initial engagement period will be for five (5) years from the date of Board of Trustees approval with a District option to renew for two (2) additional one (1) year, period.

Contract(s) will be put into effect by means of a letter of acceptance, or some other written notification of acceptance by The District, within ninety (90) days of approval by The District's Board of Trustees. The document of acceptance, this RFP/RFQ, the Offeror's proposal, and possibly the Offeror's "binder" will comprise the contract. The Offeror's "binder" and/or standard contract may become a part of the contractual document, but the purchasing terms/conditions of this RFP/RFQ shall take precedence unless deviations/exceptions are specifically identified in a separate document that is executed by Offeror and the District's Director of Purchasing and noted as an attachment to the contract.

SUBMISSION FORM
TO BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL SUBMISSION

Company Name

Business Address

The undersigned, having fully and carefully read and examined the Request for Qualifications (RFQ) Documents, Enclosures and Addenda, hereby submit to White Settlement Independent School District their qualifications proposal in accordance with the solicitation documents and addenda at the place, price and in a manner set out therein and certifies the following:

- a. Represents that to the best of its knowledge it is not indebted to the White Settlement Independent School District. Indebtedness to the District shall be basis for the non-award and/or cancellation of any award.
- b. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded contract.
- c. The undersigned affirms that they are duly authorized to execute this proposal, to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included herein, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Bidder, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this solicitation.

Signatures: Signed and submitted by:

(Signature of person authorized to sign this Proposal)

(Print name of person authorized to sign this Proposal)

Email: _____

Phone: _____

Fax: _____

An unsigned proposal shall be rejected.

SECTION 1

PROPOSAL RESPONSE REQUIREMENTS

NOTE: Responses shall contain the following information and shall be submitted in the order shown below. Please address each section in your statement of qualifications and divide each section, of your response, with identifying tabs.

Title Page:

Show the RFQ subject, the name of the proposer's firm, address, telephone number, name of contact person and date. Please include the table below on the Title Page

TAB:

A) Letters

The first page following the divider shall be a letter transmitting the response to the District and stating that the proposal set forth in it remains effective for a period of 120 calendar days. At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Respondent.

B) Firm Information

Firm name, addresses, and telephone numbers of all firm offices.
Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
Years firm has been in business.
Names of principals in firm.
Primary contact.
Organizational description.
Description of firm's philosophy.

C) General Company History/Qualifications

A brief history of the Architect and the services routinely provided in-house on municipal (or related) building projects.
An organization chart that explains team member responsibilities.
The resumes of all persons to be assigned to the project with their prospective roles identified.
Documentation that the firms on the Architect's team (architects and engineers) are registered in the State of Texas.

D) Financial and Legal Status

Describe the general financial capability of the Respondent. If requested during the selection or negotiation process, a financial statement and balance sheet may be required to be submitted by the proposer.
List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
List all litigation against or involving the firm or its agents or employees with respect to any work performed.
All insurance coverage that the firm has which would be applicable to the work.

E) Experience and References

Discussion of Architect's experience in working with Government Agencies.
List of all representative public school district (and Governmental) projects, whether ongoing or completed, including references within the last three (3) years Please begin with projects in Texas. For each, please provide:
Project name and location
Year completed
Short description of project
Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project.
Names, addresses and telephone numbers of general contractor and engineer
Design and construction cost and whether or not it was within the project budget.
Construction time and whether or not it was completed on time.

List of all projects currently under contract.

F) Management and Organizational Approach – on two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description

Please describe your firm’s understanding of the project or services requested.

Describe how the firm will organize to perform the services.

Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, School board members, staff and users.

Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.

Describe the architectural team’s approach to communication with the City and Construction Manager.

Description of Architect’s approach to code analysis and jurisdictional approvals.

*In the event that two or more architectural firms are collaborating, tabs A-F must be filled out for each company, with responsibilities clearly delineated between firms.

G) A general fee structure, provided on a per hour basis for all:

Partners, Associates, professional, administrative, clerical, and support staff.

**SECTION II
SCOPE OF WORK**

2.1 SCOPE OF WORK

Proposers are expected to examine the scope of work, standard provisions and all instructions. Failure to do so will be at the proposer’s risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

GENERAL SCOPE OF SERVICES

A. Long-Range Facility Planning (Plan) and Bond Planning Services

One or more firms may be selected for the purpose of providing Long-Range Facility Planning and Bond Planning Services prior to the calling of a bond election. The District intends to select from the qualified responders a firm who can produce a comprehensive 10-year strategic Long- Range Facility Plan. The resulting Plan may be used to provide Bond Planning Services and support informative presentation materials for the District. All materials produced may be used by the District to present and communicate the long-term needs of the District to staff and to the District’s communities.

The firm(s) selected will provide Long-Range Facility Planning and Bond Planning Services to include at a minimum:

1. Review, research, analyze, and validate the District’s need for future facilities/buildings.
2. Provide the District with updated architectural programming and project space planning of existing facilities.
3. Provide research and data to substantiate needs of the District to pursue a future bond referendum.
4. Summarize findings and recommendations with a comprehensive 10-year strategic Long- Range Facility Plan for existing and projected District facilities. The Plan should include timing and estimated project costs.
5. Produce public educational bond planning materials and multimedia presentations as required to communicate to the District’s Board of Trustees and educate the District’s community concerning future facility needs as addressed in the 10-year strategic Long-Range Facility Plan.

B. Facility Programming, Design, and Construction Administration

One or more firms may be selected for the purpose of providing Architectural Services for specific facility projects to include but are not limited to:

- Site Acquisition Evaluation
- Project Scope Programming
- Schematic Design
- Design Development
- Energy Modeling
- Construction Documents
- Administration of the Construction Contract
- Project Close Out & Warranty

2.2 EVALUATION PROCEDURES

The District’s Selection Committee will, using the Evaluation Factors and weightings described in Section 2.3. below, conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFQ. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may, at the discretion of the Selection Committee, be eliminated from further evaluation. After completing its deliberations, the Selection Committee shall present its rankings and recommendations to the Superintendent, who shall in turn, use the Committee’s evaluation as the basis for a recommendation to the Board of Trustees for final selection.

In considering the Superintendent’s recommendation, the Board shall also consider the recommendation of the Selection Committee. However, in making the final selections but may also conduct its own interviews with proposers and may conduct its own evaluation of the proposals, and using the Evaluation Factors and weightings described in Section 2.3. below, conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFQ.

2.3 EVALUATION FACTORS

Criteria	Description	Weighted Value
1	Qualifications of firm, specifically as they relate to this request.	40%
2	Related project experience of the firm(s) and the individuals who would be assigned to this Project.	15%
3	This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.	15%
4	This would include any documents submitted such as concept plans, space planning, and design concepts and other related items.	5%
5	Professional References	10%
6	Proposer’s ability to provide cost-effective services	15%
	Total	100%

SUBMISSION OF PROPOSALS: Proposals shall be submitted in strict compliance with the instructions set out in this RFQ. **All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original in ink.** Failure to manually sign the required forms of this proposal may result in rejection of the Proposer’s proposal. A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the RFQ.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their

standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project, if applicable. Travel expenses associated with the project must conform to Travel Reimbursement Rates posted on the Texas Comptroller of Public Accounts website for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.

Proposer(s) are required to provide WSISD with a menu of any optional services, if offered. Each service must be priced separately and independent of any other services offered or rendered.

FINANCIAL INFORMATION: Proposer(s) may be required to submit a current audited financial statement. The Director of Purchasing will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)' federal income tax returns, with all amendments, may be required.

DISCUSSIONS / NEGOTIATIONS: Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, WSISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by WSISD and will include only those initial proposals that WSISD determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

BEST AND FINAL OFFERS: If discussions/negotiations are conducted, proposers will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted Qualification Statement will be used for further evaluation and award recommendation.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Qualification Statements may be modified or withdrawn by written or electronic notice received by White Settlement ISD prior to the exact hour and date specified for receipt of qualification statements. A qualification statement may also be withdrawn in person by a Proposer's authorized representative prior to the due date and time, provided the Proposer's identity is confirmed and Proposer's representative signs a receipt for the qualification statement. At the District's discretion, one or more Proposer(s) may be invited to demonstrate their solution(s) and/or system(s) and interview or host a District visit, based on a District pre-defined agenda and time line. Said Proposer(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFQ requirements.

Award of the Project to Proposer(s) will be confirmed by an Award Letter, and/or Purchase Order.

Timelines set forth herein may be strictly enforced by the District. The District, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the District.

LATE PROPOSALS: Responses submitted after the due date and time noted in this RFQ shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible for lateness of Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. **The time and date stamp clock in the White Settlement ISD's Purchasing Department, 401 S. Cherry Lane, White Settlement Texas 76108, shall be the official date and time of receipt.** It shall be the sole responsibility of the Proposer(s) to ensure that their proposal is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

RETENTION OF PROPOSAL DOCUMENTATION: All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of WSISD.

RESERVATION OF RIGHTS: The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the Best Value for the District, and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFQ. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

SECTION III GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this RFQ and incorporated into any formal written agreement between WSISD and the successful Proposer(s).

AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS: The Request for Qualifications, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District's Agreement form(s), which may include, but are not limited to a written contract, agreement letter or Purchase Order constitute the Agreement between the Supplier and the District (collectively, the, "Agreement"). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES. To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District's Agreement forms (written contract, agreement letter or Purchase Order as applicable), and (ii) RFQ as provided by the District, to include all Addenda, and (iii) any Proposal provisions agreed to by the District. In the event that a project is awarded to a Supplier and the Supplier requests changes to the Agreement, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District's discretion.

Unless otherwise provided or required by the District, a standard agreement which results from this RFQ shall be for a period of one year from Effective Date of the Agreement with an exclusive option by the District to renew on an annual basis thereafter for two additional one-year terms, or as otherwise stated in the Agreement. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period.

Renewal, if applicable, of the contract resulting from this RFQ will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of White Settlement Independent School District, or its designee, reserve the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

Purchases made as a result of this RFQ require the issuance of an official WSISD Purchase Order from the District's Purchasing Department. All services provided without a Purchase Order may be considered a donation to the District.

WSISD reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a Purchase Order shall be communicated to the awarded supplier by the

issuance of a Purchase Order change. Only an WSISD Purchasing staff member may make a change to the Purchase Order by issuing and sending an updated Purchase Order to the awarded supplier.

Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable WSISD procedures and policies. Unless indicated otherwise in the Agreement, only the Director of Purchasing is authorized to make changes to the Agreement. If Supplier acts on the direction of a District employee that is not authorized to make changes, Supplier does so at their own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at their own risk or peril and risks termination of the Agreement for cause.

QUANTITY: There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by WSISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.

NON-ASSIGNMENT: The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this RFQ.

USE OF DISTRICT NAME OR LOGO(S): Supplier may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Director of Purchasing.

AUTHORIZATION/PERMITS: The Supplier must have and maintain during the term of the Agreement current licenses, permits, fees and similar authorizations required by the City of White Settlement, Tarrant County, and the State of Texas, where applicable, to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Supplier must provide copies of all such licenses, permits and fees as being paid for type of business they are seeking to provide to the District.

SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS: Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have continuing duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

Supplier shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract, or cancel the contract.

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this contract if the District determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed the termination of the contract.

CONFLICT OF INTEREST DISCLOSURE: pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with White Settlement ISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code. The District's electronic Conflict of Interest Disclosure form can be found here: <https://www.ethics.state.tx.us/forms/CIQ.pdf>

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by the White Settlement ISD Board of Trustees', regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFQ, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Additional information can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT VENDOR VERIFICATION FORMS: All vendors submitting a response to a formal Bid, RFQ, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Forms within this document.

SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION: The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Safety Data Sheet (SDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

WSISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

CONFIDENTIAL AND PROPRIETARY INFORMATION: The District and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure

shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

TEXAS PUBLIC INFORMATION ACT (TPIA): Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. Proposers must clearly and conspicuously mark any pages of their RFQ response when they feel are not subject to the TPIA as “PROPRIETARY AND CONFIDENTIAL.” In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Supplier further acknowledges that pages of their RFQ response not clearly marked as “PROPRIETARY AND CONFIDENTIAL” may be released as part of a TPIA request without notice to Supplier.

WORK MADE FOR HIRE: All work resulting from this project shall be deemed “Work Made For Hire” as defined by the United States Copyright Law, and WSISD retains sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier’s personnel in the course of performing the work.

STUDENT CONFIDENTIALITY: Supplier acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student. Supplier must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

INSURANCE: Unless otherwise agreed to by WSISD, the Supplier shall carry insurance with responsible carriers acceptable to WSISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to WSISD indicating compliance with this paragraph. With no intent to limit Proposer(s) liability or the indemnification provision set forth herein, the Proposer(s) shall provide and maintain certain insurance in full force and effect at all times during the term of this agreement and any extensions thereto.

The insurance, at a minimum, must include the following coverage and limits of liability:

Coverage	Limit of Liability
Worker's Compensation and Employer's Liability	Statutory for Worker's Compensation
Employer's Liability or other alternative replacement or substitute coverage can be used in place of Worker's Compensation. Any proposal seeking to provide non- subscriber alternative to statutory Workers' Compensation must be reviewed and approved by the District	Bodily injury by accident \$1,000,000 (each accident)
Commercial General Liability	Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and \$1,000,000 aggregate
Professional Liability	\$1,000,000 each occurrence and \$2,000,000
Automobile Liability Insurance (Including employer's non- ownership and hire auto coverage)	\$1,000,000 combined single limit per occurrence

Form of Policies The insurance may be in one or more policies of insurance, the form of which must be approved by the District.

Insured Parties Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the District (and its elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals during the term of the Contract.

Deductibles A policy may contain deductible amounts only if the District approves the amount and scope of the deductible. Proposer shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the District, its officers, agents, or employees.

Cancellation Each policy must expressly state that it may not be cancelled, materially changed, or non-renewed unless thirty (30) days advanced notice of cancellation is given in writing to the District by the insurance company. Proposer shall give written notice to the District within five (5) days of the date upon which total claims by any party against Proposer reduce the aggregated amount of coverage below the amounts required by the Contract.

Subrogation Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the District, its elected and appointed officials, officers, agents or employees.

Endorsement of Primary Insurance Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

Delivery of Policies All of the insurance required to be carried by Proposer hereunder shall be by policies that give thirty (30) days written notice to the District before they may be cancelled or materially changed. Within such thirty (30) day period, Proposer covenants that it will provide either suitable policy in lieu of those about to be cancelled or materially changed, so as to maintain in effect the coverage required. Failure or refusal of Proposer to obtain and keep in force the above required insurance coverage shall authorize the District, at its opinion, to terminate the Contract at once.

TAXES: WSISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.

INVOICES/PAYMENT: WSISD standard payment terms are net 30 days after receipt of goods/services AND invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Supplier's invoices should be sent to: White Settlement Independent School District, Accounts Payable Department, 401. S. Cherry Lane, White Settlement, Texas 76108 or wsisdinvoices@wsisd.net

Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices **must** contain the appropriate WSISD Purchase Order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the Purchase Order. Invoices submitted without the correct Purchase Order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within 30 days of providing goods and/or services to the District. In the event a Supplier presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. **The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.**

BONDING: At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts for capital projects (\$100,000 for Performance Bond, and \$25,000 for Payment Bond). The District will determine the necessity of Performance and Payment Bond on a project by project basis. The Director of Purchasing will advise potential Proposers if a particular project requires bonding.

GOVERNING LAW: Any agreement resulting from this RFQ shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Tarrant, State of Texas, shall be an appropriate place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

RELATIONSHIP OF THE PARTIES: It is understood and agreed that the Supplier is a separate legal entity from WSISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of WSISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

NO WAIVER OF IMMUNITY: The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of WSISD. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

INDEMNIFICATION: THE SUPPLIER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND WSISD AND EACH OF IT'S RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY WSISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF THE AGREEMENT.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

NOTICE: Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Supplier's Contact Name and Address as listed in Form A***
To: White Settlement Independent School District
Attn: Director or Purchasing
401 S. Cherry Lane
White Settlement, Texas 76108

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

SECTION HEADINGS: The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

THIRD PARTIES: Nothing relating to this project shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against WSISD or the Supplier(s). Nothing in this RFQ shall create a contractual relationship with or a cause of action in favor of a third party against either WSISD or the Supplier.

TERMINATION: The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFQ upon thirty (30) calendar days' prior written notice, or five (5) days prior written notice for cause. WSISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective. In the event of termination prior to completion of the Project, compensation shall be prorated on the basis of work actually performed, and the Supplier shall only be entitled to receive just and equitable compensation for any satisfactory work completed up to the date of termination, unless otherwise mutually agreed upon by District and Supplier.

DEFECTIVE/NON-CONFORMING WORK: If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, WSISD may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of WSISD's order to stop further work, as set forth above, WSISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.

DEFAULT CONDITIONS: If the Supplier: (i) breaches any provision of the Agreement; (ii) becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), WSISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to the Supplier. WSISD will then be relieved of all obligations, except to pay the reasonable value of the Supplier's prior performance, satisfactory to WSISD (at a cost not exceeding the agreement rate and subject to any claims, costs and expenses incurred by WSISD as a result of Supplier default). In the event of default, WSISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. The Supplier will be liable to WSISD for all costs exceeding the Agreement price that WSISD incurs in completing or procuring the services and goods as provided for in the Agreement. WSISD's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

WARRANTIES: SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFQ WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFQ AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY

OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S DIRECTOR OF PURCHASING.

USE BY OTHER GOVERNMENT ENTITIES: The Texas Education Code 44.031 (a)(4) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event WSISD allows another governmental entity to join the Agreement, it is expressly understood that WSISD shall in no way be liable for the obligations of the joining governmental entity.

UNENFORCEABLE SECTIONS: If any portion of this RFQ or any Agreement is deemed to be unenforceable, the remainder of the RFQ and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

SUBCONTRACTING: The Supplier shall not subcontract services provided in this RFQ without prior written approval by WSISD.

WORK STOPPAGE: In no event shall WSISD be liable or responsible to the Supplier or any other person for or on account of, any stoppage or delay in work.

HAZARDOUS MATERIALS: In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release or exposures to any such substances as a result of the Supplier's activities.

BUSINESS ETHICS: During the course of the project awarded by this RFQ, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of WSISD, its authorized agents and representatives, or to family members of any of them. At any time, the Supplier believes there may have been a violation of this obligation, the Supplier shall notify WSISD of the possible violation. WSISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to WSISD's personnel or its authorized agents and representatives.

BUSINESS CERTIFICATES/WSISD TAXES: All individuals or entries entering into a contract with WSISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

Corporations: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.

Partnerships and Joint Stock Companies, and Limited Liability Partnerships: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105 – PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT, Article 6132a-1, "Texas Revised Limited Partnership Act. All partners in a partnership must file a "Certificated of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

Entities whether, Corporate, Partnership, or Sole Owner must be current on WSISD Property Taxes: If commercial personal property is located within WSISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas "PROPERTY TAX CODE".

ATTORNEY FEES: In connection with WSISD's defense of any suit against it and/or WSISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFQ or any agreement, in which WSISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, WSISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

THIS SECTION INTENTIONALLY LEFT BLANK

FORM A - FIRM INFORMATION

Notice

This form requires an original manual signature after each subsection, a manual signature on the final page and must be included with the proposal in Tab 2 of the Proposal.

STATE OF _____

**AFFIDAVIT OF OWNERSHIP, CONTROL
AND CORPORATE INFORMATION**

COUNTY OF _____

I, _____ [FULL NAME] HEREAFTER "AFFIANT"

_____ [STATE TITLE/CAPACITY WITH PROPOSAL] OF

_____ (PROPOSAL'S CORPORATE/LEGAL NAME), WHO
ASSURE THE DISTRICT OF THE FOLLOWING:

1. AFFIANT IS AUTHORIZED TO GIVE THIS AFFIDAVIT AND HAS PERSONAL KNOWLEDGE OF THE FACTS AND MATTERS HEREIN STATED;
2. PROPOSER(S) SEEKS TO DO BUSINESS WITH THE DISTRICT IN CONNECTION WITH **RFQ# 2020-001 - ARCHITECTURAL SERVICES** WHICH IS EXPECTED TO BE IN AN AMOUNT THAT EXCEEDS \$10,000.
3. THE FOLLOWING INFORMATION IS SUBMITTED IN CONNECTION WITH THE PROPOSAL, SUBMISSION OR BID OF PROSPER IN CONNECTION WITH THE ABOVE DESCRIBED PROJECT OR MATTER.

COMPANY NAME: _____

HOME OFFICE: _____ LOCAL OFFICE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

CONTACT PERSON'S NAME: _____

CONTACT PERSON'S TELEPHONE NUMBER: _____

CONTACT PERSON'S E-MAIL ADDRESS: _____

1. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN CONTINUOUS OPERATION: _____
2. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME: _____
3. DOES YOUR COMPANY PAY TAXES TO THE WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT?

4. IF YES, ARE YOUR TAX PAYMENTS TO WSISD CURRENT? _____
5. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR THE WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT YES NO
6. TYPE OF BUSINESS ENTITY: PUBLICLY TRADED CORPORATION PRIVATE CORPORATION LIMITED PARTNERSHIP PARTNERSHIP SOLE PROPRIETORSHIP NOT FOR PROFIT ENTITY

7. IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

CHARTER NUMBER: _____

PRESIDENT: _____

VICE PRESIDENT: _____

CORPORATE SECRETARY: _____

TREASURER: _____

8. IF PARTNERSHIP OR CORPORATION, DATE OF ORGANIZATION CREATION: _____
9. IF SOLE PROPRIETOR, NUMBER OF YEARS IN BUSINESS: _____
10. NUMBER OF YEARS DOING BUSINESS WITH WSISD: _____
11. DO YOU HAVE EXPERIENCE WITH OTHER SCHOOL DISTRICTS? _____ YES _____ NO
12. IF YES, PLEASE LIST NAMES OF SCHOOL DISTRICTS: _____

13. NAME AND COMPLETE ADDRESS OF ALL PARTNERS LISTED ON A SEPARATE SHEET AND ATTACHED.
14. IF OTHER THAN CORPORATION OR PARTNERSHIP, DESCRIBE ORGANIZATION AND NAME OF PRINCIPALS: _____
15. CHECK ONE OF THE FOLLOWING:
 PROPOSER WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE
 PROPOSER WILL PURCHASE GOODS DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER
16. NAME OF STATE WHERE YOUR HOME OFFICE/HEADQUARTERS IS LOCATED: _____

IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS YES NO

IF YES, WHAT PERCENTAGE: _____ %

DOES YOUR COMPANY EMPLOY 500 OR MORE PERSONS IN TEXAS? YES NO

I ATTEST THAT I HAVE ANSWERED THE QUESTIONS REGARDING COMPANY INFORMATION TRUTHFULLY AND TO THE BEST OF MY KNOWLEDGE.

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE

FORM B
ANTITRUST CERTIFICATION STATEMENT:

(Texas Government Code §2155.005)

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

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

Company Name _____

Company Address _____

City, State, Zip Code _____

Phone _____

Facsimile _____

Proposer Printed Name _____

Proposer Signature _____

Position with the Company _____

(IF DIFFERENT FROM ABOVE)

Official Authorizing Proposal

Corporate Officer's Signature _____

Printed Name _____

Position with the Company _____

Instructions to School District Contractors Regarding Criminal History Background Searches Under Texas Education Code §22.0834(g)

Texas Education Code §22.0834(g) directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322
Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

Company Name
Company Address
Company Phone
Name of Company point of contact
Phone of Company point of contact
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After you sign the DPS User Agreement for FACT, DPS will provide you with a revised **FAST Fingerprint Pass** that you will have to provide to your employees and applicants. Your employees and applicants will use that **FAST Fingerprint Pass** when scheduling their FAST fingerprinting.

Criminal History Background Searches Under Texas Education Code §22.0834(g)

The Contractor shall be responsible for compliance with all required provisions of Texas Education Code §22.0834(g) at no additional cost to the Owner. Texas Education Code §22.0834(g) requires finger printing, background checks and registration through the Texas Department of Public Safety (DPS) of all employees of the Contractor, Subcontractors, and material and/or any other type suppliers who may enter any site where White Settlement ISD students are or may be attending classes, or where students are on or may be on the site for any school purpose.

All inquiries related to compliance with Texas Education Code §22.0834(g) shall be forwarded to:
Director of Purchasing
White Settlement Independent School District
817-367-5310

The Contractor shall be responsible for all costs related to compliance with Texas Education Code §22.0834(g) and include those costs within its proposal. Employees of the Contractor shall not be permitted to access the site and begin work until such time as all provisions of Texas Education Code §22.0834(g) for each employee have been satisfied.

FORM C
SENATE BILL 9 CONTRACTOR CERTIFICATION

Texas Education Code §22.0834(g) Contractor Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ (“Proposer”), I certify that [check one]:

None of Contractor’s employees are covered employees, as defined above.

Or

Some or all of Contractor’s employee are covered employees. If this box is selected, I further certify that:

(1) In the event Proposer is awarded this contract with the District, Proposer shall obtain all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees that have a disqualifying conviction shall be used to carry out the duties required of this contract. Proposer has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students

(2) If Proposer receives information that a covered employee has a disqualifying conviction, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Proposer will make available for the District’s inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Proposer with this certification may be grounds for contract termination.

Proposer Signature _____

Proposer Printed Name _____

Position with Company _____

Date _____

FORM F - CERTIFICATION OF INSURANCE

Proposer is asked to submit proof of insurance as Form F of Proposal response.

FORM G
CERTIFICATE OF INTERESTED PARTIES – FORM 1295

A person or business entity entering into a contract and/or agreement with WSISD is required by the New Government Code Statute §2252.908, to complete Form 1295 “Certificate of Interested Parties”. This form must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, notarized and then submitted along with the bid/quote/proposal documents(s). If Form 1295 is not submitted along with your bid/quote/proposal response, your response may be considered “non-responsive” and may be disqualified.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
_____ Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			

FORM H

White Settlement ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to White Settlement ISD along with your proposal.

The following certifications and provisions are required and apply when White Settlement ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**WHITE SETTLEMENT ISD
VENDOR CERTIFICATION FORMS**

FELONY CONVICTION NOTIFICATION

Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”. Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business for services performed before the termination of the contract.”

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH HOUSE BILL 89

Vendor certifies that is in compliance with all applicable provisions of the House Bill 89. Purchases made in accordance under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 must comply with the following:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with White Settlement Independent School District.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

The following provisions are required and apply when federal funds are expended by White Settlement ISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) 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 federal funds are expended by White Settlement ISD, White Settlement ISD 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. White Settlement ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if White Settlement ISD believes, in its sole discretion that it is in the best interest of White Settlement ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by White Settlement ISD as of the termination date if the contract is terminated for convenience of White Settlement ISD. Any award under this procurement process is not exclusive and White Settlement ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of White Settlement ISD.

Does vendor agree to abide by the above? YES _____ Initials of Authorized Representative of vendor

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

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

Does vendor agree to abide by the above? YES_____ Initials of Authorized Representative of vendor

(D)Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by White Settlement ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (E) above, when federal funds are expended by White Settlement ISD, the vendor certifies that during the term of an award for all contracts by White Settlement ISD resulting from this

procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

(F)Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or 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 White Settlement ISD, the vendor certifies that during the term of an award for all contracts by White Settlement ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

(G)Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and 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 theRegional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

(H)Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by White Settlement ISD, the vendor certifies that during the term of an award for all contracts by White Settlement ISD resulting from this procurement process, the 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_____ Initials of Authorized Representative of vendor

(I)Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by White Settlement 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_____ Initials of Authorized Representative of vendor

**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 White Settlement 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 _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by White Settlement ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF 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 _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____