



PURCHASING DEPARTMENT

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White Settlement, Texas 76108
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REQUEST FOR PROPOSAL #2019-021

For: Brewer High School Band Hall Plumbing Repairs

Date of Issue: January 30, 2020

You are invited to submit a proposal to provide Brewer High School Band Hall Plumbing Repairs for the White Settlement Independent School District.

SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. LOCAL TIME ON February 13, 2020

Your proposal **MUST** be signed by an individual authorized to contractually bind the firm or individual submitting the proposal. Failure to sign the proposal will cause it to be rejected as NON-RESPONSIVE. Person signing the Proposal should show title or authority to bind his/her firm in a contract.

RESPONSES WILL NOT BE OPENED OR READ PUBLICLY

You are representing to WSISD that you are authorized to submit this proposal by signing below.

Company Name _____

Address _____ City _____

State _____ Zip _____

Signature of Authorized Representative _____ Date _____

Printed Name _____

Email _____

Phone _____ Fax _____

REQUIRED SUBMITTAL

NOTICE REGARDING SUBMISSION OF RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP)

The District recommends you either hand deliver the RFP response to the Purchasing Office at the following address:

WSISD Purchasing Department
401 S Cherry Lane
White Settlement, Texas 76108

or have it delivered by a courier type service, such as FedEX or UPS, etc., with a recipient's signature and documented time of delivery.

Proposals submitted via the U. S. Postal Service are to be mailed to:

WSISD Purchasing Department
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 YOUR SUBMISSION.

SUBMIT ONE ORIGINAL AND ONE (1) COPY OF YOUR PROPOSAL.

RESTRICTED CONTACT PERIOD

"Restricted Contact Period" shall mean a prohibition on any communication during the solicitation, evaluation and award process regarding this RFP, between:

- a) any person who seeks an award from the District or its affiliated entities including a potential Proposer or Proposer's representative; and
- b) any Board Member, the Superintendent, senior staff member, principal, department head, Coordinator, manager or other District employee who has influence in the evaluation or selection process.

WSISD REGULAR HOURS:

Open Monday through Friday, 8:00am – 4:00pm

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1.0 INSTRUCTIONS TO PROPOSERS

1.1. **PROCESS OVERVIEW:** This section outlines the steps in the procurement process.

Issuance (Public Notices)	January 30, 2020 and February 6, 2020
Deadline for Questions	February 12, 2020 by 2:00 pm
Proposal Due Dates	February 13, 2020 by 2:00pm

1.2. DISCUSSIONS / NEGOTIATIONS

The District's Purchasing Department and key representatives and proposers may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers 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 and responsiveness of the proposal submitted will be determined by WSISD's Coordinator of Purchasing and the evaluation will include only those initial proposals that the Coordinator determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal.

1.3. QUESTIONS

Questions, requests for additional information/interpretation, omissions, or requested corrections shall be sent to the Purchasing Department, in writing, by **February 12, 2020 by 2:00 pm**. You may e-mail this information to nrodriguez@wsisd.net. Only questions answered by formal posted written addenda will be binding.

1.4. TEXAS PUBLIC INFORMATION ACT

White Settlement Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this Solicitation may be subject to release as public information unless the response or specific parts of the response are excepted from public disclosure under such Act. Proposers should consult their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed *Confidentiality Declaration Form* – **See Required Forms**. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1.5. CONFIDENTIAL & PROPRIETARY INFORMATION DECLARATION

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the *Confidentiality Declaration Form*. By submitting copyrighted materials and completing the *Confidentiality Declaration Form*, proposers grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a proposer is unable to grant such authorization and waiver,

copyrighted materials must not be included in the bid.

1.6. WITHDRAWAL OF PROPOSAL

Subject to the restrictions discussed below, the District will consider a WRITTEN REQUEST from any Proposer to withdraw their proposal, but ONLY IN ITS ENTIRETY, and ONLY PRIOR TO THE DUE DATE AND TIME FOR PROPOSAL SUBMISSION. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate his/her title along with his/her signature. **No proposal may be withdrawn after the date and time that proposals are due as specified in the Notice of Proposal Invitation.**

If a Proposer requests to withdraw a proposal, and the District allows the withdrawal of the proposal, the Proposer may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in this RFP. If a Proposer resubmits a proposal that was withdrawn, and makes changes to any document in the proposal package, an authorized agent of the Proposer must initial all alterations made to any proposal document. All proposals in the possession of the District at the time proposals are due shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP.

1.7. EXCEPTIONS & DEVIATIONS

If any *exceptions* are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the *Deviation/Compliance Signature Form – See Required Forms*, or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the proposer of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications, or conditions.

1.8. PROPOSED CONTRACT DOCUMENT(S)

Proposer must include its *proposed contract* (if applicable) in its response to this RFP. Proposer shall also be prepared to submit the contract in Microsoft Word format per request by the District. The contract form should already have been used, and approved with other Texas school districts, other units of local government, and/or State Agencies. This RFP and the Proposer’s response ***shall be added*** by reference as an addendum to the Contract.

1.9. LOBBYING

In order to ensure the integrity of the selection process, Proposer’s employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation to the Proposer’s response, directly or indirectly, through any contact with school board members or other district official from the date this RFP is released until the award.

1.10. CONFLICT OF INTEREST

This RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of the District, is at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.

1.11. ASSIGNMENT / DELEGATION

No responsibility or obligation created by this contract shall be assigned or delegated by the firm without written permission from the District. Any attempted assignment or delegation by the firm shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

1.12. TAX EXEMPTION STATUS:

WSISD is exempt from, and will not be responsible for payment of, any taxes, federal excise taxes, state and local sales taxes, and use 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 proposer shall absorb the taxes entirely. The district will supply tax exemption information upon request. WSISD will not pay any taxes, fees, surcharges, or late payment charges incurred as result of billing errors by proposer regardless of any corporate policy, billing statement, tariff, or proposer contractual clause to the contrary.

1.13. AWARD / EVALUATION OF PROPOSALS

- a. The White Settlement Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.
- b. The District reserves the right to award to a primary and/or secondary vendor, single proposer, multiple proposers, each line item separately or in any combination it determines to be in its best interest.
- c. Responses and offers must remain open for acceptance for a period of thirty (30) days subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
- d. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the District.

1.14. COLLUSION / DISQUALIFICATION

Proposer may be disqualified before or after WSISD opens proposals upon evidence of:

- a. collusion with the intent to defraud;
- b. intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage;
- c. of debarment and/or suspension;
- d. indebtedness to the District.

Non-Responsive Proposals and deviations/exceptions stipulated in Proposer’s response may also result in disqualification.

END OF SECTION

2.0 GENERAL TERMS AND CONDITIONS

2.1. TERMS AND CONDITIONS

In submitting a proposal, the Proposer understands and agrees to be bound by the following terms and conditions, which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the firm and the District. By submitting a proposal, the Proposer agrees to waive any claim it has or may have against the District, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the RFP Documents; acceptance or rejection of any proposal; and award of Contracts, if any. The District may elect to issue subsequent RFP's and approve additional firms for the same or similar items/services during the agreement period if it is determined to be in the best interest of the District.

2.2. COMPLIANCE WITH LAWS

Proposer and WSISD shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations. All federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulation, including EDGAR Certifications, are hereby integrated into this Contract.

Student Confidentiality

Contractor 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 awarded Contractor shall be provided in compliance with the requirements and exceptions outlined in FERPA. Contractor must comply with said law and regulations and safeguard student information. Contractor may not disclose student information to a third party without prior written consent from the parent or eligible student. Contractor must destroy any student information received from the District when no longer needed for provision of services to District.

2.3. CONFLICT OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). WSISD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Proposers or parties to subcontracts. WSISD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. For more information regarding conflicts of interest, visit the district Conflict of Interest policies located at: <https://pol.tasb.org/Policy/Search/1114?filter=conflict%20of%20interest>.

2.4. TEXAS PUBLIC INFORMATION ACT (TPIA).

PROPOSER acknowledges that the WSISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, WSISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

- a. by WSISD; [or]
- b. for WSISD and WSISD
 - i. owns the information; or
 - ii. has a right of access to the information; or
 - iii. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; [or]

- c. by an individual officer or employee of WSISD in the officer's or employee's official capacity and the information pertains to official business of the WSISD.

Proposer is expected to fully cooperate with the WSISD in responding to public information requests. This includes, but is not limited to, providing the WSISD with requested documentation. In the event that the request involves documentation that Proposer has clearly marked as confidential and/or proprietary, as outlined in *Section 1.5*, WSISD will provide Proposer with the required notices under the TPIA. Proposer acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

2.5. **RECORD RETENTION**

Proposer shall preserve all records relating to this RFP, any submitted proposal, and/or Contract for a period of seven (7) WSISD fiscal years or for such longer period as may be required by law, after final payment relating to this project.

2.6. **RIGHT TO AUDIT**

Proposer shall maintain, on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income, and expenditures. The books and records shall be original entry books, with a general ledger, itemizing all debits and credits for the work on this Agreement. In addition, Proposer shall maintain detailed payroll records, including all subsistence, travel and field expenses, canceled checks, receipts, and invoices for all items. These documents and records shall be retained for at least seven (7) fiscal years from the completion of this Agreement. Proposer will permit District to audit all books, accounts, or records relating to this Agreement; or all books, accounts, or records of any business entities controlled by Proposer that participated in this Agreement in any way. Any audit may be conducted on Proposer's premises or, at District's option; another location. Proposer shall provide all books and records within fifteen (15) days upon receipt of written notice from District.

2.7. **ASSIGNMENT**

The successful Proposer may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

2.8. **TERMINATION**

WSISD shall have the right to terminate for default, all or part of a resulting contract if the Contractor breaches any of the terms hereof, or if the Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to, and not in lieu, of any other remedies which WSISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

WSISD may terminate a resulting contract and debar the Contractor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

In the event of a material failure by the Contractor to provide services in accordance with the terms of this Request ("default"), the District may terminate the award upon ten (10) calendar days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the District. The termination will not be effective if the material failure is fully cured prior to the end of the ten-day period.

Termination by District will not relieve Contractor from liability for any default or breach under a resulting Agreement or any other act or omission of Contractor. If Contractor fails to cure any default within fifteen (15) calendar days after receiving written notice of the default, the District will be entitled, but will not be obligated, to cure the default; and will have the right to offset against all amounts due to Contractor, any and all reasonable expenses incurred in connection with the District's curative actions.

In the event the award is terminated, then within thirty (30) calendar days after termination, Contractor will reimburse the District for all fees paid by the District to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that the District did not receive from Contractor prior to termination.

2.9. **DEFAULT AND REMEDIES**

The Firm shall be considered in default, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Firm fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience as provided herein.

The parties shall be entitled to exercise any right or remedy available to them, either at law or in equity, subject to the choice of law, venue, and service of process clauses/limitations agreed herein. Nothing in this agreement shall commit the District to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of, or in relation to, the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation, to be conducted by a mutually agreed upon mediator, as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Tarrant County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

2.10. **GRATUITIES**

The District may, by written notice to the Firm, reject any proposal without liability to Firm if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Firm, or any agent or representative of the Firm, to any Board Member, officer, or employee of the District with a view toward securing an award, or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

2.11. **FORCE MAJEURE**

Neither Firm nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other

catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

Failure of Firm to fully comply with the terms and provisions of this RFP shall constitute grounds for declaring the Firm in default.

2.12. CONTROLLING DOCUMENTS AND INTEGRATION

The Contract resulting from this solicitation consists of the RFP, including all Addenda, the Proposal submitted by Proposer that is satisfactory to the District, and accepted and awarded by the district, and the District's Contract form(s) which may include, but are not limited to, a written contract, an agreement letter, or a purchase order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY PROPOSER FORM, PROPOSAL, OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE CONTRACT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.**

To the extent that there is any conflict between or among the documents composing the Contract, the following hierarchy (from most to least authoritative) shall prevail:

- (i) the District's Contract forms (written contract, agreement letter, or purchase order as applicable);
- (ii) RFP as provided by the District and all Addenda;
- (iii) and/or any Proposal provisions submitted by Proposer and agreed to by the District.

2.13. FIXED TERM OF ENGAGEMENT PRICING

All pricing proposed shall be maximums and be fixed as a maximum rate for the term of the engagement subject to the allowance by the District for the firm to decrease rates at any time.

2.14. THIRD PARTY BENEFICIARIES

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 any party to this request.

2.15. INDEMNIFICATION AND HOLD HARMLESS

Proposer acknowledges and agrees that WSISD is a Texas Political Subdivision and a local government entity and therefore, is prohibited by the Texas Constitution from indemnifying it or any third parties for any damages arising under this Agreement.

Except as otherwise expressly provided, Proposer shall defend, indemnify, and hold harmless, WSISD from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Proposer, its agents, or employees, in the performance of its obligations under a resulting contract. This clause shall survive termination of a resulting contract.

2.16. **NON-APPROPRIATION OF FUNDS**

Agreement and all Addenda shall be subject to all applicable federal, state, and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the State of Texas. Customer will make reasonable effort to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that Customer does not appropriate funding for the next fiscal year for the services specified in the Addendum, then the affected Addendum shall terminate at the end of the last fiscal year for which funding is appropriated. The rates and charges, terms and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state of Texas.

2.17. **PAYMENT TERMS**

WSISD pays net 30, or at point of sale, and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

1. Invoice is received at the address indicated on the purchase order;
2. Pricing on the invoice matches the price on the purchase order;
3. Include a description of the goods or services provided, the purchase order number, invoice number, and any applicable cash discount;
4. Quantities on the invoice do not exceed those specified on the Purchase Order;
5. Unique invoice number used for each billing;
6. Merchandise has been shipped, or service has been performed;
7. Description of goods and services on the invoice shall match the description on the Purchase Order.

Cash/prompt payment discounts offered will not be considered in determining the award, but will be taken if earned.

Purchase Orders may serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

Proposer agrees to pay any sub Proposers the appropriate share of the payment received from WSISD not later than the tenth (10th) day after the date Proposer receives the payment from WSISD. The exceptions to payments made by WSISD listed in Tex. Gov't Code Section 2251.002 shall apply to this Contract.

2.18. **INVOICES**

Proposer'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 Proposer for correction. Corrected invoices will be subject to the same payment provisions as original invoices. A delay of payment may result if Proposer presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research. 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 Proposer.

Invoices are to be mailed for payment of delivery to:

**WSISD/Accounts Payable
401 S Cherry Lane
White Settlement, TX 76108**

or emailed to:

wsisdinvoices@wsisd.net

2.19. CHANGE ORDERS/AMENDMENTS

WSISD reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Once the performance of the Contract has begun, any change orders or requests will be made in accordance with Tex. Educ. Code Section 44.0411 and applicable WSISD procedures and policies. Any changes to a purchase order shall be communicated to Proposer by the issuance of a formal change purchase order. Only a WSISD procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to Proposer. If Proposer acts on the direction of a District employee who is not authorized to make changes, Proposer does so at his or her own risk or peril, and risks termination of the contract for cause. Also, if Proposer attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, Proposer does so at his or her own risk or peril, and risks termination of the Contract for cause. No amendment of this Contract shall be permitted unless and until first approved in writing by WSISD, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the Superintendent or designee after any necessary approvals have been obtained from the WSISD Board of Trustees.

2.20. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

This agreement, and any addenda or other additions, and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any Proceeding arising out of or relating to this procurement process, or any contract resulting from, or any contemplated transaction, shall be brought in a court of competent jurisdiction in Tarrant County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court.

2.21. 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 RFP or any Contract, 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. Likewise, in connection with Proposer's defense of any suit against it, and/or Proposer's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims related to this RFP or any Contract, in which Proposer prevails as to all or any

portion of its defense(s), claims, counterclaims, or actions, Proposer 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.

2.22. NOTIFICATION OF MATERIAL CHANGE

Proposer is required to notify WSISD when any material change in operations occurs, including 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.

2.23. WARRANTIES

PROPOSER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE CONTRACT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING CONTRACT, AND BE FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. PROPOSER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING CONTRACT. 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 CONTRACT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S PROCUREMENT COORDINATOR.

2.24. M/WBE PLAN

Women and minority owned businesses, and historically underutilized businesses (HUB), shall have equal access as compared to other vendors, to competitive bidding, competitive sealed proposals, and requests for proposals as defined by the Texas Education Code 44.031.

The term *Women or Minority Owned Business* shall mean a business in which at least 51 percent of the ownership and management is by minority group members or women, or in the case of a publicly owned business, at least 51 percent of the stock is owned and managed by minority group members or women, or as otherwise defined by federal law. Minority groups shall include African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans, or as otherwise defined by federal law. The District shall accept HUB certification from the comptroller of public accounts or D/M/WBE from any established certification organization or the District's women or minority owned business affidavit procedure.

END OF SECTION

GENERAL INFORMATION & REQUIREMENTS

Brewer High School Band Hall Plumbing Repairs

General Information

District Overview

- 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).

General Conditions

1. The White Settlement Independent School District (WSISD) is requesting sealed proposals for Brewer High School Band Hall Plumbing Repairs.
2. All relationships between your company and any company offering their services must be revealed, as well as any commission payments or fees that will be paid to the proposer as a result of this bid award.
3. Proposers must submit one (1) original and one (1) copy.
4. Proposals must be plainly marked on the outside of the envelope: **“SEALED PROPOSALS FOR RFP #2019-021 Brewer High School Band Hall Plumbing Repairs.”**
5. WSISD reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal, and award the contract to the proposer that best serves the interests of the district. WSISD may negotiate with proposers as deemed advisable or necessary.
6. **All proposals must be submitted on the Proposal Forms attached hereto, in accordance with all specified conditions.**
7. Any restrictions, deviations, or other modifications, which either restrict or broaden services, must be shown separately and explained in writing. Failure to attach any modifications or deviations to the specifications of this proposal will indicate your acceptance of the specifications as written.
8. Proposers are required to submit specimen agreements/contracts that WSISD will be required to sign in order to consider your proposal.
9. Due care and diligence has been used in the preparation of these specifications and the information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the proposer. WSISD and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the proposer to determine the full extent of the exposures.
10. In evaluating proposals, WSISD shall consider the following criteria contained in Section 44.031 (b) Texas Education Code. All scores are 0-10 points per criterion, multiplied by the weight percentage. A 5 equals a neutral score when applicable.

	EVALUATION CRITERIA	WEIGHT
1	The purchase price;	50
2	The reputation of the vendor and of the vendor's goods or services;	5
3	The quality of the individual/agency's goods or services;	10
4	The extent to which the goods or services meet the district's needs;	20
5	The vendor's past relationship with the district;	8
6	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;	2
7	The total long-term cost to the district to acquire the vendor's goods or services;	5
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state; and	0
9	Any other relevant factor specifically listed in the request for bids or proposals.	0

Proposal Format and Content

Proposers are required to provide information in their Proposals in the format outlined below. You may also provide any additional documentation you deem relevant to the service being provided.

<p>1. Executive Summary</p>	<p>a. Cover Page/Letter of Transmittal - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).</p> <p>b. FIRM OVERVIEW - Define the overall structure of your firm, including:</p> <ol style="list-style-type: none"> 1. A descriptive background of your company's history; 2. Principal business location and any other service locations; 3. Primary line of business; 4. Length of time you have been selling proposed product(s) and/or providing proposed service(s) described in this document; 5. Number of locations and where proposed product/services are in use.
<p>2. Experience and Qualifications</p>	<p>Specify the number of years the Proposer has been in business. Identify the Proposer's qualifications to perform the services identified in this RFP.</p> <p>List a minimum of three (3) references for Texas school districts and previous clients similar in size and scope for which the proposer has provided requested services. With each reference, provide a brief description of coverages and services provided. References should include at least two (2) projects similar to that described by these specifications.</p> <p>Identify the specific individual(s) who would serve the district as a primary point of contact and be responsible for the service of the Proposer. Include the name, brief description of duties, phone number, and email address. An organizational chart should be included with the proposal, identifying the duties and responsibilities of personnel and organizations employed to effectively implement coverages and services requested.</p>
<p>3. Suitability of coverage, service</p>	<p>a. Quality of Responses to <u>Proposer Questionnaire</u></p> <p>b. <u>Implementation Plan</u>. Proposer shall detail their implementation plan and specific timelines to be followed, including a transition plan if selected Proposer is different than the current provider</p> <p>Extent to which goods and services meet the District's needs. Complete response forms for all coverages being offered and include descriptions/documentation clearly describing services/plans offered and pricing.</p>

<p>4. Pricing of services and total long- term cost</p>	<p>Price Summary. Proposer must supply all pricing in this proposal response.</p> <ul style="list-style-type: none"> a. Proposer shall complete the Cost Proposal Details. b. Proposer shall give cost details not specifically requested, if applicable.
<p>5. Acceptance of RFP & Contract Terms & Conditions</p>	<p><u>RFP Exceptions.</u> Proposer is to prepare a list of any exception to any item in the RFP that the Proposer is unable to accept. Proposer fully accepts and will comply with each requirement of the RFP not listed as an exception in this proposal response.</p> <p>Provide a statement accepting all terms and conditions within the RFP document to include acceptance of the contract form or detail all exceptions/deviations and the rationale for the deviation.</p>
<p>6. Other Information</p>	<ul style="list-style-type: none"> 1. Include All Required Forms 2. RFP Addenda 3. Include any other information you believe will assist WSISD in evaluating your proposal.

INSURANCE REQUIREMENTS

- A. Respondents shall furnish the District with Certificates of Insurance as evidence that the policies, providing the required coverage and limits of insurance, are in full force and effect. The successful respondent, and any subcontractor, shall deliver original Certificates of Insurance, naming the White Settlement Independent School District as additional insured, to the District, in care of the Purchasing Department, seven (7) working days before the effective date of this contract. The certificates shall state that the company issuing an insurance policy for the work under this contract will provide not less than thirty (30) days advance notice, in writing, of cancellation, non-renewal, or material change in the policy of insurance. In addition, the contractor shall immediately provide written notice to the District upon receipt of notice of cancellation of an insurance policy. Certificates shall reference the project/contract number and be addressed as follows:

WSISD Administration Building
Purchasing Department
401 S Cherry Lane
White Settlement, Texas 76108

All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are “occurrence” type:

1. Workers’ Compensation insurance with statutory limits;
2. Employers’ Liability Insurance with a minimum limit of \$500,000;
3. Comprehensive General Liability with a minimum limit of:
 - a. \$1,000,000 per Bodily Injury occurrence;
 - b. \$1,000,000 per Personal Injury occurrence;
 - c. \$1,000,000 per Property Damage occurrence
4. Comprehensive Automobile Liability insurance with a minimum liability of \$1,000,000 per occurrence;
5. All Risk Cargo Insurance Aggregate with a minimum limit of \$1,000,000.

Satisfactory certificates of insurance shall be filed with the Districts Purchasing office within ten (10) days of learning that they are the awarded contractor. The certificate(s) shall state that thirty (30) days advance notice to the school district is required before any change of coverage or cancellation of that policy.

- B. With reference to the foregoing required insurance, the individual/agency shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of WSISD, its officials, employees, and officers shall be contained in the Workers’ Compensation insurance policy.
 2. The WSISD, its officials, employees and officers shall be named as additional insureds on the General Liability policy.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of A VII or better as assigned by A.M. Best Company or equivalent.

SCOPE OF SERVICES & SPECIFICATIONS

Scope of Services:

Area 1

- Excavate approximately 60' of 4' x 4' tunnel under building.
- All plumbing under building to be hung from galvanized hangers every 4', anchored into concrete.
- Tie-in existing restrooms to main line.
- Restore underground tunneling to ensure structural integrity underneath the building.
- All materials, equipment, permit/engineering fees and labor to be provided by the contractor.

Area 2

- Excavate approximately 107' of 4' x 4' tunnel under building.
- All plumbing under building to be hung from galvanized hangers every 4', anchored into concrete.
- Repair possible back fall issues under building.
- Tie-in existing restrooms to main line.
- Restore underground tunneling to ensure structural integrity underneath the building.
- All materials, equipment, permit/engineering fees and labor to be provided by the contractor.

Area 3

- Excavate approximately 140' of 4' x 4' tunnel under building.
- All plumbing under building to be hung from galvanized hangers every 4', anchored into concrete.
- Repair possible back fall issues under building.
- Tie-in existing restrooms to main line.
- Restore underground tunneling to ensure structural integrity underneath the building.
- All materials, equipment, permit/engineering fees and labor to be provided by the contractor.

ENVELOPES SHOULD BE PLAINLY MARKED:

Brewer High School Band Hall Plumbing Repairs
RFP #2019-021

COST PROPOSAL DETAILS
Brewer High School Band Hall Plumbing Repairs
RFP #2019-021

List Prices for the following:

EVENT	PACKAGES/INDIVIDUAL	PRICE	% or amount of sales returned to school

EVENT	PACKAGES/INDIVIDUAL	PRICE	% or amount of sales returned to school

OTHER INFORMATION/BENEFITS OR EXTRAS PROVIDED WITH CONTRACT

List any other items you would provide as a part of the contract, and cost (if any).

OTHER CONSIDERATIONS

Any additional items or services not included in the school’s specifications should be listed on a separate sheet and attached to RFP.

Interlocal Agreement Clause:

White Settlement ISD is a member of the Educational Purchasing Cooperative of North Texas and other purchasing cooperatives. Governmental entities utilizing Internal Governmental contracts with the White Settlement ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than White Settlement ISD will be billed directly to that governmental entity and paid by that governmental entity. White Settlement ISD will not be responsible for another governmental entity’s debts. Each governmental will order its own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com>

Do you agree to allow other government entities, as described above, to purchase the materials and services specified in your submittal?

Yes _____ No _____

Owner or Legally Authorized Representative

Title

Signature

Date

PROPOSER INFORMATION AND CHECKLIST

**Brewer High School Band Hall Plumbing Repairs
RFP #2019-021**

Proposer Name _____

Proposer Address _____

Website Address _____

Phone _____ Fax: _____

Contact for this proposal

Name _____

Address _____

City/State/Zip _____

Phone _____ Fax _____

Email _____

Number of years in business: _____

Proposer is a: sole proprietorship
 partnership
 corporation

Proposer is: an agent
 a principal

- Proposed staffing with names is attached.
- Signed Proposal Form is attached.
- Exceptions to specifications or alternate proposals are attached.

PROPOSAL QUESTIONNAIRE

Please answer the following questions regarding your Brewer High School Band Hall Plumbing Repairs:

1. Who will have primary responsibility for the District's account?
 - a. Number of years in the business:
 - b. Number of other public entities serviced:
2. Who will be the back-up person for the District's account?
 - a. Number of years in the business:
 - b. Number of other public entities serviced:
3. How many Texas school districts does your agency (this office, if a national business) provide services on behalf of?
4. What is your (this office, if a national broker) estimated volume with Texas school districts?
5. Will you provide an annual summary of sales and commissions if requested?
6. Please list any added benefits included with the proposal.

QUESTIONS AND DEVIATIONS TO SPECIFICATIONS
Brewer High School Band Hall Plumbing Repairs

Directions: Use the space provided to explain any, and all, deviations or differences as may be indicated between the specification requirements in WSISD RFP#2019-021 and your proposal. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied on this page.

Please note deviations below. If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Authorized Signature

Printed Name and Title

Company

Date

REFERENCES

REFERENCES #1:

School district Name: _____

Name of Contact Person: _____

Phone Number of Contact Person: _____

E-Mail Address of Contact Person: _____

Contract period? _____

REFERENCES #2:

School district Name: _____

Name of Contact Person: _____

Phone Number of Contact Person: _____

E-Mail Address of Contact Person: _____

Contract period? _____

REFERENCES #3:

School district Name: _____

Name of Contact Person: _____

Phone Number of Contact Person: _____

E-Mail Address of Contact Person: _____

Contract period? _____

REQUIRED FORMS

1. Agreement funded by US Federal Grant
2. Proposer Questionnaire
3. Deviation/Compliance Signature Form
4. Confidentiality Declaration Form
5. Commitment to Provide Insurance Affidavit
6. Certification for Criminal History Check
7. Non-Collusive Bidding Certificate
8. Legal Compliance
9. Conflict of Interest Disclosure Statement
10. Conflict of Interest Questionnaire
11. Notification of No Conflict of Interest
12. Family Conflict of Interest Questionnaire
13. Campaign Contribution Disclosure Instructions and Form
14. SB 252, Chapter 2252 Certification
15. Affidavit
16. Suspension or Debarment Certificate
17. HB 1295 Instructions and Example Form
18. MWBE/HUB Certification (Historically Underutilized Business)

**ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONSE,
OR THE RESPONSE WILL BE DEEMED NONRESPONSIVE.**

Project #2019-021 RFP Brewer High School Band Hall Plumbing Repairs

AGREEMENT FUNDED BY U.S. FEDERAL GRANT (NON-CONSTRUCTION CONTRACTS)

The White Settlement Independent School District (*WSISD* or *the District*) is required to obtain certain certifications from organizations receiving District payments paid from federal funds budgets. Pursuant to Circular A-110, all contracts, including small purchases, awarded by the District and the District's sub-Proposers shall contain the procurement provisions of Appendix A to Circular A-110, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the agreement ("Agreement"), between the District and the proposer ("Proposer") in all situations where the Proposer has been paid from federal funds.

- 1. Equal Employment Opportunity** – In fulfilling its obligations under the Agreement, Proposer shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. Rights to Inventions Made Under a Contract or Agreement** – To the extent that the Agreement requires the performance of experimental, developmental or research work, Proposer agrees that the District shall have rights in any resulting invention in accordance with 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 District from which received financial assistance to carry out the work contemplated by the Agreement.
- 3. Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), as amended** – In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 *et seq.*). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)** - In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier, up to the Proposer.
- 5. Debarment and Suspension (E.O.s 12549 and 12689)** – Proposer certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and Proposers declared ineligible under statutory or regulatory authority other than E.O. 12549. Proposers with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

6. **Access to Records** – Proposer agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Proposer that are directly pertinent to Proposer’s discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

7. **Applicability to Sub Proposers** – Proposer agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

Company Name

Corporate Officer’s Signature

Printed Name

Street Address

City, State and Zip Code

PROPOSER QUESTIONNAIRE

1. Is your company certified by the state of Texas or the North Central Texas? YES ___ NO ___
2. Proposer's principal place of business (or main corporate office) is located in _____(state).
3. Proposer's principal place of business is located within the boundaries of WSISD? YES ___ NO ___
4. Does your firm employ at least 500 persons in the state of Texas? YES ___ NO ___
5. Is your firm willing to honor the terms & conditions of this contract if awarded a contract as an alternate? YES ___ NO ___
6. Does your firm fit the IRS definition of an independent Proposer? YES ___ NO ___

CONFIDENTIALITY DECLARATION FORM

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUEST FOR WSISD IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal as confidential information and/or subject to copyright, and therefore not subject to disclosure pursuant to Chapter 552 Tex. Gov't Code or other laws, **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a coversheet to said materials and place this completed form and the copied materials in a separate envelope and include the confidential materials envelope with your proposal submission.** *(The envelope will not be opened unless a Public Information Request is made. You must include the confidential information in the submitted proposal as well. The copy in the envelope is to show WSISD which material in your proposal you deem confidential only in the event of a Public Information Request.)* WSISD will follow procedures of controlling statute(s) regarding any claim of confidentiality. Pricing of solicited products or service may be deemed as public information under Chapter 552 Tex. Gov't Code.

You must complete one (1) of the sections below.

This Proposal contains material that is confidential and/or subject to copyright.

Complete this section of the form and affix a copy to the envelope containing the copies of the confidential materials.

Enclosed are copies of ____ pages of confidential material from our response to RFP #2019-021.

This envelope contains material for our proposal that I classify and deem confidential under Tex. Gov't Code § 552 and I invoke my statutory rights to said confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name and Signature of authorized company officer claiming confidential status of material

Address	City	State	Zip	Phone
---------	------	-------	-----	-------

This Proposal does NOT contain material that is confidential and/or subject to copyright.

Express Waiver: I desire to expressly waive our claim of confidentiality of any information contained within our response to the competitive procurement process by completing the following and submitting this sheet with our response WSISD procurement process (e.g. RFP, CSP, Bid, RFP, etc.).

Name of company expressly waiving confidential status of material

Printed Name and Signature of authorized company officer expressly waiving confidential status of material

Address	City	State	Zip	Phone
---------	------	-------	-----	-------

THIS EXPRESS WAIVER IS FOR RESPONSE TO RFP #2019-021

White Settlement ISD
RFP #2019-021
Brewer High School Band Hall Plumbing
Repairs

COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT
RFP #2019-021

By submitting a proposal response and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten-day requirement is not met, the WSISD Purchasing Department has the right to reject this proposal and award the contract to the next firm meeting all requirements. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Purchasing Department at (817) 367-1305.

Proposers Signature: _____ Date: _____

**Texas Education Code Chapter 22
Certification for Criminal History Check**

Introduction: Texas Education Code Chapter 22 requires that entities who contract with school districts to provide services, must obtain criminal history record information regarding covered employees. Proposers must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions:

Covered employees: Employees of a Proposer or sub Proposer 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 criminal history: Any conviction or other criminal history information designated by the District, or 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 the employees of Proposer and any sub Proposers are *covered employees*, as defined above. If this box is checked, I further certify that Proposer has taken precautions or imposed conditions to ensure that the employees of Proposer and any sub Proposer will not become *covered employees*. Proposer will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Proposer and any sub Proposer are *covered employees*. If this box is checked, I further certify that:

1. Proposer has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Proposer receives information that a covered employee subsequently has a reported criminal history, 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 provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

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

Company Name

Printed Name of Company Representative

Signature

Date

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder, Competitor, or Potential Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor, or Potential Competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature

Printed Name

Company Name and Address

Telephone Number

Date

LEGAL COMPLIANCE

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules, and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules, and regulations related to the performance of services or supply of goods to WSISD?

YES _____ NO _____

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature

Printed Name

Company Name and Address

Telephone Number

Date

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

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

Conflicts of interest exist if:

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

Disclosure is required from Proposers regarding each affiliation or business relationship between the Proposer and:

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

Forms must be filed:

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

Officers of the White Settlement Independent School District are:

- Randy Armstrong, President
- John Bradley, Vice President
- Amanda Sanchez, Secretary
- Melissa Brown
- Ben Davis
- Glen Lowry
- Raymond Patterson
- Frank Molinar, Superintendent of Schools

If you are required to file, send the completed form to:

White Settlement Independent School District
Purchasing Department
401 S. Cherry Lane
White Settlement, TX 76108

White Settlement ISD
RFP #2019-021
Brewer High School Band Hall Plumbing
Repairs

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

**NOTIFICATION OF NO CONFLICT OF INTEREST
RFP #2019-021**

White Settlement ISD
401 S Cherry Lane
White Settlement, TX 76108

If applicable, please sign and return this form to the attention of:

Nancy Rodriguez, Coordinator of Purchasing
(at the above address)

WSISD requires this notification to document the Proposer's acknowledgement of requirements of Texas Government Code, Section 176.00 of the Texas Local Government Code for disclosure of Conflicts of Interest. Submission of this form is an affidavit that the Proposer submitting this form is stating that **no conflict exists, as detailed in Texas Local Government Code Section 176.006 (a).**

This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.

Company (Print or Type)	()	()
	Phone	Fax
Signature	Date	
Printed Name & Title of Signature		

THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)

FAMILY CONFLICT OF INTEREST QUESTIONNAIRE
RFP #2019-021

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Purchasing Coordinator not later than the seventh (7TH) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or change of facts.

Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services:

- Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual).

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services:

- Identify each and every full-time District employee (and any member of the employee's family) who serves as an officer or Coordinator of the entity, or holds an ownership interest of 10 percent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual).

If more space is required, please attach a second page. If the answer to any question is none, or not applicable, please write "None" or "Not Applicable" in the space reserved for that answer.

"I certify that the answers contained in this questionnaire are true and correct."

Individual: _____

Entity: _____

By: _____

Signature: _____

Date: _____

Title: _____

Certified this ____ day of _____, 20____, by _____
Notary Public

Notary Seal

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2019-021
Brewer High School Band Hall Plumbing Repairs

Please sign and include this form in your response:

A prospective Proposer seeking to enter into a contract to provide services for the White Settlement Independent School District (“the District”) must file this form with the District’s Purchasing Department. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Proposer must disclose whether they, a family member or a representative of the prospective Proposer has made a campaign contribution to any current Board of Trustee member of the District during the two years prior to the date on which the Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer, to the current Board of Trustee member of the District exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the District may cancel a solicitation or proposed award for a proposed contract, or a contract that is executed may be terminated if: 1) a prospective Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer gives a campaign contribution or any other thing of value to any Board of Trustee member of the District during the pendency of the procurement process or 2) a prospective Proposer fails to submit a fully completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM.

THIS FORM MUST BE INCLUDED IN THE RESPONSE FOR THIS REQUEST FOR PROPOSALS FOR FINANCIAL ADVISOR SERVICES AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective Proposer, if the prospective Proposer is a natural person; or (b) an owner of a prospective Proposer.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective Proposer” means a person or business that is subject to the competitive sealed proposal process set forth in the Purchasing Code or a person or business that is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective Proposer” means an officer or Coordinator of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Proposer, or an employee or agent of the prospective Proposer acting on behalf of the prospective Proposer.

Applicable current Board of Trustees of the White Settlement Independent School District:

- Randy Armstrong, President
- John Bradley, Vice President
- Amanda Sanchez, Secretary
- Melissa Brown
- Ben Davis
- Glen Lowry
- Raymond Patterson

- Frank Molinar, Superintendent of Schools

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution(s) made by: _____

Relation to Prospective Proposer: _____

Date(s) Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to any applicable Board of Trustees member of the District by me, a family member or representative of this prospective Proposer.

Signature

Date

SB 252
CHAPTER 2252 CERTIFICATION

As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must complete the following:

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the WSISD Purchasing Department.

I, _____, the undersigned and representative of

(Company or Business Name)

Name of Company Representative (Print)

Signature of Company Representative

Date

AFFIDAVIT

The undersigned swears/affirms that the foregoing information and statements are true and correct and include all material and information necessary to identify and explain the operations of (name of firm) _____ as well as the ownership thereof.

Further, the undersigned agrees to permit the White Settlement Independent School District (WSISD) to interview owners, principals, officers, and employees; and to audit or examine books, records, and files of the above firm.

If at any time the WSISD has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statement, the WSISD may refer the matter to its General Counsel or take other action.

NOTE: Under Title 18 U.S.C. Section 1001 and Title 15 U.S.C. Section 645, any person who misrepresents a firm's status as a small disadvantaged business concern or makes false statements in order to influence the certification process in any way to obtain a government contract, shall be subject to fines of up to \$500,000 and imprisonment of up to 10 years, or both.

The burden of proof of control and management of the business is on the applicant. The WSISD reserves the right to request any additional information it deemed necessary to determine if a firm is certifiable. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the processing of your application for certification.

Name

Signature

Title

Date

Date _____ State of _____ County of _____

On this day before me appeared (name) _____ with proper identification, who being duly sworn, did execute the foregoing affidavit and did aver that he or she was properly authorized by (name of firm) _____ to execute this affidavit and did so as his or her free act/deed.

(SEAL)

Notary Public in and for the State of Texas

My Commission Expires:

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to, or in excess of, \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the proposer:

- Certifies the owner/operator has not been convicted of a felony except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034 Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (Sec. 36)

Vendor Name _____

Authorized Company Official's Name _____

Authorized Company Official's Signature _____

Email Address _____

Date _____

Instructions - Form 1295

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval, unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The following definitions apply:

1. "Interested Party" means a person:
 - a. Who has a controlling interest in a business entity with whom a governmental entity contracts: or
 - b. Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
2. "Intermediary" means "a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a. Receives compensation from the business entity for the person's participation;
 - b. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c. Is not an employee of the business entity.
3. "Business Entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. "Business entity" includes a for-profit or nonprofit entity. He term does not include a governmental entity or state agency.
4. "Contract" includes an amended, extended, or renewed contract.
5. "Controlling Interest" means:
 - a. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b. Membership on the board of Coordinators or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers."

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The business entity 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, and **the form must be notarized**. The **business entity must then submit the completed, signed, notarized Form 1295 to the contracting school district**.

Again, inter-local contracts DO NOT REQUIRE a Form 1295 because governmental entities do not fall within the definition of "business entity". Notably, though, compliance with HB 1295 is required for contracts with nonprofit agencies, such as the White Settlement Independent School District.

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 goods or services to be provided under the contract.

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

5 Check only if there is NO Interested Party.

6 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

MWBE/HUB CERTIFICATION

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (aka: *Historically Underutilized Business* or *HUB*, and also referred to in this form as *MWBE*) is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal Invitation.

- I certify that my company has been certified as a MWBE in the following categories.
(Please check all that apply)
 - Minority Owned Business
 - Women Owned Business

Certificate Number: _____

Name of Certifying Agency: _____

- My company has **NOT** been certified as MWBE.

By my signature below, I certify that the above is true, complete and accurate, and that I am authorized by my company to make this certification.

Company

Signature of Authorized Company Official

Printed Name