

**Duncanville Independent School District**

**Purchasing Department**

**307 Crankshaft Drive**

**Duncanville, TX 75116**

**(972) 708-2272**

February 27, 2023

## REQUEST FOR QUALIFICATIONS

The Duncanville Independent School District is now accepting proposals for the following:

## Annual Financial Auditors

## RFQ 22-23.004

Sealed RFQs will be received by the Duncanville Independent School District in the Purchasing Department, 307 Crankshaft Drive, Duncanville, Texas 75116, in accordance with the specifications available. **RFQs will be received until 2:00 p.m., March 22, 2023**

DUNCANVILLE INDEPENDENT SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS

ANNUAL FINANCIAL AUDIT

The Duncanville Independent School District (“District”) is requesting qualifications from public accounting firms to perform the annual financial audit for fiscal year 2023.

I. BACKGROUND INFORMATION

Auditing requirements for Texas’ public school districts are contained in the *Texas Education Agency Financial Accountability System Resource Guide* which is the authoritative document adopted by reference as a rule of the State Board of Education, through Title 19, [Texas Administrative Code](http://www.tea.state.tx.us/rules/tac/index.html), Sections 109.21 and 109.23.

Duncanville Independent School District has a membership of 12,000 in grades pre-kindergarten through 12, on 19 campuses. The 2022-2023 budgeted expenditures for the General, Food Service and Debt Service Funds are $156,301,509.00. The District expended federal financial assistance for several programs, including but not limited to, the National School Breakfast and Lunch Programs, ESEA Title I, Part A – Improving Basic Programs, IDEA – Part B Formula, Career and Technical-Basic Grant, Title II Part A – Teacher and Principal Training and Recruiting, Title III Part A – Limited English Proficiency.

The District’s Comprehensive Annual Financial Report for the year ended June 30, 2022, is available on the District’s internet web site located at:

<https://www.duncanvilleisd.org/departments/financial-transparency/annual-audit-report>

The purpose of the Request for Qualifications is to obtain the services of a public accounting firm for the annual audit for fiscal year end June 30, 2023. The organization-wide audit will encompass the financial statements as required by GASB Statement No. 34 and the *Texas Education Agency Financial Accountability System Resource Guide* for the District for the fiscal year ending June 30, 2023. The audit is to be performed in accordance with generally accepted government auditing standards and the standards contained in the *Texas Education Agency Financial Accountability System Resource Guide*.

The financial statement audit is to determine whether (1) the financial statements present fairly the financial position, results of operations, and cash flows or changes in financial position in accordance with generally accepted accounting principles, and (2) whether the District has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements. The financial related audit will also include determining whether (1) financial reports and related items are fairly presented, (2) financial information is presented in accordance with established or stated criteria, and (3) the school district has adhered to specific financial compliance requirements.

As a part of the audit of the basic financial statements, the annual audit will also include obtaining an understanding of the District's internal control and reporting any reportable conditions relating to the internal control systems coming to the attention of the auditors. To comply with Office of Management and Budget Circular A-133, a study and evaluation of internal control will include internal accounting and administrative controls for major federal financial assistance programs, in accordance with standards for risk assessment for major federal financial assistance. Any material weakness noted during the study and evaluation of internal accounting and administrative controls and other kinds of noncompliance and questioned costs will be reported in accordance with the Single Audit Act.

As part of the audit of the financial statements, transactions and records pertaining to federal programs will be tested for material compliance with federal laws, rules, and regulations and all instances of noncompliance will be reported to the District.

The audit will include the performance of certain audit procedures for the purpose of reviewing the accuracy of fiscal information provided by the District through the Public Education Information Management System (PEIMS), as required by Section 44.008(b) of the Texas Education Code.

The audit will include procedures applicable to compensatory education funds as required by Module 9 of the Financial Accountability System Resource Guide, if required.

B. Other Requirements

1. The accounting firm should provide an annual audit report in a form acceptable to the Texas Education Agency and within the time frame stipulated in TEC 44.008(d) of 150 days subsequent to the close of the fiscal year for which the audit was made.
2. The accounting firm will provide a draft copy of completed financial statements for auditee review at the close of the fiscal year. Attachment B includes a listing of audit schedules that the District has prepared.
3. The firm selected must have the capability to utilize computer-assisted audit techniques (CAATs) to take the District’s trial balance in text file format and import it into data extraction software (DES) to sort and group the trial balance. The following summary of our reports are needed to OLE-(Object Linking and Embedding) link the CAFR:
	1. Detail trial balance
	2. Working trial balance
	3. Fund level trial balance
	4. Government-wide trial balance
4. The referenced trial balance groupings must be saved in MS Excel format and the firm must have the capability to transfer these files back and forth to the District via a secure client portal. Normal email attachment/transmission of these trial balance files cannot be utilized, due to the size of the MS Excel files and the compound file that is created in MS Word as the CAFR document. Secure transfer of all data is paramount.
5. The firm selected must provide ongoing technical support to ensure properly functioning OLE links into the MS Word CAFR file.
6. The firm selected must have the capability to utilize DES to extract information from the District’s files for analysis and testing of the check registers and payroll registers. This is important because the District maintains very large data files and processes substantially all of its activities electronically.
7. The interested accounting firm must include a detailed description of each step in the audit approach that will be taken in the audit engagement including estimated hours for each.
8. The firm upon being awarded this engagement will be expected to review the detailed audit work plan and schedule with the CFO and the Director of Accounting prior to commencing the audit assignment each year.
9. All working papers and reports must be retained, at the auditor’s expense, for a minimum of five (5) years, unless the firm is notified in writing by the District of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the District, to auditors from the Texas Education Agency, and the General Accounting office, or other applicable governmental agencies. They are not otherwise considered to be records open to the general public.

C. Independent Auditor

The interested accounting firm must demonstrate the capability to perform the annual audit in accordance with generally accepted government auditing standards and State Board of Education auditing rules. Public accounting firms and/or Managing Partners that have performed annual audits for similar entities are encouraged to file a proposal.

D. Term of the Audit Engagement

The contract for audit services is based upon Board of Trustees approval of the proposal will be for the fiscal years ending June 30, 2023, 2024, and 2025. Duncanville Independent School District may request to extend this agreement for another three years through fiscal year June 30, 2028, following satisfactory delivery of the services specified in the proposal and engagement letter.

E. Dispute Resolution

Disputes concerning the terms of contracted services that cannot be resolved will be brought before an independent mediation center whose decision will be binding upon both parties.

II. PROPOSAL CONTENT

A. Cover Letter

See conditions for submission of proposal in Section III.

B. Technical Component

To clearly describe the public accounting firm's understanding of the work to be done, the interested accounting firm will:

1. Provide a definition of the term "generally accepted government auditing standards" with clear distinctions between these standards and generally accepted auditing standards for nongovernmental engagements.
2. Explain the interested accounting firm’s approaches to performing an annual audit, including the methodology, nature, timing and extent of audit procedures to be performed.
3. Describe how the approach to performing the audit would be affected if this were a multiyear contract; and
4. Make a statement concerning the independence of the interested accounting firm, including direct and indirect financial interest, and the relationship of the proposed audit team to employees of the District and any of the board members.

C. Management Component

The interested accounting firm will furnish satisfactory evidence of capability to provide in a professional and timely manner the services stated in the Request for Qualifications. To meet this requirement:

1. Provide the name of the external quality control review organization of which the interested accounting firm is a member and the interested accounting firm’s length of membership. Also, state the review organization's planned frequency of peer reviews.
2. State whether the firm has received a peer review and whether in the most recent review an unqualified report was issued.
3. State whether the interested accounting firm is a national, regional or local public accounting firm.
4. Provide evidence that the interested accounting firm has experience in performing school district/government audits. List current and past audit clients along with the names and telephone numbers of contact persons and number of years audit services were provided. State the average daily attendance of the public schools on the list.
5. State whether the interested accounting firm is currently under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states.
6. Describe the proposed audit team, in terms of job positions in the firm.
7. List names of staff member(s) who will direct the overall audit throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, and conducting substantial portions of the fieldwork or reporting on this audit engagement. Include the educational background of all staff members named and professional licenses held.
8. Describe continuing professional education in governmental accounting and auditing received by the proposed audit team during the last four years.
9. Provide the names and qualifications of any needed outside specialists and consultants that will assist the interested accounting firm’s staff members.
10. Describe staff rotation plans for audit team members if this is to be a multiyear contract.
11. Describe the level of assistance that will be expected from District personnel; and
12. Provide evidence of the ability to comply with the requirements in Sections II and VI of the Request for Qualifications.

D. Task/Activity Plan

The interested accounting firm will specify budgeted hours, timelines and sequence for audit procedures, and names of staff to be assigned.

E. Evaluation

Criteria used to evaluate the interested accounting firm’s methodologies, products, and services are shown in Attachment A.

III. CONDITIONS FOR SUBMISSIONS OF PROPOSAL

All proposals in response to this request must meet the following conditions to be considered:

1. Proposals must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the interested firm’s representative.
2. Proposals must address each of the audit requirements as stated in this Request for Qualifications.
3. The District reserves the right to reject any and all proposals, and to negotiate portions thereof. Proposals that address only part of the requirements contained in this Request for Qualifications will not be considered.
4. The District reserves the right to select any proposal, considering the quoted estimated fee and other factors.
5. The interested accounting firm shall furnish such additional information that the District may reasonably require.
6. The District will not be liable for any cost incurred in the preparation of proposals; and
7. The District may ask interested accounting firms to send a representative for an oral interview prior to Board of Trustee approval of a proposal. The District will not be liable for the costs incurred by the interested accounting firm in connection with such interview.
8. The District and interested accounting firms may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with interested accounting firms who are deemed to be within the final competitive range; however, the District reserves the right to award a contract without discussions/negotiations. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.
9. An authorized individual must sign proposals to contractually bind their firm when submitting the proposal. Failure to sign the Request for Qualifications will be considered as a “mistake in Qualifications,” and the proposal will be rejected as “non-responsive.”
10. By submitting a proposal, the interested accounting firm affirms that its 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 have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.
11. Upon notification of potential selections for award, the person or entity submitting this proposal must give 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 this conviction of a felony (this requirement does not apply to a publicly held corporation).

IV. PROCEDURES FOR SUBMITTING PROPOSALS

A. Delivery

Responses to the Request for Qualifications should be addressed to:

Christi Courson

Director of Purchasing and Warehouse Services

Duncanville Independent School District

307 Crankshaft Drive

Duncanville, Texas 75116

Phone: (972) 708-2272

Fax: (972) 708-2279

**Proposals must be received no later than 2:00 p.m., March 22, 2023.**

Proposals received at the District’s Purchasing Office after the time and date specified above will not be considered and will be filed unopened.

Oral or telegraphic proposals transmitted via the District’s facsimile machine are not acceptable. Proposals must be submitted to the District in a sealed envelope. **DO NOT FAX YOUR PROPOSAL!**

B. Number of Copies of Requests for Qualifications

**Submit two copies of the proposal & a flash drive copy are required to be delivered by the deadline**.

V. ASSISTANCE TO PROPOSERS

Any person wishing to obtain additional information about the Request for Qualifications or about the operations of the District may contact:

Christi Courson

Director of Purchasing and Warehouse Services

ccourson@duncanvilleisd.org

The District will only respond to questions submitted via email to ccourson@duncanvilleisd.org . **All questions should be made via email by 2:00 p.m., March 9, 2023.** The District will post addendums to the Request for Qualifications on the district website <https://www.duncanvilleisd.org/departments/financial-transparency/annual-audit-report> .

VI. STATEMENT OF REQUIREMENTS

1. The independent auditor will provide one (1) copy of the final CAFR in pdf format that meets the requirements of the Texas Education Agency Financial Accountability System Resource Guide.
2. A preliminary draft of the audit report and management letter will be presented to the District prior to submission of the final draft. Timing of the submission must allow District personnel sufficient time to review the report and management letter.
3. Satisfactory delivery of the services specified by the Request for Qualifications and the engagement letter shall be accomplished no later than the November meeting of the Board of Trustees for the financial audit.
4. The independent auditor will be required to present the audit report to the Board of Trustees at the November meeting of the Board of Trustees.
5. The independent auditor is required to provide a management letter containing comments oriented toward constructive improvements. Copies of selected audit working papers will be provided as requested by the District and as provided for in the engagement letter. If a management letter is issued the auditor will provide ten (10) copies.
6. The auditor will prepare and provide one (1) copy of the Data Collection Form for Reporting on Audits of States, Local Governments and Nonprofit Organizations.

VII. PROPOSED SCHEDULE

Qualifications Timing

**Questions due to the District March 9, 2023**

**Qualifications due to the District March 22, 2023**

**Approval of firm by Board of Trustees April 17, 2023**

Audit Timing (subject to change)

Start interim field work June 5, 2023

Start final field work September 5, 2023

Draft financial statements and management October 2, 2023

letter due to CFO for review

Presentation of issued financial statements to November 2023

the Board of Trustees

VIII. BOARD OF TRUSTEE APPROVAL

The Board of Trustees expects to engage an audit firm for three to six years. However, the Board of Trustees expressly reserves the right to reject all proposals and to review the relationship on an annual basis and to formally approve each year’s extension. The District reserves the right to cancel any contract resulting from this Request for Qualifications at any time, for any reason (or for no reason) with a thirty (30) day written notice to the firm. The firm may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the firm shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder’s address appearing on the face of the Request for Qualifications (or subsequently revised or changed). Any compensation due the firm will be limited to items received and/or services performed and accepted by the District. It is possible that the Board could terminate the relationship at any time. However, the Board of Trustees does not desire or expect that to be the case and assumes that a long and satisfactory relationship will be the experience.

IX. OTHER INFORMATION

1. Auditors will be allowed to work on site after 5:00 p.m. if necessary and desirable. However, it cannot be guaranteed that Staff will be available to answer questions at those times. Arrangements should be made in advance if after-hours are necessary.
2. The Board of Trustees will take action at a regular board meeting accepting the written proposal as the understood agreement for services performed and other commitments.
3. Proposer Understanding of the RFQ: By submitting a signed proposal, a proposer agrees that it fully understands this RFQ and shall abide by the terms and conditions contained therein. Further, such proposer certifies that it is in compliance with all federal and state laws and purchasing guidelines of the Duncanville Independent School District. This includes all requirements as it relates to HB25 which can be found on the <https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm>. . Required forms to be submitted by the proposer are outlined herein.

**Attachment A**

EVALUATION WORKSHEET

This worksheet is to be used to document the District’s evaluation of the interested accounting firms’ qualifications. Points within the ranges specified are to be assigned to the below-listed criteria as a means for quantifying the relative strengths and weaknesses of the various qualifications.

**In the event that oral interviews are necessary to break a tie or for making final clarification in the evaluation process, additional points may be awarded. It should be understood that while the total score is a significant factor, the requester of the services reserves the right to consider other factors in making a final selection.**

PROFESSIONAL QUALIFICATIONS

**The evaluation of professional qualifications of the interested accounting firms will be based on the following criteria:**

I. Mandatory Criteria

Qualifications will not be considered for further evaluation unless there is compliance with all of the following criteria. The interested accounting firm:

1. Must be an independent auditor properly licensed for public practice.
2. Must meet the independence standards of Government Auditing Standards, United States General Accounting Office (GAO).
3. Must not have a record of substandard work.
4. Must submit a proposal meeting all of the requirements of the Request for Qualifications.
5. Must be able to comply with all Section I. B. Other Requirements 1. through 9.
6. Must agree to Section VII. Audit Timing Schedule.

II. Technical Criteria POINTS

Qualifications which have met each of the criteria in Section I above will be evaluated on the following criteria:

|  |  |
| --- | --- |
| **A. Technical experience of the firm/Managing Partner**: |    |
| 1. Auditing experience in Texas public schools (0-15)
 |    |
| 1. Auditing experience in government entities (0-5)
 |    |
| **B. Characteristics of the staff, including consultants to be assigned to the audit**: |  |
| 1. Size and structure of the firm, including audit staff positions (0-15)
 |    |
| 1. Qualifications of supervisory personnel, consultants, and the field audit team (0-35)
	1. Education, including continuing education courses taken during the past two years
	2. Years and types of experience
	3. Capability to fulfill Section I. B. Other Requirements 1. through 9.
 |    |
| 1. General direction and supervision to be exercised over the audit team by the firm's management personnel (0-15)
 |    |
| **C. Clear understanding of the work to be performed**: |    |
| 1. Comprehensiveness of the audit work plan (0-5)
 |  |
| 1. Realistic time estimates of each major segment of the work plan, and the estimated number of hours for each staff level including consultants assigned and the Internal Auditor’s hours. (0-10)
 |    |
| **Total Technical Points** |  |
| III. Oral Interviews (If Necessary)Interview Points Awarded (0-15) |    |
| **Total Points** |    |

**Attachment B**





FORM A

**RFSCP RESPONSE FORM**

The undersigned, in submitting this RFSCP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFSCP; and that he/she has read this entire RFSCP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ***all*** sections of this RFSCP.

|  |
| --- |
| SUBMITTED BY: |
| Firm: |  |  |
|  | (OFFICIAL Firm Name) | ***Must be signed in ink to be*** ***considered responsive*** |
| By: |  |
|  | **(Original Signature)** |  |
| Name |  |  |
|  | (Typed or Printed Name) |  |
| Title: |  |  |  |  |
|  | (Type or Printed Title) |  | (Date) |  |
| Address: |  |  |
| City/ST/Zip: |  |  |
|  |  |  |
| Phone #: |  | Fax #: |  |
| Email: |  |  |
| Taxpayer Identification #: |  | ***NOTE: Submit copy of Proposer’s current W-9 Form*** |
| Prompt Payment Discount: |  | % |  | Days |  |
|  |  |  |  |  |  |
| I hereby acknowledge receipt of the following addenda ***(if applicable)*** which have been issued and incorporated into the RFSCP Document. (*Please initial in ink beside each addenda received.*) |
| Addendum No. 1 |  |  | Addendum No. 3 |  |  |
| Addendum No. 2 |  |  | Addendum No. 4 |  |  |
|  |  |  |  |  |  |

FORM B

**DEVIATION/COMPLIANCE SIGNATURE FORM**

|  |  |
| --- | --- |
| Company Name:  |  |
| Address: |  |
| City/State/Zip: |  |
| Phone Number:  |  | Fax #: |  |
| Email: |  |

If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFSCP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFSCP award decisions, and the District reserves the right to accept or reject any RFSCP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this RFSCP document.

 No Deviation

 Yes Deviations

|  |  |  |
| --- | --- | --- |
|  |  |  |
| ***Signature of Proposer*** |  | ***Date Signed*** |

If yes is checked, please list below. Attach additional sheet(s) if needed.

|  |
| --- |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

FORM C

**NON-COLLUSION STATEMENT**

“The undersigned affirms that he/she is duly authorized to execute this RFSCP, that this company, corporation, firm, partnership or individual has not prepared this RFSCP in collusion with any other Proposer, and that the contents of this RFSCP as to prices, terms or conditions of said RFSCP 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 RFSCP.”

|  |
| --- |
|  |
| Firm Name:  |  |
| Address:  |  |
| City/State/Zip: |  |
| Telephone #: |  | Fax #: |  |
| Bidder Signature: |  |
| Printed Name: |  |
| Position/Title: |  | Date Signed: |  |
|  |  |
| Signature of Company Official Authorizing RFSCP: |  |
| Name of Company Official: ***(Please type/print)*** |  |
| Official Position: |  | Date Signed: |  |
|  |

Firm hereby assigns to purchaser any and all claims for overcharges associated with this RFSCP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

FORM D

**CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION**

1. **CRIMINAL BACKGROUND CHECK**

Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Proposer certifies to the DISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from DISD’s property or other location where students are regularly present. DISD shall be the final decider of what constitutes a “location where students are regularly present.” Proposer’s violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

1. **FELONY CONVICTION NOTIFICATION**

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

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

**The felony conviction notice is not required of a publicly-held corporation.**

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

|  |  |
| --- | --- |
| Firm’s Name: |  |
| Authorized Company Official’s Name:  |  |
|  ***(please print clearly or type)*** |
| 1. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:
 |
| Signature of Company Official: |  | Date: |  |
| 1. My firm is not owned nor operated by anyone who has been convicted of a felony.
 |
| Signature of Company Official: |  | Date: |  |
| FORM D - CONTINUES ON NEXT PAGE… PAGE 1/2 |
| FORM D - CONTINUED PAGE 2/2 |
| 1. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
 |
| Name of Felon(s): |  |
|  |
| Details of Conviction(s): |  |
|  |
| Signature of Company Official: |  | Date: |  |
| ***NOTE: Name and signature of company official should be the same as on the affidavit (Form C)*** |

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Duncanville ISD pursuant to this RFSCP on any and all Duncanville ISD campuses or facilities. Vendor will not assign individuals to provide services at a Duncanville ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Duncanville ISD Purchasing Department.

FORM E

**RESIDENT/NONRESIDENT CERTIFICATION**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

|  |  |
| --- | --- |
| Signature: |  |
| Printed Name: |  |



I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

|  |  |
| --- | --- |
| City and State: |  |
| Signature: |  |
| Printed Name: |  |

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

|  |  |
| --- | --- |
| Does the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas? |  |
|  | Yes\_\_\_\_\_\_ No \_\_\_\_\_ |  |

FORM F

**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

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

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

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

|  |  |
| --- | --- |
| Firm’s Name: |  |
| DUNS #: |  |
| Address: |  |
| City/State/Zip: |  |
| Telephone: |  |
| Authorized Company Official’s Name: |  |
|  | ***(Typed or printed)*** |
| Title of Authorized Representative: |  |
|  | ***(Typed or printed)*** |
| Signature of Authorized Company Official: |  |
| Date Signed:  |  |

FORM G

**REFERENCES**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Company Name: |  |  |
|  | Address: |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |  |
|  | Business Phone: |  |  | Fax: |  |
|  | Contact Person: |  |  | Email: |  |
|  |  |  |  |
|  | Description of project or work completed: |  |  |  |
|  |  |
|  |  |
|  |
| 2. | Company Name: |  |  |
|  | Address: |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |  |
|  | Business Phone: |  |  | Fax: |  |
|  | Contact Person: |  |  | Email: |  |
|  |  |  |  |  |
|  | Description of project or work completed: |  |  |  |
|  |  |
|  |  |
|  |
| 3. | Company Name: |  |  |
|  | Address: |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |  |
|  | Business Phone: |  |  | Fax: |  |
|  | Contact Person: |  |  | Email: |  |
|  |  |  |  |  |
|  | Description of project or work completed: |  |  |  |
|  |  |

FORM H

**HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM**

**COMPLIANCE GUIDELINES & FORMS**

This Form should be completed and signed by the Prime Vendor/Contractor.

* It is the intent of the DISD HUB Program to identify and track true sub-contracting/outsourcing opportunities by prime vendors that build the capacity of smaller HUB/M/WBE companies.
* These forms must be attached to any procurement documents submitted to the DISD and are due at the time of bid/proposal opening.

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the Prime Vendor/Contractor, and that the information and supporting documentation submitted are true and correct. I further understand and agree that, if awarded any portion of the solicitation:

* I will submit Prime Assessment Report – PAR to the District or District’s representative, verifying my compliance with this HUB Utilization Plan (HUP), including the expenditure(s) I have made to subcontractors.
* I must seek approval from the District prior to making any modifications to the HUP.

For additional information about this form, please contact the person listed below. *All questions must be submitted in writing* via e-mail before the question deadline date. *No verbal responses will be provided.*

Christi Courson

ccourson@duncanvilleisd.org

|  |  |
| --- | --- |
| Solicitation # (from page 1) : |  |
| Solicitation Title (from page 1) : |  |
| Prime Vendor / Contractor Name: |  |
| Prime Vendor / Contractor Address : |  |
|  | City:  | State:  | Zip:  |
| Contact Person : |  | Phone:  | Email:  |
| **Signature :**  |  |

SUMMARY OF UTILIZATION

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

* A "Historically Underutilized Business" (HUB)...
* ...is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman.
* ...is an entity with its principal place of business in Texas, and
* ...has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.
* A HUB is defined as a business formed for the purpose of making a profit in which at least 51 percent of the business is owned, operated, and controlled by one or more of the following:
* “Minority-Owned Business Enterprise (MBE)” is defined for the purposes of this policy to mean a business enterprise that is at least 51 percent owned by a minority individual or group.
* “Minority individual” is defined for purposes of this policy to include Black Americans, Hispanic Americans, Asian Americans, Asian-Pacific Americans, Native Americans or persons with a disability.
* “Woman-Owned Business Enterprise (WBE)” is defined for purposes of this policy as a business enterprise that is at least 51 person owned by a woman or women.
* The Prime Contractor is the vendor that DISD has awarded a contract to.

* A Sub Contractor is a company that the Prime contractor has hired to provide a portion of the goods/services contracted for:
* A prime’s supplier is not considered a sub-contractor in this definition because the supplier is not needed for the particular goods/services being acquired, but are for the general operations of the prime contractor.
* This would be considered a tier three HUB vendor. At the present time, DISD is not calculating tier three relationships.
* HUB Programs typically try to identify true sub-contracting or outsourcing opportunities that will help build the capacity of smaller HUB firms at the tier two level.
* One concern has been “pass through money” which exists when a prime selects a sub for cosmetic purposes and no true sub-contracting or outsourcing opportunity exists.

* “Pass through money” tends to drive prime prices up and can increase the costs of goods/services.
* Pass through operations conflicts with the primary purpose of competitive procurement which is to drive costs down.
* The attached HUB Compliance Guidelines and Forms are due at the time of bid/proposal. The HUB Compliance Guidelines and Forms are not transferable from previously submitted bids or proposals.
* The District’s HUB participation expectation is **25%** utilization of the total dollar value of the contract. The HUB goal is applicable to any change orders, additional services, modifications or revisions to the original contract.
* The District recognizes certifications issued by the State of Texas Historically Underutilized Business (HUB), North Central Texas Regional Certification Agency (NCTRCA), the U.S Small Business Administration (SBA) or any other recognized certification agency.
* Failure to be certified as a HUB does not preclude a firm from participating in the District’s contracting and purchasing activities.
* All District bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with HUBs in available subcontracting areas. The District reserves the right to determine if a company has demonstrated good faith effort. Primes who propose to utilize their own workforce will be required to provide a detailed explanation.
* Changes to the List of Subcontractors in the HUB Utilization Plan must be reviewed and approved in writing by the Purchasing Department and/or the District CIP office, prior to any changes being made.
* The prime shall notify the Purchasing Department and/or the District CIP office if the percentage of HUB participation declines or falls below the level of participation represented in the HUB Utilization Plan. The prime shall promptly notify the Purchasing Department and/or the District CIP office within 7 days and obtain a listing of other qualified HUB vendors to meet the commitment amount.
* The Prime will be required to submit a Prime Assessment Report indicating the amounts paid to the subcontractors. Proof of payment reflecting the pay activity report should be attached. Approved proofs of payments are cancelled checks, partial release of liens or notarized letter from the subcontractor stating the bid package number, date and total amount received to date and amount received that month. The Prime Assessment Report will be submitted as requested by the District.
* Prime agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, nondiscrimination clause, and termination of HUB Clause, Prompt Payment Clause, and Retainage Clause. (If applicable).
* The prime will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to HUBs, and copies of executed contracts with HUBs. The prime shall provide access to books, records and accounts to authorized officials of the District, state or Federal agencies for the purpose of verifying HUB participation and good faith efforts to carry out this HUB policy. All District contracts are subject to HUB audit.

PLEASE PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

### Question 1. As the prime vendor/contractor, is your company a Historically Underutilized Business (HUB)/ Minority or Woman-Owned Business Enterprise (M/WBE)?

###

[ ]  Yes - Complete section A, questions 2 and 3.

[ ]  No - Complete questions 2 and 3.

|  |  |  |  |
| --- | --- | --- | --- |
| Section A. Certifying EntityNorth Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Department of Transportation (DOT), Small Business Administration (SBA) – 8A or SDB, South Central Texas Regional Certification Agency (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women’s Business Council and City of Austin.(If you are not HUB/M/WBE certified, list non-certified.) | Certification Number(If you are not HUB/M/WBE certified, list not applicable “N/A”) | AA – African American; AI – Asian Indian; AP – Asian Pacific American; NA – Native American; HI – Hispanic American; WO – American Women (excludes AA, AI, AP, NA, ,HI women)Ethnicity | Gender |
|  |       |  |  |
|  |       |  |  |
|       |       |  |  |

## Question 2. Will you use subcontractors as a part of this solicitation?

[ ]  Yes – Go to question 3.

[ ]  No, I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources. (By answering “No,” complete sections D and E.)

## Question 3. Is your subcontractor a HUB/M/WBE?

[ ]  Yes - Complete Sections B, D and E.

[ ]  No - Complete Sections B, C, D and E.

## HUB EvaluationPoints / Percentage Matrix

Is the Prime a HUB? No

Is the Sub a HUB? Yes

● 7 points or 7 %

Is the Prime a HUB? Yes

Is the Sub a HUB? Yes

● 10 points or 10 %

Is the Prime a HUB? Yes

Is the Sub a HUB? No

● 4 points or 4 %

Is the Prime a HUB? No

Is the Sub a HUB? No

● 0 points or 0 %

Section B.

Subcontractor Utilization (List all subcontractors (minority and non-minority) that will be utilized in this bid/proposal. Non-certified firms will not be counted towards the prime’s HUB/M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its HUB/M/WBE subcontracting goals.Use additional sheets if necessary.)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Subcontractor/****Supplier Name** | **Contact Person & Phone Number** | **Certification Agency** | **Certification #** | **Ethnicity/****Gender** | Service / Supplies to be provided | **Estimated Amount** | **% Of Total Bid** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  | **Totals** |  |  |

Section C. Good Faith Efforts Documentation (Complete this section if subcontractors will be utilized; however, the subcontractors are not HUB/M/WBE.)

|  |  |  |
| --- | --- | --- |
|  | Yes | No |
| 1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?  | [ ]  | [ ]  |
| 2. Were contracts broken down to provide opportunities for subcontracting? | [ ]  | [ ]  |
| 3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs? | [ ]  | [ ]  |
| 4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.? | [ ]  | [ ]  |
| 5. Were subcontracting opportunities advertised in general circulation, trade associations, minority/women-focused media and/or minority chambers of commerce? | [ ]  | [ ]  |
| 6. Did you encourage non-certified M/WBEs to pursue certification status? | [ ]  | [ ]  |
| 7. Were negotiations conducted in good faith with interested M/WBEs? | [ ]  | [ ]  |
| 8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs? | [ ]  | [ ]  |

## Section D. Past Performance with the DISD HUB ProgramList HUB/M/WBE subcontractors that were utilized on previous Duncanville ISD projects.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| DISD Bid # orInterlocal Agreement Information | Name of Project | HUB/M/WBE Subcontractor/Supplier or Joint Venture Partner | HUB/M/WBE Contact Person & Phone Number | Amount or % of Bid |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
|  | Yes | No |
| 1. Does your company currently participate in a Joint Venture Agreement with a Certified HUB/M/WBE for this solicitation? (If yes, attach a notarized Joint Venture Agreement.)  | [ ]  | [ ]  |
| 2. Does your company currently participate in a Mentor Protégé Plan? (If yes, attach a current Mentor Protégé Plan.) | [ ]  | [ ]  |

## Section E. Mentor Protégé or Joint Venture

FORM I **Model SB 9 Contractor Certification Form**

**Criminal History Record Information Review of Certain Contract Employees**

**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: Includes* all employees of a contractor (to include any subcontractors and/or independent contractors) 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: (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 ("Name of Contractor"), I

First Name: Last Name:

Address: City: State: Zip:

Telephone: Fax:

E-mail:

Certify that [check one]:

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

*Or*

[ ]Some or all of the Contractor's employee are *covered employees.* If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor 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.

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

Upon request, Contractor 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, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

FORM L

**Certification of Regarding Lobbying**

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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, renewable, 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 Reporting 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.

Name / Address of Organization

Name / Title of Submitting Official

Signature Date

FORM M

**Clean Air and Water Act Compliance**

I, the vendor, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and understand that 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) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Name of Company

Address of Company

Title of Submitting Official

Signature

FORM O

**SB 252**

**CHAPTER 2252 CERTIFICATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above 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 Duncanville Independent School District’s Purchasing Department.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company Representative (Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Company Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

FORM P

**House Bill 89 VERIFICATION**

I, ­ , the undersigned representative of

 Company or Business name

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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 the Duncanville Independent School District.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signature of Company Representative FORM Q

**CONFIDENTIALITY DECLARATION FORM**

**INFORMATION SUBMITTED TO DUNCANVILLE ISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552**

As a governmental body, DISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to DISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be accepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as “CONFIDENTIAL.”

Marking information as “CONFIDENTIAL” does not guarantee that the information will be withheld from disclosure. If DISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as “CONFIDENTIAL,” DISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that DISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov’t Code § 552.0222, “contracting information”[[1]](#footnote-1) is public and must be released unless accepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

1. the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
2. information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

DISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability DISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by**

**Vendor or DISD and determined by DISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act**. Further, even if Vendor marks information as “CONFIDENTIAL,” **Vendor expressly agrees that DISD may disclose Vendor’s proposal, including, but not limited to, pricing information, to other governmental entities, anything required by law to be disclosed, information that either was not submitted or properly submitted to the attorney general by the vendor, or information that the attorney general denies being able to withhold**

Please check **ONLY ONE** of the following options:

* **Declaration of Confidentiality – Vendor HAS clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor declares that the information marked by Vendor as “CONFIDENTIAL” contains confidential, proprietary, and/or trade secret information and is accepted from disclosure under Chapter 552, Texas Government Code. Vendor understands that just because the information is marked as confidential it does not necessarily mean it will be withheld.**
* **Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to DISD and that its proposal and all other information—including any pricing information—submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement.**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Vendor Name**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Printed Name of Authorized Officer/Representative of Vendor**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Title**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Signature Date**

**STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Duncanville ISD. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
2. **ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Duncanville ISD. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the school district.
3. **CONFLICT OF INTEREST** – The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer of employee of the school district shall have a financial interest, direct or indirect, in any contract with the DISD, or be financially interested, directly or indirectly, in the sale to the school district of any land, materials, supplies or services, except on behalf of the DISD or in compliance with the provisions of the Duncanville ISD Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the school district.
4. **SERVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
5. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
6. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
7. **FUNDING** – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the school district, which fiscal year ends on June 30 of each year, shall be subject to School Board budget approval. Should funding not be approved by the School Board for any given budget year during the contract term, the contract will terminate and become null and void.
8. **CONTRACTOR TO PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address: (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. District's count or weight shall be final and conclusive on shipments not accompanied by packing list.
9. **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to.”
10. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the Duncanville ISD until the school district actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
11. **FORCE MAJEURE** - Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Department of the date of inception of the force majeure condition and the extent to which it will affect performance.
12. **RIGHT OF INSPECTION** - DISD shall have the right to inspect the goods upon deliver before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.
13. **RIGHT TO AUDIT** - Contractor agrees that the DISD shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the school district shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The DISD shall give Contractor reasonable advance notice of intended audits.
14. **PRODUCT GUARANTEE** - Proposer guarantees equipment or product offered will meet or exceed specifications identified in this request for proposal. The proposer shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the District. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the proposer shall, upon written request from the District, promptly remove such equipment or product without any further expense to the District.
15. **PATENT RIGHTS:** The vendor agrees to protect the School District from any claim involving patent right infringement or copyrights on goods supplied.
16. **PRICE WARRANTY** - The price to be paid by the DISD shall be that contained in Contractor's proposal, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon school district’s option, DISD shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.
17. **NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.
18. **SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
19. **INDEMNIFICATION** –**Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the school district, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the school district against any and all such claims and demands.**
20. **NON-DISCRIMINATION** - Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the school district because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
21. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the school district harmless against any claims or allegations asserted by third parties or subcontractors against school district arising out of Contractor's and/or its subcontractor’s alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
22. **DRUG POLICY** - All DISD property and facilities are a “drug free zone.” No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. The responding company and its employees shall adhere to this policy.
23. **TERMINATION FOR DEFAULT** - DISD reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the specifications. In the event of termination, the school district reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the proposal to the next lowest responsible proposer. Any such act by the school district shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to school district of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the school district for such excess. Proposers shall for this purpose, keep their proposals open and prices fixed for a period of 90 days following the award of this proposal.
24. **TERMINATION WITHOUT CAUSE** - DISD shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. DISD shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
25. **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with school district or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either school district or Contractor.
26. **ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.
1. “Contracting information” is defined by Tex. Gov’t Code § 552.003(7) as “the following information maintained following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.” [↑](#footnote-ref-1)