LANCASTER INDEPENDENT SCHOOL
DISTRICT

REQUEST FOR QUALIFICATIONS

INSPECTION, CONSTRUCTION
MATERIALS TESTING, AND
VERIFICATION SERVICES

(Per Texas Professional Services Procurement Act, “PSPA”)

RFQ #2015.10.29

Qualifications Submittal Deadline: October 29, 2015, 2:00 PM (local time)
Location: Purchasing Office
422 S Centre Ave.
Lancaster, TX 75146
ATTN: W. Moeller

REFER INQUIRIES TO THE PROGRAM MANAGER:

James Evans
Dikita Enterprises, Inc.
E-mail: jamesevans@lancasterisd.org
The Lancaster Independent School District ("District") is soliciting Statements of Qualification ("SOQ") and Letters of Interest from qualified sources relative to the provision of the following Request for Qualification ("RFQ").

To obtain the RFQ documents, download the documents from the District website www.lancasterisd.org Departments/Purchasing/Current Bid/RFP/RFQ Documents. The RFQ documents contain the necessary information to submit an SOQ to the District and obtain answers to questions. No phone calls please.

<table>
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<tr>
<th>RCSP #</th>
<th>Description</th>
<th>Closing Date</th>
<th>Buyers Initials</th>
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<td>RFQ # 2015.10.29</td>
<td>Inspection, Construction Materials Testing, and Verification Services</td>
<td>October 29, 2015...2:00pm</td>
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No pre-proposal meeting is scheduled.

Submittals must be physically delivered to the Purchasing Office, at 422 S Centre Ave., Lancaster, TX 75146, ATTN: W. Moeller. Delivery to other locations may result in rejection of an SOQ.

Deadline for submitting SOQ’s is **2:00 P. M. (local time)**. Any materials received after the closing time will not be considered.

The right is reserved to reject any or all bids, proposals, CSP's or statements of qualification and/or to waive any technicalities.

The Lancaster Independent School District is committed to the ideals of equal opportunity in all its business endeavors.

It is the goal of the Lancaster Independent School District that at least 25% of the work performed under any resulting contract for professional services for the Bond Program will be done by minority or woman-owned business enterprises.

**It shall be a continuing goal of the District to involve historically underutilized businesses (HUBs) and minority and women owned business enterprises (M/WBEs) to the maximum extent possible in all facets of the District’s contracting and purchasing activities.**
NOTICES

This procurement is for district-wide use, and is advertised from the main Purchasing webpage and the Daily Commercial Record newspaper.

PROCEDURAL NOTES

- Phone calls to the LISD phone numbers for this RFQ will be directed to the website for information on this RFQ.

- Firms needing information are directed to search the existing RFQ and Addenda at the website. Questions and answers of general interest will be posted to the website.

- Qualified Firms must follow the directions regarding Inquiries, Questions, and Addenda on contacting the District. Failure to follow directions can result in rejection of materials.

- Communication made after the deadline for questions or in a format not listed may not be responded to until after the RFQ due date.

Upon release of the RFQ, requests for sales calls and introductory meetings will be respectfully declined.

Respondents and interested consultants who are interested in sub-consultant work for this RFQ are strongly cautioned to read, become familiar with, and comply with all of the procurement documents, including the form of agreement and all attachments before submitting qualifications for this work.
SECTION 1
INTRODUCTION

1.1 Description of the Lancaster Independent School District

The Lancaster ISD is committed to becoming a leader in education and student achievement.

A voter-approved $125.9 million building program approved in 2015 is providing the City of Lancaster with 2 new schools, a 9th Grade Center, and a major update of the Junior High School for the district’s 7,000-plus students.

1.2 Not Used

1.3 Objectives of Request for Qualifications

The Lancaster ISD ("Owner" or "District") is soliciting Letters of Interest and Statements of Qualifications ("SOQ") from qualified firms relative to the provision of inspection, construction materials testing, and verification services for the District’s 2015 Bond Program. The District anticipates that more than one firm may be selected to perform these services. This information may be used to identify firms to provide these resources.
SECTION 2
NOTICE TO RESPONDENTS

2.1 General

The Lancaster ISD ("Owner") is accepting responses to this Request for Qualifications (RFQ) to contract for professional inspection, construction materials testing, and verification services and related consulting professional services, pursuant to the Professional Services Procurement Act, Texas Government Code 2254, in accordance with the terms, conditions and requirements set forth in this Request for Qualifications, RFQ No. 2015.10.29 This RFQ provides sufficient information for interested parties ("Respondents") to prepare and submit responses for consideration by Owner.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 Submittal Deadline

Owner will accept responses until 2:00 PM, local time, October 29, 2015 unless extended by addendum.

2.3 Owner Contacts

Any questions or concerns regarding this Request for Qualifications shall be directed to the individuals listed on the front cover:

Owner specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individual. It is requested that all contact and questions be placed in facsimile or e-mail. No phone, sales, or introductory calls can be made regarding this procurement.

2.4 Type of Contract

A successful respondent will be required to enter into a contract in the form attached hereto as Attachment A. The term of the contract will be as negotiated after selection.

2.5 Inquiries, Interpretations, and Pre-Submittal Meeting

2.5.1 Addenda

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum (amendment) and posted to the Owner's website at the www.lancasterisd.org page, Departments/Purchasing/Current Bids/RFP/RFQ. All such addenda issued by Owner prior to the time that responses are received shall be considered part of the RFQ, and the Respondent shall be required to consider and acknowledge receipt of such in the response. Firms receiving this RFQ other than directly from Owner are responsible for obtaining any addendum (amendment) in the event an addendum is issued.

2.5.2 Interpretations

Only inquiries replied to by Owner by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda in their Statement of Qualifications ("SOQ") or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of responses, or shall accompany the response.
2.5.3 Not Used

2.6 Public Information

Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. Information deemed confidential, proprietary, or a trade secret must not be submitted in response to a procurement.

Respondents are hereby notified that Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Respondents are further notified that the Owner may publish sign-in sheets, submittals, rankings, and evaluations or portions of these items or other submitted items when the Owner determines this to be in the Owner’s interest, and all Respondents must agree to this condition to be considered as a potential District consultant or vendor.

2.7 Contract Award Process

2.7.1 General

Owner shall award a contract(s) on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price. Owner shall first select the most highly qualified Respondent(s) providing the services described in this RFQ on the basis of demonstrated competence and qualifications and then attempt to negotiate a contract with that Respondent(s) at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified Respondent, Owner shall formally end negotiations with that Respondent(s), select the next most highly qualified Respondent(s) and attempt to negotiate a contract with that Respondent at a fair and reasonable price. Owner shall continue the process described above to select and negotiate with Respondents until a contract is awarded. Owner reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, or to reject any and all responses if deemed to be in the best interests of the Owner and to re-solicit for qualifications, or to reject any and all responses if deemed to be in the best interests of the Owner and to temporarily or permanently abandon the procurement. If Owner awards a contract, it will award the contract to the Respondent(s) whose response is the most advantageous to Owner, considering the evaluation factors set forth in this RFQ.

2.7.2 Procedure

2.7.2.1 An evaluation committee will review each compliant response to the RFQ. This committee may select a short list of firms based on information contained in the responses and may conduct interviews. The preliminary screening may also include an estimate of the capacity and relative size of the firm as determined from the responses.

2.7.2.2 Selection shall be made of one or more Offerer deemed by the evaluation committee to be fully qualified and best suited among those firms submitting qualifications on the basis of the evaluation criteria (a “Qualified Firm” or “Qualified Firms”).
Qualified Firms are notified that any submittals of cost or discussion of cost in the SOQ or any subsequent interview prior to entering contract negotiation may have their SOQ rejected as non-compliant. Cost will only be discussed with Qualified Firms after selection. Final selection among Qualified Firms will be made by the Board of Trustees, Lancaster Independent School District, unless lawfully delegated.

2.7.2.3 If selected, Qualified Firms must have an honest and open discussion regarding the capacity of the firm to provide professional services within the schedules and of the quality desired by the District.

2.7.2.4 Qualified Firms will accept the decision of the District as final regarding the capacity of the firm to perform the anticipated work.

2.7.2.5 Qualified Firms will agree that the District may increase or reduce work assigned to the Qualified Firms at the District’s discretion, and will assist in promptly accepting or transferring work.

2.7.2.6 The Owner may withdraw this RFQ, reject qualifications of any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular firm’s submittal was not deemed to be the most advantageous to the Owner.

2.7.2.7 If the District determines that more than one Offeror is fully qualified, subsequently a contract may be negotiated and awarded to more than one Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the RFQ and the Offeror’s management plans as negotiated. The District may select multiple firms for this work, and will strictly follow the Professional Services Procurement Act as administered by the PURCHASING DEPARTMENT AND/OR LEGAL SERVICES, LANCASTER INDEPENDENT SCHOOL DISTRICT.

2.7.2.8 Firms not selected or short listed for work as identified in this Request for Qualifications may be considered for future work under this bond program.

2.8 Criteria for Selection

The Respondent(s) selected for an award will be the Respondent(s) whose qualifications, as presented in the response to this RFQ, is the most advantageous to Owner.

Qualifications will be evaluated by Owner’s personnel. The criteria for evaluation of responses, and selection of the successful respondent for this award, will be based on the factors listed below:

- **FIRM BACKGROUND AND STAFF:** 15 points
- **FIRM BACKGROUND AND STAFF:** 20 points
- **PROFESSIONAL SERVICES PROVIDED BY THE FIRM:** 25 points
- **WORKLOAD:** 10 points
- **M/WBE and HUB:** 20 points

Consideration may also be given to any additional information and comments if they increase the benefits to the Owner. Upon completion of the initial review and evaluation of the qualifications...
submitted, selected Respondents may be invited to participate in oral presentations. The Proposed Fee Schedule provided in Section 7 is Not Used. Section 3, Section 8, and Section 9 contain details of how to submit these and other responses to the Owner.

2.9 **Respondent's Acceptance of Evaluation Methodology**

Submission of a response indicates Respondent’s acceptance of the evaluation technique and Respondent’s recognition that some subjective judgments must be made by Owner during the assigning of points.

2.10 **Commitment**

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for professional consulting services, and that Owner has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent’s performance hereunder shall be at the sole risk and responsibility of Respondent.

2.11 **Minority and Women Business Enterprise Program**

See Attachment B. If the proposed contract resulting from this RFQ is expected to exceed $25,000 then completion of the Good Faith Effort Program is a mandatory condition precedent to the award of any such contract.

2.12 **Key Events Schedule:**

No Earlier Than:

- Issue Request for Qualifications: 09/25/2015
- Pre-Submittal Meeting: Not Required
- Response Submittal Deadline: 10/29/2015 at 2:00 PM local time
- Evaluation Period: 10/29/2015 – 11/06/2015
- Ranking: 11/06/2015
- Board Approval for Assignments: November Board Meeting

Dates are subject to change.

2.13 **Work by Affiliates and Independent Consultants of Program Managers**

Definitions:

Affiliate(s) - Relationship between two companies when one company owns substantial interest, but less than a majority of the voting stock of another company, or when two companies are both subsidiaries of a third company.

Independent Consultant(s) - A person or entity which provides services under terms specified in a contract, and is not an affiliate or subsidiary.

A Program Manager(s) under contract, including all Affiliate(s) and Independent Consultant(s) MAY NOT bid, submit qualifications, or otherwise propose on any other work comprising this bond program.
SECTION 3
RESPONSE REQUIREMENTS

3.1 General Instructions

A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

B. Responses and any other information submitted by Respondents in response to this Request for Qualifications shall become the property of Owner.

C. Owner will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for response preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit responses at their own risk and expense.

D. Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification at Owner’s option.

E. Each response should be prepared simply and economically, providing a straightforward, concise description of your firm’s ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner’s needs.

F. Owner makes no guarantee that an award will be made as a result of this RFQ, and reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting contract when deemed to be in Owner’s best interest. Representations made within the response will be binding on responding firms. Owner will not be bound to act by any previous communication or response submitted by the firms other than this RFQ.

G. Not Used

H. Failure to comply with the requirements contained in this Request for Qualifications may result in the rejection of your response.

3.2 Preparation and Submittal Instructions

A. Respondents must complete, sign and return the attached Execution of Offer, Section 6, as part of their response. Response must be signed by Respondent’s company official(s) authorized to commit such responses. Failure to sign and return these forms will subject your response to disqualification. Review Section 9 forms – unless the forms are marked “Not Used”, sign and return the documents with the submittal.

B. Responses to this RFQ should include answers to required questions in Section 8 Respondent Questionnaire. It is not necessary to repeat the question in your response, however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R. Do not provide excessive information. If three examples are requested, list only three.
C. Page Size, Binders and Dividers

Responses must be typed or printed on letter-size (8-1/2” x 11”) paper. Some fold-out materials may be provided if necessary. Owner requests that responses be submitted in a binder. Preprinted material should be referenced in the response and included as labeled attachments. Sections to be divided by tabs for ease of reference. Any responses greater than 75 individual pages may not be able to be reviewed. A page is defined for this paragraph as a single sheet or fold out sheet with printing or graphics on one or both sides. Required forms and submittal information page responses are not included in the individual page count.

D. Table of Contents

Include with the response a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the response as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

E. Pagination

All pages of the response should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered and referenced separately.

F. Number of Copies

Submit a total of 4 (four) complete copies of the entire response. An original signature must appear on the Execution of Offer (ref. Section 6) of at least one (1) copy submitted.

G. Submission

1. Identical copies of the response including any supplemental printed material referenced, must be submitted and received in the Owner's Purchasing Office on or before the time and date specified, pursuant to the Notice to Respondents (ref. Subsection 2.2) and delivered to:

   William Moeller  
   Purchasing Office  
   422 S Centre Ave.  
   Lancaster, TX 75146

   Timely delivery is at the risk of the Respondent.

   **DO NOT DELIVER TO DISTRICT MAILROOM.**

   NOTE: Show the Request for Qualifications title or number and submittal date in the lower left-hand corner of your sealed response envelope (box/container).

2. The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the RFQ number must be clearly visible; and name and the return address of the Respondent must be clearly visible.

3. Late responses properly identified will be returned to Respondent unopened, recycled, or retained for record, at the District’s option. Late responses will not
be considered under any circumstances.

4. Telephone responses are not acceptable when in response to the Request for Qualifications.

5. Facsimile ("FAX") responses are not acceptable when in response to this Request for Qualifications.

H. Alternate Response – Not Used

The Owner may consider alternate responses submitted by qualified responsive firms in determining an award. Respondents submitting alternate responses shall clearly identify any exceptions taken to the requirements listed herein, and include a detailed description of the alternate(s) proposed. Respondent(s) may suggest additions to the requirements with respect to scope of work or services performed. All such suggestions shall be clearly defined. Alternate responses shall be submitted as an attachment to your base response (RFQ) package.

I. Withdrawal or Modification

No response may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a response may be withdrawn and resubmitted any time prior to the time set for receipt of responses. No response may be withdrawn after the submittal deadline without approval by the Owner which shall be based on Respondent’s submittal, in writing, of a reason acceptable to the Owner.

J. Validity Period

Responses are to be valid for the Owner’s acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Responses, if accepted, shall remain valid for the life of the Contract.

3.3 NOT USED

3.4 Terms and Conditions

The terms and conditions of the attached Form of Agreement will govern any agreement entered as a result of this RFQ.

3.5 Submittal Checklist

Firms are instructed to complete, sign and return the following documents as a part of their response submittal. Failure to return these documents may subject your response to disqualification.

- Signed and Completed Execution of Offer (ref. Section 6)
- Responses to Respondent’s Questionnaire (ref. Section 8) including requested submittals
- M/WBE Forms (9.6)
- Other forms or items if added by Addendum
- 9.1 Bid Offer Form (Not Used)
- 9.2 Felony Conviction Notice
- 9.3 Not Used
- 9.4 Conflict of Interest Compliance Form
- 9.5 Family Conflict of Interest Questionnaire
- 9.8 Certificate of Non-Discrimination
- 9.9 Notification of Hazardous Material
- 9.10 Vendor Debarment and Felony Conviction Notification

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SECTION 4
GENERAL TERMS AND CONDITIONS

4.1 See the attached Form of Agreement for General Terms and Conditions.

SECTION 5
SCOPE OF WORK

5.1 General
The Owner requests responses from qualified and experienced firms for providing inspection, construction materials testing, and verification services and related work on district projects.

5.2 Scope of Work
Any resulting contract will be held by the Lancaster Independent School District (“Owner”). The Owner reserves the right to select more than one firm.

5.2.1 Reporting and Responsibility
The selected firm(s) will report to the Executive Director of Maintenance or designee.

5.2.2 Scope of Services, General
Significant coordination may be required with a Program Manager(s) (or “PM(s)” ) to assist in quality control / quality assurance, deliverables, formats, and other related functions. The PM(s) may administer any resulting contract.

During any contract that might result from this RFQ, compliance with PM(s) reviews and schedules, as well as submittals of physical deliverables, such as copies of progress documents, notes, and other work items will be submitted to document completion status and request for payment by the selected firm(s).

5.2.3 Not Used

5.2.4 Scope of Services, Phases
Following is a non-exclusive informational list of services, materials, equipment and personnel that may be required from the Qualified Firms. Firms are notified that any submittals of cost or discussion of cost in the SOQ or any subsequent interview will have their SOQ rejected as non-compliant. Cost will only be discussed with Qualified Firms after selection.

Respondents are to use the following list as a checklist of services that your firm provides. Indicate that your firm has the listed capability by inserting an “X” in the right hand box of the list below.
CONSTRUCTION MATERIALS TESTING SERVICES

SOIL AND BASE MATERIALS SERVICES

Field Services
- Drilled Pier Inspection by an Engineering Technician
- In-Place Moisture Density Tests, Nuclear Method ASTM D2922
- Lime Stabilization Pulverization Analysis

Laboratory Testing
- Optimum Moisture/Density Relationship o Standard (ASTM D698)
- Modified (ASTM D1517)
- THD 113E
- Atterberg Limits
- Sieve Analysis of Aggregate with Binder
- Material Finer that #200 Sieve
- Hydrometer Analysis
- Lime Determination, 5 points, (PI & pH)
- Proctor Sample Testing

CONCRETE SERVICES

Mix Designs
- Review of Submitted Concrete Mix (including aggregate gradation, unit weight, specific gravity and absorption)
- Sampling of Materials
- Batching Concrete Mix Design in Preparation for Making Laboratory Confirmation
- Cylinders or Beams
- Confirmation Laboratory Cylinders
- Confirmation Laboratory beams

Concrete Field Services
- Observation of Placement by an Engineering Technician
- Batch Plant Observation Supporting Concrete Placement

Concrete Laboratory Services
- Flexural Beams
- Compressive Strength Cylinders
- Non-Destructive Testing
- Schmidt Rebound Hammer
- Windsor Probe
- Reinforcing/Post-Tension Steel

Coring Services
- Compression Testing of Cores
- Core Ends Sawed
- Coring Hardened Concrete
- Patching of Core Holes,
Special Testing
  • Floor Flatness
  • Taylor #625 Calcium Chloride Kits

STRUCTURAL STEEL SERVICES
Visual Inspection
  • Structural Steel Shop Fabrication Observation
  • Structural Steel field Erection Inspection

Non-Destructive Testing
  • Includes ultrasonic, magnetic particle and liquid penetrant.

Sprayed On Fireproofing
  • Thickness Measurements
  • Density Tests
  • Bond Tests

MASONRY SERVICES
Field Services
  • Special Inspector for full time inspection
  • Engineering Technician to mold samples

Laboratory Services
  • Mortar Cube Compressive Strength
  • Grout Prism Compressive Strength
  • Masonry Block Prism Compressive Strength, ungrouted
  • Masonry Block Prism Compressive Strength, grouted

AGGREGATE TESTING SERVICES
  • Sieve Analysis, dry
  • Minus # 200 Sieve Analysis
  • Specific Gravity and Absorption
  • Dry Rodded Weight
  • Loose Rodded Weight

ASPHALTIC CONCRETE SERVICES
  • Engineering Technician
5.3 Delivery

A. This contract will commence per the terms of the individual amendments to the master agreement.

B. Time is of the essence in the performance of any resulting agreement. Owner shall have no obligation to accept late performance or to waive timely performance by Respondent.

C. In no event shall changes be permitted without the express prior written authorization of the Owner. Any such authorizations shall be in the form of a Contract amendment.

5.4 Miscellaneous Provisions

A. Personnel

Respondents shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract. Respondents shall assign to the Owner a designated representative who will be responsible for the coordination and administration of the Owner's requirements. Change in the representation of the firm to the District must be approved by the District.
SECTION 6
EXECUTION OF OFFER
RFQ NO. 2015.10.29 Inspection, Construction Materials Testing, and Verification Services

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RESPONSE. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE RESPONSE MAY RESULT IN REJECTION OF THE RESPONSE.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED RESPONSE OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S RESPONSE, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER OR VENDOR LISTS OF OWNER. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

By signing this Execution of Offer, Respondent affirms, certifies, and warrants that the information set forth in this Execution of Offer is current, complete, and accurate. Respondent agrees that in the event Respondent makes a false statement by affirming, certifying, or warranting the information set forth in this Execution of Offer, the Lancaster Independent School District ("Owner" or "District"), may, at its option, terminate any Agreement to which this Execution of Offer is attached without further liability, and Respondent shall be removed from all District bid or proposal lists, or vendor databases.

Respondent agrees to notify Owner in writing within thirty (30) days of any changes in the affirmations, certifications, and warranties made by Respondent under this Execution of Offer.

6.1 No Gratuity or Benefit to Public Servant

By signing this Execution of Offer, Respondent affirms, certifies, and warrants that it has neither given, offered to give, and has no intention to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with any Agreement in which this Execution of Offer is attached.

6.2 Corporate Business Status

By signing this Execution of Offer, if Respondent is a corporation or a limited liability company, Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Respondent has been duly authorized to act for and bind Respondent.

6.3 Certain Bids and Contracts Prohibited

The Owner may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.

By signing this Execution of Offer, Respondent pursuant to Section 2155.004, Texas Government Code certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
6.4 Anti-Trust Compliance

By signing this Execution of Offer, Respondent affirms, certifies, and warrants that neither Respondent nor the firm, corporation, partnership or institution represented by Respondent, or anyone acting for such firm, corporation, or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq, Texas Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly Respondent’s bid or proposal made to Owner to any competitor or any other person engaged in such line of business.

6.5 Franchise Tax Status

By signing this Execution of Offer, Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable

6.6 Contracting With Persons Who Have Certain Debts or Delinquencies

By signing this Execution of Offer, Respondent agrees that pursuant to Sections 2107.008 and 2252.903, Texas Government Code any payments owing to Respondent under this Agreement may be applied directly toward any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

6.7 Status of State and Federal Suspension, Debarment, Excluded Party, or Specially Designated National

By signing this Execution of Offer, Respondent affirms, certifies, and warrants that it is not suspended, debarred, or listed in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs “Excluded Parties List”). Respondent acknowledges that Owner will require immediate removal of any employee, subcontractor or agent of Respondent assigned to work at Owner's premises or facilities if such employee, subcontractor or agent is found to be on the Excluded Parties List.

In addition Respondent affirms, certifies, and warrants the following:

1. Respondent is not disbarred and/or excluded from federal procurement programs by querying the Excluded Parties Listing System (the electronic version of the Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs) maintained by the General Services Administration:

   http://www.epls.gov/

(b) Respondent is not suspended and/or exclusion by the Texas Building and Procurement Commission by querying the Suspended Vendor List and the Debarred Vendor List maintained by the Texas Building and Procurement Commission;

   http://www.window.state.tx.us/procurement/Prog/vendor_performance/debarred/

(c) Respondent is of good standing with the Texas Comptroller of Public Accounts by querying the Certification of Account Status database maintained by the Texas Comptroller of Public Accounts;

   http://ecpa.cpa.state.tx.us/coa/Index.html
6.8 Compliance with Terms and Conditions for Subsequent Agreement

By signing this Execution of Offer, Respondent affirms, certifies, and warrants that it will comply with all specifications, requirements, terms, and conditions set forth in any Agreement and attachments in which this Execution of Offer is attached. Respondent affirms, certifies, and warrants that the products or services Respondent provides under this/or any Agreement will meet or exceed the specifications set forth in any Agreement.

6.9 Statements and Information Accurate and Complete

By signing this Execution of Offer, Respondent affirms, certifies, and warrants that all statements and information prepared and submitted under any Agreement in which this Execution of Offer is attached, including all information submitted by Respondent in response to or to verify the affirmations, certifications, and warranties set forth in this Execution of Offer, are current, complete, and accurate.

6.10 Child Support Payment Status

By signing this Execution of Offer, Respondent certifies that pursuant to Section 231.006, Texas Family Code it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

6.11 Local Product Preference

By signing this Execution of Offer, Respondent covenants and agrees that as required by Section 44.042, Texas Education Code, in performing its duties and obligations under this Agreement, the Respondent shall purchase agricultural products and materials produced, processed, or grown in Texas when such products and materials are equal or better in cost and quality. If agricultural products and materials produced, processed, or grown in Texas are not equal in cost and quality to other products, then preference shall be given to agricultural products produced, processed, or grown in other states of the United States over foreign products if the cost to the District is equal and the quality is equal. Vegetation purchased for landscaping, including plants, shall be purchased from Texas vegetation if the cost is equal and the quality is not inferior to vegetation produced elsewhere.

6.12 Franchise Status

If Respondent is a franchise, then

(a) Respondent affirms, certifies, and warrants that it shall maintain such franchise in full force and effect at all times during the existence of this Agreement, and

(b) Respondent shall provide Owner with all data that Owner, in its sole discretion, deems necessary to identify Respondent’s franchise, the date on which Respondent’s franchise will expire, and to certify that Respondent’s franchise remains in good standing at all times during the existence of the Agreement.

6.13 Conflict of Interest

[ See attached ]

6.14 Technology Access Clause

By signing this Execution of Offer, Respondent in accordance with Section 2157.005, Texas Government Code expressly acknowledges that state funds may not be expended in connection with the purchase of an
automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Respondent represents and warrants to Owner that the technology provided to Owner for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

6.15 OSHA Compliance

By signing this Execution of Offer, Respondent affirms, certifies, and warrants that all goods and services furnished under any Agreement with Owner will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act (Public Law 91-596) and its regulations in effect as of the date on which the goods or services are furnished.

6.16 Certifications of Nonsegregated Facilities & Equal Employment Opportunities Compliance

By signing this Execution of Offer, Contractor affirms, certifies, and warrants that it (1) does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) will not maintain or provide for its employees any segregated facilities at any of its establishments, and (3) will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification shall constitute Contractor's violation of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise but does not include separate rest room facilities for men and women. Contractor further agrees that, except where prior to the start of any Agreement, Contractor has contracts in place with subcontractors that exceed $10,000.00 in value and which are not exempt from the provisions of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended, Contractor will retain such certifications for each one of its subcontractors in Contractor’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

6.17. Affirmative Action Compliance
Respondent shall provide a copy of its written Civil Rights "Affirmative Action Compliance Program" which shall be incorporated into an Attachment A to this Execution of Offer. If Respondent is NOT required to have such a written Civil Rights "Affirmative Action Compliance Program", Respondent must state the reasons why it is not required to have such a written program in Attachment A to this Execution of Offer.

6.18. No Felony Conviction Representation and Criminal Background Check

The undersigned Respondent certifies to comply with these required representations and criminal background checks.

Respondent must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any resulting agreement or contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

Respondent, if under contract to perform services at District facilities, shall certify compliance with Texas Education Code 22.0834 and Education Commissioner’s rules regarding criminal history record review for all employees, applicants for employment, agents or subcontractors of the Respondent.

Additionally, Respondent will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Respondent 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 Respondent shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Respondent shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misrepresented involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a “location where students are regularly present.” Respondent's violation of this section shall constitute a substantial failure under any resulting agreement or contract.

If the Respondent 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 any resulting agreement or contract showing compliance.

6.19. Communications Certification and Voluntary Exclusion Clause

(a) All communications with the Owner regarding this solicitation shall be exclusively with, or on subjects and with persons approved by, the person identified in the RFQ / RFP as suitable to receive inquiries and questions. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information, or otherwise create the appearance of impropriety or unfair competition, and thereby compromise the integrity of the Owner’s procurement system.

(b) By submission of this offer, the Respondent certifies, warrants, and attests that, subsequent to issuance of the RFQ, it has not, and will not, prior to contract award, communicate orally or in writing with any District employee or other representative (including Board of Education members, District contractors or District consultants) other than the individual or persons(s) and subjects approved by the individual, named in the RFQ / RFP as suitable to receive inquiries and questions, except as described below: (INITIAL “NONE” IF RESPONDENT HAS NOT HAD ANY PROHIBITED COMMUNICATIONS. Describe communications in the table below if Respondent has had any communications with the persons described above.

LANCASTER INDEPENDENT SCHOOL DISTRICT
RFQ FOR INSPECTION, MATERIALS TESTING, AND VERIFICATION SERVICES
Exception:
Contacts with Purchasing, Legal Services, and M/WBE are permitted. Other contacts necessary for routine and ongoing business with the District are permitted if full details of the contact are communicated in writing to the Purchasing Department within two business days of the contact.

NONE

By initialing above, my firm agrees to voluntary exclusion from this procurement if reasonable evidence is presented to the Purchasing official named herein of violation of 6.19. (a) or (b).

<table>
<thead>
<tr>
<th>Name of District Representative</th>
<th>Date and Subject of Communication</th>
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(provide attachment if necessary)

(c) These Representations and Certifications are material representations of fact upon which reliance will be placed at the time of the awarding of a contract. If it is later determined that the Respondent or Respondent knowingly rendered an erroneous Representation or Certification, in addition to any other remedies the Owner may have, the Owner may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Owner in the future. In addition, a false entry could be a violation of the Texas Penal Code, Paragraph 37.10. Respondent signs under the pains and penalties of perjury.

(d) The Respondent shall provide immediate written notice to the Architect, Purchasing Department, if, at any time prior to the contract award or during the term of any subsequent agreement, it is learned that any Representation(s) and/or Certification(s) was or any subsequent communication or event makes the Representation(s) and/or Certification(s) erroneous.

(Remainder of page blank)
Neither the execution of any resulting contract by the District nor any other conduct of any representative of the District relating to any resulting contract or evaluation of any submittal shall be considered a waiver of governmental immunities available to the District.

Respondent’s District Vendor Number: ____________________________

Respondent’s Federal Employers Identification (FEI) number: ____________________________

If a Corporation:

    Respondent’s State of Incorporation: ____________________________

    Respondent’s Charter No: ____________________________

Please identify each person who owns at least 25% of Respondent’s business entity by name:

    Name

    Name

    Name

    Name

Submitted and Certified By:

(Respondent’s Name) ____________________________ (Authorized Signature) ____________________________

(Date) ____________________________ (Printed Name/Title) ____________________________

______________________________ (Telephone Number) ____________________________

(Street Address) ____________________________

(City, State, Zip Code) ____________________________ E-mail Address
SECTION 7

NOT USED
SECTION 8

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your response package. Please reference each response by its item number indicated below.

1. QUALIFICATION STATEMENT – 25 Points
   - In a 100 word or less statement, please describe what makes your firm uniquely qualified to perform Architect Services, including any superior qualities. In addition to the statement, provide information regarding services provided for a maximum of 5 similar projects in the DFW Metroplex (does not count against the 100 words).

2. FIRM BACKGROUND AND STAFF – 20 Points
   - Year present firm established
   - Number of employees in firm locally
   - Designated representative

3. PROFESSIONAL SERVICES PROVIDED BY THE FIRM – 25 Points
   - See Section 5.2.4 - Scope of Services for checklist.

4. WORKLOAD – 10 Points
   - Provide number of projects the firm will already have under contract during the scheduled construction period. Include information regarding the scope, budget, and nature of the project and services being provided.
   - Provide a list of projects the various proposed project personnel will be assigned to during the scheduled construction period.

5. M/WBE and HUB – 20 Points
   - Responsiveness to District’s stated goal of 25% for M/WBE participation.
   - See attached M/WBE Guidelines and forms.
   - Provide certifications for firm (if applicable) and each proposed consultant and/or vendor (if applicable)
(Remainder of Page Blank)
SECTION 9
REQUIRED FORMS, NOTICES, AND AFFIDAVITS

Response Forms:
Section 9 contains forms that are required to be completed and submitted along with your response. Failure to complete and submit these forms, unless marked optional, may be grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

9.1 Bid Offer Form: NOT USED

9.2 Felony Conviction Notice:
Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses this Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

9.3 Proposal/Bid Form: NOT USED

9.4 Conflict Of Interest Compliance Form:
This form is required in conjunction with House Bill 914, which went into law September 1, 2005 and became effective January 1, 2006. This is a two-page form, the first of which is a Notice to Vendors and the remaining page is the Conflict of Interest Questionnaire. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Vendors are required to complete this and include in their response, if applicable. If no conflict exists, vendors are required to complete and include the NOTICE OF NO CONFLICT OF INTEREST STATEMENT, included as the last page of this section.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

9.5 Family Conflict Of Interest Questionnaire:
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. 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 and/or entities 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).

NOTE: Submitting a Family Conflict of Interest Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

9.6 Minority/Women Based Enterprise (M/WBE) Guidelines:
The completed M/WBE compliance Guidelines and Forms must be attached to all responses to procurement documents totaling $25,000 or more and are due with the bid/proposal at the time of bid opening. Bidders/proposers who will subcontract out portions of the work must attach the signed Letter of Intent to Subcontract (section E). If the completed M/WBE Compliance Guidelines and Forms are not attached, responses to the procurement documents will be considered nonresponsive.

NOTE: All district bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with minority and women-owned companies.
9.7 Execution of Offer
Section 6 is the Execution of Offer, containing a set of representations and certifications relating to this procurement. This document must be completed, the appropriate blanks initialed, and the signed Execution of Offer included with the Proposal.

9.8 Certificate of Non-Discrimination
The Certificate of Non-Discrimination is required for contracts exceeding $10,000. The Certificate of Non-Discrimination must be completed and signed and the certificate turned in with the submittals.

9.9 Notification of Hazardous Material
The notification of the location of AHERA management plans, the presence of hazardous materials in District buildings and facilities, and the agreement to notify workers and others is required for all District construction contracts. Complete, sign, and turn in the Notification of Hazardous Material with the submittals.

9.10 Vendor Debarment and Felony Conviction Notification
Certification of eligibility and providing a felony conviction notification is required for all District contracts. Complete, sign, and turn in the Vendor Debarment and Felony Conviction Notification with the submittals.

OPTIONAL FORMS

9.11 Notice of No Response Form:
In the event that a solicited vendor elects not to participate in this Request for Proposal opportunity, completion and submission of a NOTICE OF NO RESPONSE form is helpful to the District in evaluating its procurement processes. Please complete and return the NOTICE OF NO RESPONSE form and return it as instructed.

9.12 Notice of Intent to Propose Form:
In the event that a solicited vendor elects propose for a Request for Proposal or Request for Qualifications, as appropriate, completion and submission of a NOTICE OF INTENT TO PROPOSE form is helpful to the District in determining interest and evaluating its procurement processes. Please complete and return the NOTICE OF INTENT TO PROPOSE form and return it as instructed.

Section 9 Forms Follow:
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge:

Texas Education Code, 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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

**CONTRACTOR’S NAME:**

**AUTHORIZED COMPANY OFFICIAL’S NAME** (Printed):

1. My firm is a publicly-held corporation; therefore, this reporting requirement is **not applicable**.
   
   Signature of Company Official:

   OR

2. My firm is neither owned nor operated by anyone who has been convicted of a felony.
   
   Signature of Company Official:

   OR

3. My firm is owned or operated by the following individuals(s) who has/have been convicted of a felony:
   
   Name of Felon(s):

   Details of Conviction(s):

   Signature of Company Official:

   Date: ______________________, 20
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

1. Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

   Name of Officer

   This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

      Yes      No

   B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

      Yes      No

   C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      Yes      No

   D. Describe each employment or business relationship with the local government officer named in this section.

4. Signature of person doing business with the governmental entity  Date

Adopted 06/29/2007

THIS FORM MUST BE SIGNED AND RETURNED IN YOUR PROPOSAL, EVEN IF NO CONFLICT IS BEING REPORTED
FAMILY CONFLICT OF INTEREST QUESTIONNAIRE

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 Director of Purchasing 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 changes in 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 director of the entity, or holds an ownership interest of 10 per cent 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: _______________________________ Date: ________________

Entity: _________________________________

By: ______________________________ Date: _________________

Signature

Title: _________________________________
Lancaster ISD

M/WBE Compliance Guidelines and Forms

To be completed and signed by the Prime Vendor/Contractor

The undersigned agrees that he/she has read and understood the M/WBE Compliance Guidelines and Forms and that all information is correct to the best of his/her knowledge.

Print Name/Title: _______________________________ Date: _______________________________

Signature: _______________________________ Telephone: _______________________________

For additional information contact:
James Evans, 1003 N. Dallas Ave, Lancaster, TX 75146
Phone: (972) 218-1465, Fax: (972) 218-3042, Email: jamelevans@lancasterisd.org, Website: www.lancasterisd.org

Read carefully: The M/WBE Program requirements are applicable to all bidders/proposers, including minority and women owned firms. These forms must be attached to any procurement document totaling $25,000 or more and are due at the time of bid/proposal opening.
M/WBE Compliance Guidelines and Forms
To be completed by the Prime Vendor/Contractor

Lancaster ISD

INSTRUCTIONS FOR MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) COMPLIANCE GUIDELINES AND FORMS

M/WBE Policy Endorsement

The completed M/WBE Compliance Guidelines & Forms must be attached to all responses to procurement documents totaling $25,000 or more and are due with the bid/proposal at the time of bid opening. Bidders/proposers who will subcontract out portions of the work must attach the signed Letter of Intent to Subcontract (section E). If the completed M/WBE Compliance Guidelines and Forms are not attached, responses to the procurement documents will be considered nonresponsive.

All district bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with minority and women-owned companies.

1. If you will utilize subcontractors, complete sections A, B, C, D, E, and sign page 1.

2. If you will not utilize subcontractors, complete sections A, B, and sign page 1.

3. If you are submitting a Request for Proposal (RFP), Request for Qualification (RFQ) or construction procurement solicitation, complete sections F through I also.

4. Attach the completed M/WBE Compliance Guidelines & Forms to your procurement documents.

5. If you have any questions regarding the completion of the M/WBE Compliance Guidelines & Forms, contact jamesevans@lancasterisd.org.
M/WBE Compliance Guidelines and Forms
To be completed by the Prime Vendor/Contractor

PLEASE READ BEFORE COMPLETING THE M/WBE COMPLIANCE GUIDELINES and FORMS.

It is a continuing goal of the district to involve minority and women-owned businesses (M/WBE) to the maximum extent possible in all facets of the district’s contracting and purchasing activities.

♦ The completed M/WBE Compliance Guidelines and Forms must be attached to all procurement documents totaling $25,000 or more and are due with the bid/proposal at the time of bid opening. If the completed M/WBE Compliance Guidelines and Forms are not attached, responses to procurement documents will be considered non-responsive.

♦ The district’s aspirational M/WBE goal is 20 percent for goods, services, and construction contracts. The aspirational M/WBE goal for bond-funded professional services contract is 25 percent. Please note, the district may assign a contract specific M/WBE goal. The M/WBE goal is applicable to any change orders, additional services, modifications or revisions to the original contract. Review your solicitation documents.

♦ For exceeding the district’s aspirational M/WBE goals by an additional percentage, points will be awarded as follows:

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<tr>
<th>Exceeding M/WBE Goal by an Additional</th>
<th>Points</th>
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<tbody>
<tr>
<td>25% and over</td>
<td>20</td>
</tr>
<tr>
<td>15% up to 24.9% utilization</td>
<td>15</td>
</tr>
<tr>
<td>10% up to 14.9% utilization</td>
<td>10</td>
</tr>
<tr>
<td>5% up to 9.9% utilization</td>
<td>2</td>
</tr>
<tr>
<td>Less than 5% Utilization</td>
<td>0</td>
</tr>
</tbody>
</table>

♦ The district recognizes M/WBE certifications issued by the North 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 (SCTRCA), DFW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women’s Business Council and City of Austin. Other certifications may be considered on an individual basis.

♦ Any vendors have to be certified as an M/WBE to be considered in the utilization calculations 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 M/WBES.

♦ Respondents who will subcontract portions of the work will be required to submit the Letter of Intent to Perform/Contract as a Subcontractor Form (page 6, section E) prior to an agreement being executed or an authorized transaction created.

♦ Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its M/WBE subcontracting goals.

♦ Changes to the List of Subcontractors (page 5, section C) must be reviewed and approved by the M/WBE Department prior to any changes being made.

♦ The contractor/proposer shall notify the M/WBE Department if the percentage of M/WBE participation declines or falls below the level of participation represented in the contract. The contractor shall promptly notify the M/WBE Department within 7 days and obtain a listing of other qualified M/WBE vendors to meet the commitment amount.

♦ Contractor will be required to submit a Pay Activity Report indicating the amounts paid to its subcontractors with each pay application submitted or as requested by the district.

♦ Contractor agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, termination of M/WBE Clause, Prompt Payment Clause, and Retainage Clause.

♦ The contractor will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to M/WBES, and copies of executed contracts with M/WBES. The contractor must provide access to books, records and accounts to authorized district, state and federal officials for the purpose of verifying M/WBE participation and good faith efforts. All district contracts are subject to an M/WBE audit.
**M/WBE Compliance Guidelines and Forms**
To be completed by the Prime Vendor/Contractor

| Bid/Proposal #: |  |
| Bid/Proposal Title: |  |
| Prime Vendor / Contractor: |  |
| Company Address: |  |
| City: | State: | Zip: |
| Contact Person: | Phone: | Email: |

**Section A.** Is your company a Minority or Woman-Owned Business Enterprise (M/WBE)?

- **Yes**  
  If you answered “Yes,” complete the current certification information in the boxes below, then continue to **Section B**.
- **No**  
  If you answered “No,” then continue to **Section B**.

<table>
<thead>
<tr>
<th>Certifying Entity</th>
<th>Certification Number</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td>North 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 M/WBE certified, list non-certified.)</td>
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**Section B.** Will you use subcontractors as a part of this bid/proposal?

- **Yes**  
  If you answered, “Yes”, complete Sections C and E.
- **No**  
  If you answered “No”, a written explanation is required below. (If you answered “No”, Sections C, D and E are not applicable.)

---

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $25,000 or More
Page 4 of 7
M/WBE Compliance Guidelines and Forms  
To be completed by the Prime Vendor/Contractor

### Section C. 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 M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its M/WBE subcontracting goals. Use additional sheets if necessary.)

<table>
<thead>
<tr>
<th>Subcontractor/Supplier</th>
<th>Contact Person &amp; Phone Number</th>
<th>Certification Type</th>
<th>Certification #</th>
<th>Ethnicity/Gender</th>
<th>Service/Supplies to be Provided</th>
<th>Estimated Amount</th>
<th>% Of Total Bid</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**Totals**

**Special Note:** You will be required to submit the Letter of Intent to Perform/Contract as a Subcontractor Form (page 6, Section E) prior to an agreement being executed or an authorized transaction created.

### Section D. Good Faith Efforts Documentation

(Complete this section if subcontractors will be utilized; however, the subcontractors are not M/WBE.)

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Were contracts broken down to provide opportunities for subcontracting?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5. Were subcontracting opportunities advertised in general circulation, trade associations, minority/women-focused media and/or minority chambers of commerce?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6. Did you encourage non-certified M/WBEs to pursue certification status?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7. Were negotiations conducted in good faith with interested M/WBEs?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Special Note:** The good faith efforts documentation is subject to an M/WBE audit. Upon request, you will be required to provide supporting documentation for the purpose of verifying your good faith efforts.
M/WBE Compliance Guidelines and Forms
To be completed by the Prime Vendor/Contractor
Letter of Intent to Perform/Contract as a Subcontractor

Section E. Intent to Perform/Contract as a Subcontractor. Complete a form for each minority or woman-owned subcontractor, which will be utilized in this bid/proposal. If necessary, make copies to list additional subcontractors/suppliers.

Pursuant to district policy (CH Local), only “certified” M/WBEs may be counted towards meeting the district’s M/WBE goal at the subcontracting level. Refer to page three (3) bullet four (4) of the M/WBE Compliance Guidelines and Forms for a listing of Lancaster ISD-recognized certifications.

Bid/Proposal #: ____________________ Bid/Proposal Title: ________________________________________________________________

1. Name of Offeror / Prime Contractor ________________________________________________________________
   Address, City, State & Zip _____________________________

SUBCONTRACTOR INFORMATION:

2. The undersigned has been certified by a Lancaster ISD recognized certification agency
   Name of Agency: __________________ Certification Number: ____________ Ethnicity/Gender: __________________________

3. The undersigned is prepared to perform the following described work/service and/or supply the material listed in connection with the above project
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

   and at the following price $ ____________________________
   _______________________________________________________________

   By: ____________________________________________________________
   ________________________________________________________________

   (Name of the M/WBE Firm) ____________________ (Signature of Owner, President or Authorized Agent) _____________
   ________________________________________________________________

   (Phone) ____________________ (Print or Type – Name of Owner, President or Authorized Agent of M/WBE Firm) _____________

DECLARATION OF PRIME CONTRACTOR:

I _____________________________ HERBY DECLARE AND AFFIRM that I am the _____________________________
   (Title of Declarant) _____________________________ (Name of Declarant) ________________

   and a duly authorized representative of _____________________________ (Name of Prime Contractor)

   to make this declaration that I have personally reviewed the material and facts set forth in this Letter of Intent to Perform/Contract as a Subcontractor form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true. The owner, president or authorized agent of the M/WBE firm signed this form and no material facts have been omitted.

The prime contractor has designated the following person as their M/WBE Liaison Officer:

   ________________________________________________________________
   ________________________________________________________________

   (Name of M/WBE Liaison Officer) ____________________ (Phone) ____________________

   Caution: Any false statements or misrepresentations regarding information submitted on this form may be a criminal offence in violation of Section 37.10 of the Texas Penal Code.

   ________________________________________________________________
   ________________________________________________________________

   (Name of Declarant) ____________________ (Phone) ____________________

   Phone Number: ____________________ Date: ____________________

   (Signature of Declarant) ____________________ (Date) ____________________
M/WBE Compliance Guidelines and Forms
To be completed by the Prime Vendor/Contractor

Sections (F through I) should be completed for Request for Proposals (RFP), Request for Qualifications (RFQ) and all construction procurement solicitations.

### Section F. Workforce Composition

<table>
<thead>
<tr>
<th>EMPLOYEE CATEGORY</th>
<th>TOTAL EMPLOYEES</th>
<th>NON MINORITY</th>
<th>AFRICAN AMERICAN</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN</th>
</tr>
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<tbody>
<tr>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
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<tr>
<td>Executive &amp; Managerial</td>
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<tr>
<td>Technical &amp; Skilled</td>
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<tr>
<td>Office &amp; Clerical</td>
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<td>TOTAL</td>
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</table>

### Section G. Does Your Company Have A Written Affirmative Action Plan or Supplier Diversity Initiative?

- **Yes**: My company has a written Affirmative Action Plan or Supplier Diversity Initiative, which is included within this proposal.
- **No**: My company does not have a written Affirmative Action Plan or Supplier Diversity Initiative.

### Section H. Historical M/WBE Utilization

List M/WBE Subcontractors that were utilized on previous Lancaster ISD projects. If no Lancaster ISD experience, please list similar projects.

<table>
<thead>
<tr>
<th>Name of Project</th>
<th>M/WBE Subcontractor/Supplier or Joint Venture Partner</th>
<th>M/WBE Contact Person &amp; Phone Number</th>
<th>Amount or % of Bid</th>
</tr>
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### Section I.

1. **Does Your Company Currently Participate in a Joint Venture Agreement with a Certified M/WBE for this Proposal?**
   - **Yes**
   - **No**

2. **Does Your Company Currently Participate in a Mentor Protégé Plan?**
   - **Yes**
   - **No**

3. **Will Your Company Voluntarily Participate in the District’s Mentor Protégé Program?**
   - **Yes**
   - **No**

Please provide responses below to support answers provided in Section I.

- **Yes**: My company has attached a notarized Joint Venture Agreement.
- **No**: My company has not attached a notarized Joint Venture Agreement.
- **Yes**: My company has attached a current Mentor Protégé Plan.
- **No**: My company has not attached a current Mentor Protégé Plan.
LANCASTER INDEPENDENT SCHOOL DISTRICT
CERTIFICATE OF NON-DISCRIMINATION

In connection with the execution of this or any resulting Contract, the Vendor shall fully comply with the District non-discrimination requirement cited below.

"The Lancaster Independent School District does not discriminate on the basis of sex, disability, race, religion, color, age, gender, sexual orientation, and/or national origin in the educational programs or activities which it operates, and it is required by Title IX, Section 504, Title VII, and the Americans with Disabilities Act not to discriminate in such a manner. This policy not to discriminate extends to employment in and admission to such programs and activities."

Submittal to District of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

By the signing of this Certificate, the Vendor signifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this or any proposed Contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it obtained identical certifications from proposed consultants for specific time period) it will obtain identical certification from proposed Subcontractors prior to the award of a Contract exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): Notice to Prospective Subcontractors of requirement for certification of non-segregated facilities. A certification of non-segregated facilities, as required by the May 19, 1967 Order (32 FR. 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.11.”

By: 

Signature:

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR) (CONTRACTOR REPRESENTATIVE SIGNATURE)

Date: 

Contractor:

LANCASTER ISD PURCHASING

RETURN THIS SIGNED CERTIFICATE WITH STATEMENT OF QUALIFICATION OR PROPOSAL
NOTIFICATION OF HAZARDOUS MATERIALS

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority on this day personally appeared___________, known to me to be the person whose name is subscribed below, who, on oath stated:

“As the appropriate official of the company, contractor, or subcontractor submitting this affidavit in conjunction with a bid submitted to the Lancaster Independent School District, I acknowledge that this company, contractor, or subcontractor has been notified that copies of the Asbestos Hazard Emergency Response Act (AHERA) for the school(s) where such company, contractor or subcontractor has contracted to perform work are available at the Service Center at the Lancaster Independent School District, 1003 N. Dallas Avenue, Lancaster, Texas. I understand that it is our responsibility to familiarize ourselves with such plans and that it is our responsibility to inform every worker that we use on this project as to the availability of these plans.

We also acknowledge that we will be required to obtain written clearance from the Lancaster Independent School District, Maintenance Department, prior to executing any work on this project.”

Name of Company
Signature
Name
Title

STATE OF TEXAS
COUNTY OF DALLAS

Sworn to and subscribed before me at Lancaster, Texas this the___________day of______________________, 20__________, A.D.

Notary Public in and for Dallas County, Texas

LANCASTER ISD PURCHASING

RETURN THIS SIGNED CERTIFICATE WITH STATEMENT OF QUALIFICATION OR PROPOSAL
NOTICE TO BIDDER: This document must be signed in order to be deemed eligible for award. Please submit this document with your bid submittal. Offeror’s signature affirms compliance with the following:

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

   (a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror’s knowledge and belief, that it and its principals:

   (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;

   (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and

   (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

   (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

   (c) For any subcontract at any tier expected to equal or exceed $25,000:

      (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, 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.

(2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

(a) Offeror must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

(b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror 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 Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror 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 Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a “location where students are regularly present.” Offeror’s violation of this section shall constitute a substantial failure.

(c) If the Offeror 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.

LANCASTER ISD PURCHASING

RETURN THIS SIGNED CERTIFICATE WITH STATEMENT OF QUALIFICATION OR PROPOSAL
Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK.

SIGNATURE OF OFFEROR: __________________________ DATE: ______________

PRINTED/TYPED NAME OF OFFEROR: ______________________________________

COMPANY NAME: __________________________________________ TEL#: __________
DRAFT SCHEDULE ISSUED

A draft schedule of phases and projects for the 2015 Bond Program is attached. The District is issuing this document to allow for review of the program scale and duration.

The District reserves the right to add, modify, delete or otherwise change this schedule, and may do so with or without notice.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design - West Main ES &amp; Pleasant Run ES</td>
<td>Mon 7/6/15</td>
<td>Wed 1/27/16</td>
</tr>
<tr>
<td>Pre-Construction</td>
<td>Mon 1/11/16</td>
<td>Tue 3/29/16</td>
</tr>
<tr>
<td>Construction</td>
<td>Wed 3/23/16</td>
<td>Fri 8/4/17</td>
</tr>
</tbody>
</table>
ATTACHMENT A

AGREEMENT

The Form of Agreement Follows.

A. The Agreement will be substantially in this format that follows this page, with minor additions or revisions as required by the School Attorney or Purchasing Department to be specific to this project and the Response or Bid Form submitted, and incorporating negotiations pursuant to Texas Education Code Chapter 44 and/or the Professional Services Procurement Act where applicable.

B. The Agreement may be structured to allow task specific assignments by specific amendment or modification. Such modification or amendment will be consistent with the terms and conditions herein, and be a lump sum cost or other mutually acceptable method. Further modifications may be necessary to address Owner's operating fund requirements which will not be more restrictive than those listed herein.

C. **ALTERNATE OPTION:** The terms and conditions contained in the attached Agreement or, in the sole discretion of Owner, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFQ. If Consultant takes exception to any terms or conditions set forth in the Agreement, Consultant will provide a list of the exceptions as part of its submission of qualification of this RFQ. Consultant’s exceptions will be reviewed by District and may result in disqualification of Consultant’s statement of qualification as non-responsive to this RFQ. If Professional’s exceptions do not result in disqualification of Consultant’s statement of qualification then the District may consider Consultant’s exceptions when the District evaluates Professional’s submission of qualification.

LANCASTER INDEPENDENT SCHOOL DISTRICT
RFQ FOR INSPECTION, MATERIALS TESTING, AND VERIFICATION SERVICES
LANCASTER INDEPENDENT SCHOOL DISTRICT

THE AGREEMENT

FOR

[ General Description of Work and Site Locations ]

WITH

[ Legal Name of Consultant ]

AWARDED BY BOARD DOCUMENT NO. [ Include From Awarding Document To Consultant ]

The Agreement Follows:

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE THEREOF, IS SUBJECT TO ARBITRATION.
Table of Contents

1. Scope of Work
2. The Project
3. Time for Commencement and Completion
4. Consultant's Duties and Representations
5. The Contract Sum
6. Payment Terms
7. Ownership and Use of Documents
8. Default and Termination
9. INDEMNIFICATION
10. Independent Contractor
11. Insurance
12. Miscellaneous
   a. Assignment
   b. Family Code Child Support Certification
   c. Certain Bids and Contracts Prohibited
   d. Loss of Funding and Commitment of Current Revenue
   e. Entire Agreement; Modifications
   f. Captions
   g. Governing Law and Venue
   h. Waivers
   i. Proprietary Interests
   j. Binding Effect
   k. Appointment
   l. Records
   m. Notices
   n. Severability
   o. Enforcement
   p. Nondiscriminatory Employment
   q. Program Manager
   r. Responsibilities of Separate General Construction Contractor
   s. Conflict of Interest:
   t. Business Ethics:
   u. Sub-Consultant Contracts:
13. Additional Services:
15. Felony Conviction Notice, Criminal Background Check, and Identification Badge
16. M/WBE Plan
17. Agreement
18. Claims and Disputes
19. Independent Contractor Status of Consultant and Conduct

Exhibit A    Services and Personnel To Be Provided By Consultant
Exhibit B    Schedule
Exhibit C    Payment for Services
Exhibit D    Insurance for Contracts
             Required Risk Management Review Document
Exhibit E    M/WBE Plan
Exhibit F    Form of Monthly Certification
Exhibit G    Additional Services Proposal Form
LANCASTER INDEPENDENT SCHOOL
DISTRICT

PROFESSIONAL SERVICES CONTRACT

This Agreement between Lancaster Independent School District (“Owner” or “District”), a local political subdivision of the state of Texas and [insert legal name of Consultant] (“Consultant”) is made and entered into as of [insert date].

RECITALS:

Whereas, District desires to retain a person or firm to provide the following services:

[Insert description of what is needed and what is to be done, in general terms. Include Consultant’s procurement RFQ or RFP and board approval number; also include locations, if site specific]; and

Whereas, Consultant warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by the District, the parties agree to the following:

1. **Scope of Work.**

   a. The scope of the work (“Work”), and the time for performance, is set forth in Exhibit A attached hereto and made a part hereof for all purposes.

   b. Upon execution of this Agreement, all services previously performed by Consultant on behalf of District and included in the description of the Work, shall become a part of the Work and shall be subject to the terms and conditions hereof.

   c. Consultant shall obtain all approvals and make payment for any and all permits that are necessary for the performance of the Work.

   d. If the Work includes providing any designs, drawings, specifications or information of any kind (“Work Product”) for the use of others in the construction, manufacture, fabrication, installation, or purchase of any items described by the Work Product, then Consultant and District shall mutually agree on a cost for such items (“Budget”) prior to the commencement of the Work if such items are not included in the Consultant’s Fee. The performance of the Work by Consultant shall be responsive to and in conformance with the Budget. If the costs, as bid or negotiated, exceed the Budget, District shall have the option to:

      (1) authorize an increase in the Budget;
      (2) authorize rebidding or negotiation;
      (3) authorize revisions to the Work Product at no additional cost to District.

   e. If option (3) is chosen, Consultant will, without additional compensation and in a prompt and timely manner, revise its Work Product to achieve a cost that is within the Budget. The foregoing shall be in addition to, and not in lieu of, any remedies that District may have at law or in equity.
f. District shall provide Consultant with a program of its requirements for the Work or for work by others which utilizes Consultant's Work Product ("Program"). The Program may be a series of documents or other communications. Consultant shall, at all times, conform its Work to the requirements of the Program and to the requirements of District.

2. The Project.

The Work as described in Exhibit A, shall be provided in preparation for, and production of, [insert name of services or short, specific description], and other related necessary and appropriate services, and which must be coordinated with any separate contractors or consultants furnished by the District (the “Project”).

3. Time for Commencement and Completion.

It is understood that time is of the essence of this Agreement and that Consultant shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Consultant's business or profession. Work is to commence as set forth in Exhibit B ("Schedule") attached hereto, and shall be substantially complete as setforth in Exhibit B "Schedule" attached hereto.


a. Notwithstanding anything to the contrary contained in this Agreement, District and Consultant agree and acknowledge that District is entering into this Agreement in reliance on Consultant's special and unique abilities with respect to performing the Work, and Consultant's special and unique abilities with respect to [insert type of services provided]. The Consultant accepts the relationship of trust and confidence established between it and the District by this Agreement. Consultant covenants with District to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of District in accordance with District’s requirements and procedures, in accordance with the highest standards of Consultant’s profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Consultant warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.

b. The Consultant warrants, represents, covenants, and agrees that all of the Work to be performed by the Consultant under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving a project such as the Project.

c. Consultant warrants, represents, covenants, and agrees that the Work will be accurate and free from any material errors. The Consultant's duties as set forth herein shall at no time be in any way diminished by reason of any approval of the Work by the District nor shall the Consultant be released from any liability by reason of such approval by the District, it being understood that the District at all times is ultimately relying upon the Consultant's skill and knowledge in performing the Work.

d. The Consultant warrants, represents, covenants, and agrees that all persons connected with the Consultant directly in charge of the Work are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

e. The Consultant warrants, represents, covenants, and agrees to call to District's attention anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultant (by the District or any other party) which it regards in its opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such document or data is furnished. Nothing shall excuse or detract from the Consultant's responsibilities or obligations hereunder in a case where such document or data is furnished unless the Consultant advises District in writing that in its opinion such document or data and any requests made...
therein for action are unsuitable, improper, or inaccurate and District confirms in writing that it wishes the Consultant to proceed in accordance with the data as originally given.

f. The Consultant warrants, represents, covenants, and agrees to furnish efficient business administration and perform the Work in the most expeditious and economical manner consistent with the interests of District.

g. The Consultant warrants, represents, covenants, and agrees that it shall, at its own cost, make good any defects in the Work as soon as the Consultant becomes aware of such defects or is notified of such defects. Should the Consultant refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then the District shall be entitled to make good such defective Work at the expense of the Consultant. This commitment by Consultant is in addition to, and not in substitution for, any other remedy for defective Work which the District may have at law or in equity.

h. Consultant warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Consultant has been duly authorized to act for and bind Consultant; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Consultant has been duly authorized to act for and bind Consultant.

i. Neither the execution and delivery of this Agreement by Consultant nor the performance of its obligation hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Consultant is bound, or any agreement by which Consultant is bound or to the best of the Consultant's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Consultant.

j. Except for the obligation of District to pay Consultant certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Consultant or to anyone claiming through or under Consultant by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Consultant for payment pursuant to this agreement, no present or future partner or affiliate of District or any agent, officer, director, employee, or trustee of the District, or anyone claiming under District has or shall have any personal liability to Consultant or to anyone claiming through or under Consultant by reason of the execution or performance of this Agreement.

5. **The Contract Sum.**

   a. The District shall pay Consultant in current funds for the performance of the Work as set forth in Exhibit C.

   b. The Contract Sum includes any applicable Federal, State or Local Sales or use tax payable on this transaction.

6. **Payment Terms.**

   a. Monthly Progress Payments: Prior to ten (10) days before the end of each calendar month during the term of this Agreement, Consultant shall submit to the District an application for payment covering the services performed to that date, in accordance with Exhibit C, which application shall be accompanied by lien waivers and other forms, statements, invoices, and payroll reports that District may reasonably require to support the amount requested and to be submitted. The Consultant will also complete the Monthly Certification Form in accordance with Exhibit F. The District will, within thirty (30) days from the date it receives such application and supporting documentation for payment,
approve or disapprove the amount reflected in such application and if District approves such amount or any portion of such amount, it shall promptly pay to Consultant the amount so approved ("Progress Payment"), provided Consultant is not in breach of or in default under this Agreement. If District disapproves any amount requested by Consultant, District shall give Consultant specific reasons for its disapproval in writing.

b. The cumulative amounts of monthly progress payments as set forth in this Article ("Progress Payment") shall not exceed the amounts listed in Exhibit C.

c. Ten (10) days after final completion of the Work and acceptance thereof by District or as soon thereafter as possible, Consultant shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Consultant and upon approval thereof by District, District shall pay to Consultant the amount due ("Final Payment") under such Final Request.

d. Absent any provision to the contrary, District shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Consultant hereunder if any one or more of the following conditions precedent exist:

(1) Consultant is in breach or default under this Agreement;

(2) Any part of such payment is attributable to Work which is not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with this Agreement;

(3) Consultant has failed to make payments promptly to its sub-consultants or subcontractors or other third parties used in connection with the Work for which District has made payment to Consultant; or

(4) If District, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work in accordance with this Agreement, no additional payments will be due Consultant hereunder unless and until Consultant, at its sole cost, performs a sufficient portion of the Work so that such portion of the compensation then remaining unpaid is determined by District to be sufficient to so complete the Work.

e. No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Work to which such partial payment relates nor shall it relieve Consultant of any of its obligations hereunder with respect thereto.

f. Consultant shall promptly pay all bills for labor and/or material performed and furnished by others in connection with the performance of the Work.

g. Consultant 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 contract. In addition, Consultant shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least four years from the completion of this contract. Consultant will permit District to audit all books, accounts or record relating to this contract or all books, accounts or record of any business entities controlled by Consultant that participated in this contract in any way. Any audit may be conducted on Consultant’s premises or, at District’s option; another location. Consultant shall provide all books and records within fifteen (15) days upon receipt of written notice from District. Consultant shall refund any monies erroneously paid to the Consultant or charged to the District. If District ascertains that it has been billed erroneously by Consultant for an amount equaling 5% or more of the contract amount, Consultant shall be liable for the costs of the audit in addition to any other penalty to be imposed.
h. The acceptance of Final Payment shall constitute a waiver of all claims by the Consultant except those previously made in writing and identified by the Consultant as unsettled at the time of the Final Request for payment.

i. District shall have the right to verify the details set forth in Consultant's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Consultant at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Consultant's business employees; (4) visiting any place where performance of all or portion of the Project occurs; and (5) other reasonable action.

j. In the event a federal grant or other federal financing participates in the funding of this Project, the Consultant shall permit access to and grant any federal representatives the right to examine his books covering his work under this Agreement. The Consultant shall comply with federal requirements as they relate to this Project.

k. For purposes of Texas Government Code §§ 2251.021(a)(1) and 2251.021(a)(2), the date the performance of service is completed, and the date goods are received, is the date when the District's representative approves the invoice.

7. Ownership and Use of Documents.
   a. All drawings, specifications, computations, sketches, data, photographs, tapes, renderings, models, publications, and other materials particular to the Work prepared by Consultant or Consultant's subconsultants and subcontractors ("Work Material"), are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.
   
b. Except for such Work Material which is intended to be made public as part of the Project, Consultant shall treat all such Work Material as confidential, and Consultant shall neither use any such Work Material or copies thereof on other work nor disclose such material or information to any other party without District's prior written approval.

8. Default and Termination.
   a. In the event of substantial failure by a party hereunder to perform in accordance with the terms herein, the other party may terminate this Agreement upon fifteen (15) days’ written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen day period.
   
b. District may, without cause, terminate this Agreement at any time upon giving seven (7) days’ advance notice to the Consultant. Upon termination pursuant to this paragraph, the Consultant shall be entitled to payment of such amount as shall compensate Consultant for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Consultant shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Consultant shall have delivered to District all reports, documents and other materials prepared by Consultant prior to termination. District shall not be required to reimburse Consultant for any services performed or expenses incurred after the date of the termination notice.
   
c. A termination under sections a and b above shall not relieve the Consultant or any of its employees of liability for violations of this Agreement or any other act or omission of the Consultant and the provisions of Paragraphs 6.h., 9, and 12.i. shall survive the termination of this Agreement. In the event of a termination under sections a and b above, Consultant hereby consents to employment by District of a substitute Consultant to complete the Work under this Agreement, with the substitute Consultant having all rights and privileges of the original Consultant of the Project. If Consultant is terminated pursuant to Section a above, and the cost to complete the Work exceeds the remaining balance of Consultant's fee, then Consultant shall be liable to District and shall reimburse District on demand for the amount of such excess.
d. As of the date of termination of this Agreement, Consultant shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Consultant in connection with its responsibilities hereunder. District shall have the right to use the ideas and designs therein contained for the completion of the work hereunder or otherwise. In the event of termination of this Agreement or upon completion of the work hereunder, the District may, at all times, retain the originals of all such lists, publications, data, drawings, originals of renderings, special art work, or models. All such lists, publications, data, drawings, plans, specifications, renderings and models, etc. are the property of the District as described in Section 12.i hereof. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.

e. If Consultant fails to cure any default hereunder within fifteen (15) days after receiving written notice of such default, District shall be entitled, but shall not be obligated, to cure any such default and shall have the right to offset against all amounts due to Consultant hereunder, any and all reasonable expenses incurred in connection with such curative actions.

9. **Indemnification.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONSULTANT SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONSULTANTS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, THE ARCHITECTS, ENGINEERS, AND THE PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE CONSULTANT, ANY SUBCONTRACTOR, SUB-CONSULTANT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OR FAILURE BY THE CONSULTANT TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING CONSULTANT OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONSULTANT TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY CONSULTANT, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

CONSULTANT SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONSULTANT, OR BY DISTRICT AT THE DIRECTION OF CONSULTANT, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT
UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY CONSULTANT AND CONSULTANT SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONSULTANT DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT’S OR ARCHITECT’S OR ENGINEER’S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH CONSULTANT AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

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

It is understood and agreed that this Article is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec 130.001 to 130.005, as amended.

The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

10. **Independent Contractor**

Consultant recognizes that it is engaged as an independent contractor and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Consultant, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of District, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Consultant hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

11. **Insurance**

a. Consultant, consistent with its status as an independent contractor, shall carry at least the following insurance in such form, in such companies and in such amounts, unless otherwise specified, as District may require. Such insurance is listed in Exhibit D.

b. The Consultant shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Consultant.

c. A Certificate of Insurance indicating the expiration date, and existence, of the Consultant’s professional liability insurance is required prior to commencement or continuation of performance of the services under this Agreement. Each request for payment by the Consultant shall include the expiration date of the insurance.

d. Consultant shall deliver to District:

(1) Certificates evidencing the existence of all such insurance within ten calendar days after the execution of the agreement and prior to the performance or additional performance of any services to be performed by Consultant hereunder from or after the date of this Agreement. Should the Consultant fail to deliver to the District these certificates in the form and in the
12. **Miscellaneous.**

a. **Assignment.** This Agreement is a personal service contract for the services of Consultant, and Consultant's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by District. The Consultant shall not subcontract any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein.

b. **Family Code Child Support Certification.** By signing this Agreement, the undersigned certifies as follows: “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

c. **Certain Bids and Contracts Prohibited.** By signing this Agreement, the undersigned certifies as follows: “Under Section 2155.004, Texas Government Code, the Consultant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

d. **Loss of Funding and Commitment of Current Revenue:** [ Not Used ] [ or, used for Operating Fund budgets only ]

   [ Remove text below for Bond funded work ]

   [ Termination of the Agreement under this paragraph is to be considered Termination For Non-Appropriation of Funds. ]

   [ District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Consultant as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Consultant will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges. ]
e. **Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Consultant and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Consultant.

f. **Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

g. **Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.

h. **Waivers.** No delay or omission by either of the parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

i. **Proprietary Interests.** With the exception of prior copyrighted or trademarked materials of the Consultant, Consultant agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, whether or not any of the same is accepted or rejected by District, shall remain the property of District and shall not be used or published by Consultant or any other party without the express prior consent of District. In implementation of the foregoing, Consultant hereby grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with District in any steps District may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed or used by District which is communicated to, learned, developed or otherwise acquired by Consultant in the performance of consulting services for District, which is not generally known to the public, shall be confidential and Consultant shall not, beginning on the date of first association or communication between District and Consultant and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Consultant’s own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Consultant shall not make any press releases, public statements, or advertisements referring to the Project or the engagement of Consultant as an independent contractor of District in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of District. Consultant shall obtain assurances similar to those contained in this Subparagraph from persons, contractors, and subcontractors retained by Consultant. Consultant acknowledges and agrees that a breach by Consultant of the provisions hereof will cause District irreparable injury and damage. Consultant, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

j. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

k. **Appointment.** District hereby expressly reserves the right from time to time to designate by notice to Consultant a representative to act partially or wholly for District in connection with the performance of District’s obligations hereunder. Consultant shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

l. **Records.** Records of Consultant’s costs, reimbursable expenses pertaining to the Project and payments shall be made available to District or its authorized representative during business hours and shall be
retained for three years after final Payment or abandonment of the Project, unless District otherwise instructs Consultant in writing.

m. Notices: All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(1) If to District:  
[ Name of District Officer ]  
Lancaster Independent School  
District [ Street Address ] Box [ # ]  
[ City, State Zip ]

With Copies to:  
[ Name of District Officer ]  
Lancaster Independent School  
District [ Street Address ] Box [ # ]  
[ City, State Zip ]

(2) If to Consultant:  
[ Name of Consultant ]  
[ Consultant Company Name ]  
[ Street Address ]  
[ City, State Zip ]

(3) or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

n. Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

o. Enforcement. It is acknowledged and agreed that Consultant's services to District are unique, which gives Consultant a peculiar value to District and for the loss of which District cannot be reasonably or adequately compensated in damages; accordingly, Consultant acknowledges and agrees that a breach by Consultant of the provisions hereof will cause District irreparable injury and damage. Consultant, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if District is not in breach of this Agreement.

p. Nondiscriminatory Employment:

In connection with the execution of this Contract, the Consultant shall fully comply with the District's non-discrimination requirement cited below.

“The Lancaster Independent School District (District), as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended,
as well as Board policy not to discriminate in such a manner. (Not all prohibited bases apply to all programs.)"

Submittal to District of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

Sexual harassment of employees or students of the District by Consultant’s employees or agents is strictly forbidden. Any employee or agent of the Consultant who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Consultant, including dismissal.

q. Program Manager: The District may contract separately with a Program Manager for this Project who shall assume certain activities and responsibilities attributed to the District in this Agreement. The Consultant agrees to cooperate and provide services in conjunction with Program Manager, as directed by the District.

r. Responsibilities of Separate General Construction Contractor: The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project for the acts or omissions of the general contractor or subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

s. Conflict of Interest: The Consultant or any agent of the Consultant having common ownership with a firm providing architectural, engineering, management, or other design related services on, or the construction of, the Project shall, unless otherwise agreed by the Owner, be prohibited from providing services for the Agreement. No employee of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

t. Business Ethics:

(1) During the course of pursuing contracts, and the course of Contract performance, Consultant and its subcontractors and vendors will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or consultants of the District, or to any of their family members. At any time Consultant believes there may have been a violation of this obligation, Consultant shall notify the District of the possible violation. The District is entitled to request a representation letter from Consultant, its subcontractors or vendors at any time to disclose all things of value passing from Consultant, its subcontractors or vendors to District’s personnel, its trustees, officers, agents, or consultants.

(2) The District may, by written notice to the Consultant, cancel the Agreement without liability to the Consultant if it is deemed by the District that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Consultant, or any agent, or representative of the Consultant, to any officer or employee or agent of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Agreement is cancelled by the District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.

u. Sub-Consultant Contracts: The Consultant shall contract with each of its sub-consultants, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement.
13. **Additional Services and Amendments:**

a. **Amendments:** A form of amendment to the Agreement is attached. The description of Work to be performed, Budget (if applicable), Schedule, Contract Sum, and other details shall be provided in a completed Amendment, which on execution by the Consultant, shall modify the Agreement.

b. **Additional Service Proposal:** From time to time District may request that Consultant perform services in addition to those Services required or reasonably inferable herein (such services in addition are hereinafter called “Additional Services”). Each time that Consultant is requested to perform Additional Services, and prior to performing such Additional Services, Consultant shall complete and forward to District for acceptance by District an Additional Services Proposal in the form of Exhibit G attached hereto, which shall describe in detail the nature or scope of the Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Consultant is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Services. Consultant shall proceed only after written acceptance by District of the Additional Services Requisition and written approval from District to proceed, as described in 13 a, with an Authorized Transaction.

c. If District concludes that all or part of the services described in the Additional Services Requisition are Services already required to be performed by Consultant pursuant to this Agreement or are reasonably inferable therefrom, then District shall notify Consultant of District's determination and District and Consultant shall attempt, in good faith, to resolve by negotiation their differences. If within seven (7) business days District and Consultant are unable to resolve their differences, then Consultant shall nevertheless perform the services requested by District as if the services were Services required to be performed pursuant to this Agreement, without prejudice, however, to Consultant's right to pursue a claim for compensation for such disputed services.

d. Upon acceptance by District, each Additional Services Requisition and the services performed by Consultant pursuant to such Additional Services Requisition shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a required Service at the original execution of this Agreement.

e. Consultant shall not be entitled to any increase in the Contract Sum because of Schedule extensions or delays, or changes in the scope of the proposed Project, unless such extensions, delays, or changes are material and significant, as determined by District at its reasonable discretion.

14. **Sales Tax Exemption.**

a. The Consultant shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Dallas or other municipality having jurisdiction, and shall pay all taxes for which the Consultant may be held liable as a consumer or user of goods, or otherwise without addition to the contract price. The Consultant shall pay all sales, consumer, use and other similar taxes required by law.

b. The Lancaster Independent School District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Consultant may provide an exemption certificate in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Agreement, as well as all materials, supplies, equipment, another tangible personal property used or consumed by the Consultant in performing this Agreement with the Lancaster Independent School District. The Consultant may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said
sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

c. Title to all items purchased under a resale certificate shall vest in the Lancaster Independent School District at the time of initial possession by the Consultant and shall only be used in performance of this Agreement. Consultant shall cause such items to promptly be marked, labeled, or otherwise physically labeled as District's property. Consultant shall cause items purchased under a resale certificate to send the receiving ticket to the District to be added to inventory before use by the Consultant. Any tangible personal property purchased under a resale certificate as described above and not fully used up in the performance of the Agreement shall remain with the District.

15. **Felony Conviction Notice, Criminal Background Check and Identification Badge**

a. **Felony Conviction Notice:** Consultant shall certify compliance with Texas Education Code 22.0834 and Education Commissioner’s rules regarding criminal history record review for all employees, applicants for employment, agents or subcontractors of the Consultant. Additionally, Consultant must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate this Agreement pursuant to Article 8 Termination if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

b. **Criminal Background Check and Identification Badge:** Consultant will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Consultant 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 Consultant shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Consultant 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 District property or other location where students are regularly present. District shall be the final decider of what constitutes a “location where students are regularly present.” Consultant's violation of this section shall constitute a substantial failure under Article 8 Termination.

c. If the Consultant 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.

16. **M/WBE Plan**

a. Consultant, if subcontracting portions of the work, agrees to allocate work to subconsultants or subcontractors which are historically underutilized businesses in accordance with the Minority and Women Owned Business Enterprise (M/WBE) forms and guidelines (“M/WBE Plan”) attached hereto as Exhibit E. No changes to the M/WBE Plan may be made unless approved in writing by the District. The Consultant, prior to the execution of this contract, shall report their M/WBE participation goal as a percent of the Contract Sum. During the performance of all Work under this Agreement, the Consultant and its agents shall comply with all M/WBE policies of the District. The information shall be identified per firm, discipline and participation. While this Agreement is in effect and until the expiration of one year after final completion, the District may require information from the Consultant, and may conduct audits, to assure that the Plan is being, and was, followed. With each Consultant’s application for payment, the Consultant shall report their updated M/WBE Plan and actual M/WBE participation information.

b. Should Consultant propose the deletion of a M/WBE classified/certified subcontractor from its employ, the Consultant shall substitute a subcontractor of like classification/certification, and if Consultant is unable to substitute a subcontractor of like classification, Consultant shall provide
District with documentation of its best efforts to acquire the services of an M/WBE replacement firm.

17. Agreement
   a. The Agreement between the Parties consists of this Agreement, Exhibit A Services And Personnel To Be Provided By Consultant, Exhibit B Schedule, Exhibit C Payment For Services, Exhibit D Insurance For Contracts, Exhibit E MWBE Plan, Exhibit F Form of Monthly Certification, Exhibit G Additional Services Proposal Form, the Authorized Transaction documentation, the Purchase Order (including the reverse side), and if utilized in obtaining the services herein described, procurement documents; all attached hereto and incorporated here by reference.
   b. This Agreement supersedes all prior agreements, written or oral, between Consultant and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by District and Consultant.
   c. In the event of conflict, the following order of precedence shall be followed.
      - Approved Modifications to the Agreement, i.e. written Amendments
      - Agreement and Exhibits
      - Procurement Documents
      - Authorized Transaction documentation
      - Purchase order

18. Claims and Disputes
   a. Definition. A Claim is any demand or assertion by the Consultant that it should be paid more money than the agreed Compensation for Basic or Additional Services but not limited to, any demand of assertion that Consultant’s performance has been delayed, interrupted or interfered with, that Consultant’s performance has been accelerated, constructively accelerated, or suspended, that Consultant’s performance has been wrongfully terminated, that there has been a failure of payment, that Consultant has encountered concealed or unknown conditions, that Consultant has encountered hazardous materials, that actions or omissions of the Owner have been wrongful related in any way to the Work, that there has been a breach of contract, or that Consultant is entitled to any other relief, on any legal or equitable theory, related to the Work or the Contract. This definition of Claim is not intended to create any right of action where the right of action does not otherwise exist under applicable law or other provisions of this Contract.
   b. Notice Requirement. Within fourteen (14) calendar days of the first occurrence of an event that A/E Firms(s) has any reason to believe might result in a Claim, or within fourteen (14) calendar days of Consultant’s discovery of the first occurrence of an event, that consultant has any reason to believe might result in a Claim if the first occurrence of the event was willfully hidden from the consultant, the consultant shall file a written document clearly captioned "Notice of Claim” with Owner and Program Manager. The Notice shall clearly set out the specific matter of complaint, and the impact or damages, which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, the Notice shall be amended at the earliest date this is reasonably possible. It is imperative that Owner have timely, specific Notice of any potential problem in order that the problem can be mitigated promptly.
   c. Claim. In addition to the Notice required by Subparagraph 18 b., the Consultant shall also file a document captioned "Claim” with the Owner and Program Manager within ninety (90) days of the occurrence of any event resulting in a Claim for damages, giving notice of the Claim, Consultant agrees that this is a reasonable Notice requirement. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section is waived.
d. **Procedure.** After receipt of a Notice of Claim, the Program Manager shall have fourteen (14) calendar days to render a decision, which shall be stated in writing and delivered to the Consultant, the Owner and the Program Manager via facsimile, regular mail or hand delivery. If the Program Manager fails to render a decision in writing within the 14 days, the claim shall be deemed accepted. Within five (5) calendar days of receipt of the Program Manager’s written decision, Consultant may file a written appeal of the decision to the Owner. The Owner shall have ten (10) calendar days to render a decision, which shall be stated in writing and delivered to the Consultant and Program Manager via facsimile, regular mail or hand delivery. If the Owner fails to render a decision in writing within the 10 days, the claim shall be deemed accepted. Within five (5) calendar days of receipt of the Owner’s written decision, Consultant may file a written appeal of the decision with the Executive Director of Construction Services. Within fourteen (14) calendar days of the receipt of an appeal, District staff will review and submit a written decision. The filing, or rejection of a Claim does not entitle Consultant to stop performance of the Work. The Consultant shall proceed diligently with performance of the Contract during the pendency of any Claim, excepting termination or under Owner’s direction to stop the Work. Any Claim that would require expenditure in excess of $10,000, or that would require a contract amendment, must be reviewed by the Program Manager and the Appeals Board using the appeals process described in this section. If resolution of the claim is not achieved, then the parties will proceed with procedures set out in 18 f. Pre-Litigation Mediation.

e. **Claims Handling Following Construction.** The acceptance of final payment shall constitute a waiver of Claims by the Consultant, known or which could have been known through the exercise of reasonable care, which have not previously been identified in a Notice of Claim under 18 b. and a Claim under 18 c. and specifically reserved in final payment.

f. **Pre-Litigation Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator’s fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Consultant. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this agreement without first submitting the Claim to Mediation.

g. **Calculating Claim Amount.** In calculating the amount of any Claim, the following standards will apply:

1. No indirect or consequential damages will be allowed;
2. No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned workload to actual workload, or any other analysis that is used to show damages indirectly;
3. Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
4. No damages will be allowed for home office overhead or other home office charges; and
5. No profit will be allowed on any claim; and
6. No Attorneys’ Fees.

h. **Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written Notice of such injury or damage, whether or not insured, shall be given to the other party as provided herein. The Notice shall provide sufficient detail to enable the other party to investigate the matter.

i. **Claims for Consequential Damages.** The Consultant and Owner waive Claims against each other for Consequential damages arising out of or relating to this Contract. This mutual waiver is
applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8. Nothing contained in this Subparagraph 18 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Contract Documents.

j. Texas Tort Claims Act. Owner does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Contract Documents or any action required of the Owner by the Contract Documents shall be interpreted to be such a waiver.

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.

18. **Independent Contractor Status of Consultant and Conduct**

a. Sexual harassment of employees of the Consultant or employees or students of Owner by employees of the Consultant is strictly forbidden. Any employee of the Consultant who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Consultant, including dismissal.

b. The Consultant shall be responsible to the Owner for acts and omissions of the Consultant's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Consultant or any of its Subcontractors. It is understood and agreed that the relationship of Consultant to Owner shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Consultant the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Consultant. Any direction or instruction by Owner or any of its authorized representatives in respect of the Project shall relate to the results the Owner desires to obtain from the Project, and shall in no way affect Consultant's independent contractor status described herein.

c. Consultant shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Consultant’s employees, subcontractors, and all other persons carrying out the Agreement. Consultant shall require all construction workers, whether Consultant's own forces or the forces of Consultant's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Consultant's forces, unless their work assignment specifies otherwise. Consultant shall also require adequate and appropriate dress and identification of Consultant's employees, subcontractors, and all other persons carrying out the Work. The Consultant shall further ensure that no on-site fraternization shall occur between personnel under the Consultant's and subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner' property and immediate removal from the site. Repeated termination of Consultant's or Consultant’s subcontractor’s forces, or one serious infraction, can result in the immediate termination of this Agreement by Owner.
Neither the execution of this Contract by the District nor any other conduct of any representative of the District relating to the Contract shall be considered a waiver of governmental immunities available to the District.

IN WITNESS WHEREOF, the parties hereunto have executed the Contract on the date first written.

Consultant:  

District:  
Lancaster Independent School District  
422 S. Centre Avenue  
Lancaster, Texas 75146

FOR THE CONSULTANT  

By:  

(PRINT NAME OF PERSON SIGNING FOR CONSULTANT)

Signature:

(CONSULTANT REPRESENTATIVE'S SIGNATURE)

Title:

(TITLE OF CONSULTANT'S REPRESENTATIVE)

Notary Public:
Consultant’s Attest:
Subscribed and sworn to before me this

________ day of ____________

By:

(SIGNATURE OF NOTARY PUBLIC)

(Notary Seal)

FOR THE DISTRICT  

By:  

(PRINT NAME OF REPRESENTATIVE)

Signature:

(DISTRICT REPRESENTATIVE'S SIGNATURE)

Title:

(TITLE OF DISTRICT REPRESENTATIVE)

School Attorney:
Approved as to form.

By:

(SIGNATURE OF SCHOOL ATTORNEY)
EXHIBIT A
SERVICES AND PERSONNEL TO BE PROVIDED
BY CONSULTANT

[ Provide detailed explanations of all services and deliverables to be received. ]
[ Include applicable completed sections from procurement documents, if used. ]
[ Provide names of personnel and resumes. ]
[ Include any other details relating to what is received or done or provided in this area ]
[ Or reference in Addendum assigning work ]
EXHIBIT B

SCHEDULE

[specify specific time deadlines for each phase of the work, if appropriate, and for the work as a whole]

[Provide detailed milestones and schedules of when deliverables are to be submitted and reviewed.]

[Include applicable review and comment times.]

[Provide names of personnel and resumes.]

[Include any other details relating to when services are performed]

[Or reference in Addendum assigning work]
EXHIBIT C
PAYMENT FOR SERVICES

Fee: [specify phased payments as appropriate. If fee is not a stipulated lump sum, include a guaranteed maximum or not to exceed amount.]

[ Or reference in Addendum assigning work ]

Compensation:

$ ____________________________
(Complete Numbers and Words)

Travel Expenses:

$ ____________________________
(Complete Numbers and Words)

Contract Sum: (Compensation + Travel Expenses)

$ ____________________________
(Complete Numbers and Words)

Travel Expenses:

Travel expenses that are reimbursable, if negotiated as part of the Agreement, are limited to those types, rates, and amounts permitted for District employees per LISD Board Policy or its successor policy, which will be provided upon request. Reimbursable travel is subject to approval and verification by the District. All Travel Expenses shall be itemized and invoiced separately to the District with supporting paperwork and receipts. Excess or non-eligible travel costs are not reimbursable and will be incurred by the Consultant as an overhead expense from any daily or hourly rate. Any and all travel expenses paid to the Consultant shall be included in the total payment to Consultant, unless otherwise specified.
This page intentionally left blank.
EXHIBIT D

INSURANCE REQUIREMENTS

**Class C** - Normal limits – moderate construction or service contracts from $25,001 to $100,000

Contract and insurance requirement:
- Hold Harmless Agreement
- Contractual Coverage
- Products and Completed Operations Coverage
- Waiver of Subrogation
- District named as additional insured on coverages, except as to professional liability and workers’ compensation.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Statutory Limits</th>
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</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000 per accident/$500,000 per person</td>
</tr>
</tbody>
</table>

General Liability
- Bodily Injury & Property Damage $500,000 combined single limits/
- Property Damage $1,000,000 aggregate

Automobile Liability
- Bodily Injury & Property Damage $250,000 per person/$500,000 per accident
- Property Damage $250,000

Professional Liability $1,000,000 per claim

Umbrella Policy $1,000,000 per occurrence $1,000,000 aggregate

**Class D** - High limits – large construction or service contracts above $100,000

Contract and insurance requirement:
- Hold Harmless Agreement
- Contractual Coverage
- Products and Completed Operations Coverage
- Waiver of Subrogation
- District named as additional insured on coverages, except as to professional liability and workers’ compensation.

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<td>$500,000 per accident/$500,000 per person</td>
</tr>
</tbody>
</table>

General Liability
- Bodily Injury & Property Damage $1,000,000 combined single limits/
- Property Damage $2,000,000 aggregate

Automobile Liability
- Bodily Injury & Property Damage $250,000 per person/$500,000 per accident
- Property Damage $250,000

Professional Liability $1,000,000 per claim
Umbrella Policy $1,000,000 per occurrence/ $1,000,000 aggregate

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specification, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A minus.
- Liability policies other than professional liability and workers’ compensation shall be endorsed to provide the following:
  1. Name as additional insured the District, its Officials, Agents, and Employees.
  2. That such insurance is primary to any other insurance available to the additional insured.
  3. All policies shall be endorsed to provide thirty (30) days prior written notice, voluntarily, or cancellation, non-renewal or reduction by endorsement.
  4. Should any of the required insurance be provided under a claims-made form, consultant shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of five years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
REQUIRED RISK MANAGEMENT REVIEW DOCUMENT

Review of Insurance Requirements for Contracts

Date: ________________
Vendor: ____________________________

Buyer: ____________________________ Fax #: ________________

Contract Amount: ________________
Description of Service to be Provided: ____________________________________________

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Approved</th>
<th>Disapproved</th>
</tr>
</thead>
<tbody>
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<td>Disapproved</td>
</tr>
<tr>
<td>Professional Error’s &amp; Omissions</td>
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<td>Disapproved</td>
</tr>
<tr>
<td>Umbrella Policy</td>
<td>Approved</td>
<td>Disapproved</td>
</tr>
<tr>
<td>Payment/Performance Bond</td>
<td>Approved</td>
<td>Disapproved</td>
</tr>
</tbody>
</table>

Reason(s) for disapproval: ____________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Completed by: ____________________________

Program Manager
jamesevans@lancasterisd.org

(Include signed form in agreement w/ insurance certificate)
EXHIBIT E
M/WBE PLAN

The Program Manager has reviewed the participation indicated in this Agreement, and will monitor the participation per District policy.

PROGRAM MANAGER

Date

[ Attach final signed forms after the review page ]

[ Initial forms submitted with procurement may be utilized ]
EXHIBIT F

FORM OF MONTHLY CERTIFICATION

________________________, 20_

________________________

________________________

________________________

Re: Agreement dated _______ and Amendment(s) # _______ (date) _______ (if applicable)

Please refer to the Agreement dated _______ , 20__ between THE LANCASTER INDEPENDENT SCHOOL DISTRICT ("District") and the undersigned ("Consultant") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Consultant is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

The Consultant, to the best of its actual knowledge and belief, based on the standard of care indicated in the Agreement, certify to the District that:

(a) With respect to the Project, including sub-projects, and except for certain claims set forth in the Consultant’s current pay application (a copy of such claims are attached hereto) or any other service provider’s current application for payment (a copy of such claims are attached hereto), Consultant has no knowledge of, and is not aware of any facts and circumstances relating to, any claims which have arisen against the District in connection with the Project.

(b) With respect to the Project, the Consultant has no knowledge of, and is not aware of any facts or circumstances relating to, any failure by the Consultant or service providers to disburse to applicable subcontractors or subconsultants all amounts due and payable for labor, materials, services and equipment furnished in connection with the Project. To the Consultant’s best knowledge, information and belief, Consultant and Service Provider have disbursed to all applicable subconsultants and subcontractors all amounts due and payable for all labor, services, materials and equipment furnished in connection with the Project.

(c) With respect to the Project, to the Consultant’s best knowledge, information and belief, the Project and the work provided by the Consultant has progressed to the point indicated and represented on the Consultant’s current pay application and service provider’s current application for payment, furthermore, the Work provided for the Project is in compliance with the Contract and with all applicable laws governing the Project.

(d) With respect to the Project, to the Consultant’s best knowledge, information and belief, the Project and the work provided by the Consultant including that detailed in Exhibit A and any approved Additional Services has progressed in accordance with the Schedule in Exhibit B.

(e) With respect to the Project, to the Consultant's best knowledge, information and belief, the Project and the work provided by the Consultant has progressed in accordance with the Contract Sum and Payment for Services in Exhibit C.

Sincerely,

By:

Name:
Title:
EXHIBIT G
ADDITIONAL SERVICES PROPOSAL FORM

__________________________, 20__

__________________________
__________________________
__________________________
__________________________

Re:

Dear Sir/Madam:

Please refer to the Agreement dated______________________________, 20__ between THE LANCASTER INDEPENDENT SCHOOL DISTRICT ("District") and the undersigned ("Consultant") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Consultant is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

1. District has requested the performance of the services described below which Consultant deems to be Additional Services.

[ Insert Description of Services ]

2. Consultant agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee which will be determined in accordance with the Agreement but which will not exceed

[ ______________________ Dollars ($____________________ ) ]

and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services, but which reimbursement for expenses will not exceed

[ ______________________ Dollars ($____________________ ) ]

3. Consultant will perform the services in accordance with any schedule attached hereto (attach schedule if applicable), but in any event not later than

____________ (_______)

calendar days after Consultant is authorized to proceed.
If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter at the space provided for this purpose and by inserting the date upon which Consultant is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Sincerely,

[Consultant]

By: ____________________________
Name: __________________________
Title: __________________________

Accepted this __________ day of ____________________, 20__ . Consultant is authorized to commence performance of the Additional Services on __________, 20__.

[DISTRICT]

By: ____________________________
Name: __________________________
Title: __________________________
ATTACHMENT ONE

AMENDMENT TO CONSULTANT AGREEMENT FORM

1. This Agreement to amend the Agreement between

   [ legal name w/ dba name of firm ]

   (“Consultant”) and the Lancaster Independent School District (“District” or “Owner”) is effective the

   [ Enter date the Amendment is to be effective ]

2. The Consultant and the Owner agree to amend that certain professional service Contract dated

   [ Enter the date from the master Agreement ]

   (“the Contract” or “Agreement”) as follows:

3. The Project(s):

   [ Any suitable description, incorporating Exhibits A Personnel, B Schedule, C Payment may be substituted ]

   [ School Name A; Road 1, Lancaster, ]

   [ School Name B; Road 2, Lancaster, TX ]

   [ School Name C; Road 3, Lancaster, TX ]
Total Basic Services Fee for this amendment =

[ fill in total cost $  (spell out in words total dollars ) ]

4. All other provisions of the Contract shall remain in full force and effect. Terms as used herein are as defined in the Agreement. The attached Schedule for Performance of Services is agreed to be an essential part of this Amendment to the Agreement.

Neither the execution of this Contract by the District nor any other conduct of any representative of the District relating to the Contract shall be considered a waiver of governmental immunities available to the District.

FOR THE CONSULTANT

By: ____________________________

(CONSULTANT REPRESENTATIVE SIGNATURE)

Dated: __________________________

Approved as to Form:

By: ____________________________

(SCHOOL ATTORNEY)

FOR THE DISTRICT

By: ____________________________

AUTHORIZED REPRESENTATIVE

________________________________
END OF RFQ