



REQUEST FOR QUALIFICATIONS

Reference number RFQ-24-005

FOR

LICENSED PHYSICAL THERAPIST, SPECIAL NEED
STUDENTS IN PERSON SERVICES

DUE NO LATER THAN: 2:00 P.M., 11/1/2023

TABLE OF CONTENTS

KEY DATES AND INFORMATION.....	3
RFQ RESPONSE AND SUBMITTAL REQUIREMENTS.....	3
INTRODUCTION.....	4
RFQ SCHEDULE OF EVENTS.....	5
GENERAL REQUIREMENTS AND INFORMATION.....	6
EVALUATION AND POOL INCLUSION.....	7
EXPERIENCE AND QUALIFICATION QUESTIONNAIRE.....	8
BASIC FEE INFORMATION.....	8
SAMPLE AGREEMENT.....	9-21

KEY DATES AND INFORMATION

PROJECT NAME: RFQ – 24-005 LICENSED PHYSICAL THERAPIST, SPECIAL NEED STUDENTS IN PERSON SERVICES

RESPONSE DUE DATE & TIME: November 1, 2023, NO LATER THAN 2:00 p.m.

1. RFQ Communications

1.1. Interested companies or individuals shall direct all communications regarding this Request for Qualifications (“RFQ”) to the following RFQ Procurement Manager who is the DeSoto Independent School District’s (“DeSoto ISD” or the “District”) only official point of contact for this RFQ. All communication must be in writing.

**Michael G. Smith
Purchasing Manager
Procurement Department
DeSoto ISD
200 E. Beltline Road
DeSoto, TX 75115
Email: Michael.smith02@desotoisd.org**

1.2. Unauthorized contact regarding this RFQ with employees or officials of the DeSoto ISD other than the RFQ contact named above may result in disqualification from this procurement process.

1.3. DeSoto ISD has assigned the following RFQ identification number that must be referenced in all communications: **RFQ-24-005**.

1.4. DeSoto ISD assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic “postmarking” of a communication or response to the DeSoto ISD by a deadline date shall not substitute for actual receipt of a communication or response by the DeSoto ISD.

1.5. Only the Desoto ISD’s official, written responses and communications shall be considered binding with regard to this RFQ.

RFQ RESPONSE AND SUBMITTAL REQUIREMENTS

1. **PLEASE PROVIDE ONE (1) ORIGINAL, ONE (1) COPY AND ONE (1) DIGITAL COPY OF YOUR RESPONSE. CLEARLY MARK YOUR RESPONSE, ORIGINAL AND COPY.**
2. Clearly mark on the outside of your submission: offeror’s name, address, and the RFQ number/name. Submissions must be submitted in sufficient time to be received by the DeSoto ISD procurement department. Submissions received after the published time and date cannot be considered and will be held for pick-up or destroyed. Fax or emailed submission will not be accepted. Submission can be delivered to the following address via FedEx/UPS, etc. before closing date and time.

Desoto ISD Procurement Department
200 E. Beltline Road
DeSoto, TX 75115

3. Proposals must be signed by an authorized individual to contractually bind their firm when submitting the proposal. Failure to sign the proposal will be considered a non-responsive proposal.
4. All required forms of this Request for Qualifications are to be returned with your submission.
5. RFQ Submittals:
 - 5.1. Completed Experience and Qualification Questionnaire
 - 5.2. Provide Basic Fee Information
 - 5.3. Complete and sign required forms

INTRODUCTION

1. Background

- 1.1. DeSoto ISD operates seven (7) campuses and other facilities, all located in Dallas County, Texas. This RFQ invites experienced qualified companies or individuals to participate in this request.
- 1.2. DeSoto ISD is an equal opportunity employer and does not discriminate in awarding of contracts or employment of persons because of their race, color, age, national origin, religion, sex, disability, sexual orientation, or any other characteristic protected by law. DeSoto ISD requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state, and municipal laws and regulations regarding contracting and employment practices.

2. Statement of Purpose

- 2.1. This RFQ invites experienced, qualified companies and individuals to submit qualifications for inclusion in a pool to provide Licensed Physical Therapist, Special Need Students In Person, ("Services") as specified herein.
- 2.2. Through this RFQ, DeSoto ISD seeks to procure the best services based on demonstrated competence and qualifications and to give ALL qualified businesses, including those that are small, minority, service-disabled, or women-owned an opportunity to do business with DeSoto ISD as contractors and subcontractors. Proposers must complete the Diversity Business Program Form (see attachment Business Diversity Form and classification definitions).

3. Scope of Service, Contract Period, and Required Terms and Conditions

- 3.1. This is a request for qualifications for the purpose of creating a pool of qualified service providers. It is not a guarantee of a contract award.
- 3.2. The pool of qualified service providers will be in effect for three (3) years with no additional option years, on an as-needed basis.
- 3.3. DeSoto ISD may award a contract(s) to one or more service providers added to the pool of qualified service providers on an as-need basis.
- 3.4. If a contract is awarded, DeSoto ISD intends to use the attached sample agreement.
- 3.5. DeSoto ISD Professional Services Agreement Sample represents the contract document that the Proposer selected by DeSoto ISD will agree to and sign.
- 3.6. Any contract award arising from this RFQ will be for a term to be determined by DeSoto ISD at a future date.

4. RFQ Definition of Terms

- 4.1. **DeSoto ISD** refers collectively or individually, as applicable, to the campuses and other facilities that comprise DeSoto Independent School District.
- 4.2. **District Representative** refers to the persons named in the contract to give approval or render a decision, at the district level, regarding various aspects of: (a) use of the facilities or (b) the providing of Services as specified in the signed contract.
- 4.3. **Company, Proposer, or Submitter** refer to a company that chooses to submit a Response to provide Services for DeSoto ISD as specified in this RFQ.
- 4.4. **Contractors** refers to the company awarded the contract to provide products and services for DeSoto ISD as specified in this RFQ.
- 4.5. **M/WBE** refers to a Company that is certified by an entity acceptable to DeSoto ISD as being at least 51% owned, controlled, and operated by a person(s) that is an Anglo-American woman or Black/African American, Hispanic American, American Indian/Alaskan Native, American Asian, or American Asian Pacific. Certification must be by the North Central Texas Regional Certification Agency ("NCTRCA"), the State of Texas.

- 4.6. **RFQ Response** refers to the offer and documents from Proposer to DeSoto ISD to provide the Products and Services requested, and to explain the approach and plan to address the scope, requirements, and/or specifications stated in this RFQ.
- 4.7. **Response Documents** refers collectively to this RFQ and all addenda, Company's response, and all plans, specifications, schedules, and the like attached hereto, or incorporated herein as if attached hereto.
- 4.8. **Services** refers to all work inclusive of all labor, parts, and materials needed to meet all the required deliverables specified herein.

RFQ SCHEDULE OF EVENTS

The following Schedule of events represents DeSoto ISD's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m. (Central Time Zone).

RFQ SCHEDULE OF EVENTS		
NOTICE: DeSoto ISD reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. DeSoto ISD will communicate any adjustment to the Schedule of Events to potential Proposers.		
EVENT	TIME	DATE
1. Advertisement Dates		October 13 & October 20, 2023
2. Written Questions Due	4:00 pm	October 23, 2023
3. Answers to Written Questions Due	4:00pm	October 24, 2023
4. Response Deadline	2:00 pm	November 1, 2023

GENERAL REQUIREMENTS AND INFORMATION

1. Proposer Required Review and Waiver of Objections

1.1. Each Proposer must carefully review this RFQ and all attachments, including but not limited to the DeSoto ISD Sample Agreement, for defects, objections, or any other matter requiring clarification or correction (collectively called "Comments"). All such Comments must be made in writing and received by DeSoto ISD no later than the Written Comments Deadline detailed in RFQ Schedule of Events.

2. RFQ Addendum and Cancellation

2.1. DeSoto ISD reserves the unilateral right to amend this RFQ in writing at any time.

2.2. DeSoto ISD reserves the right, at its sole discretion, to reject any and all responses, cancel and reissue this RFQ, or to cancel this RFQ in its entirety in accordance with applicable laws and regulations.

3. Assignment and Subcontracting and Right to Refuse Personnel

3.1. The Proposer awarded a contract pursuant to this RFQ may not subcontract, transfer, or assign any portion of the Contract without Desoto ISD's prior, written approval.

4. Response Errors and Amendments

4.1. At the option of DeSoto ISD, a Proposer may be bound by all response errors or omissions. A Proposer will not be allowed to alter or amend response documents after the Response Deadline time and date in the RFQ Schedule of Events, unless formally requested, in writing, by Desoto ISD.

5. Response Preparation Costs

5.1. DeSoto ISD will not pay any costs associated with the preparation, submittal, or presentation of any response.

6. Disclosure of Response Contents

6.1. Each response and all materials submitted to DeSoto ISD in response to this RFQ shall become the property of DeSoto ISD.

EVALUATION AND POOL INCLUSION

1. Determination of Pool Finalists

- 1.1. DeSoto ISD will consider qualifications, experience, and proposer's area of expertise or specialty in the evaluation of responses.
- 1.2. DeSoto ISD reserves the right, at its sole discretion, to request clarification of a RFQ or to conduct clarification discussions with any or all Submitters.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	100
Total	100

2. Contract Award Process

- 2.1. DeSoto ISD may award a contract(s) to one or more service provider added to the pool of qualified service providers, on an as-need basis.
- 2.2. If a contract is awarded, DeSoto ISD intends to use the attached sample agreement. However, DeSoto ISD reserves the right, at its sole discretion, to add or revise terms and/or conditions in Desoto ISD's best interests subsequent to this RFQ process. No such terms and/or conditions or revision of contract requirements shall materially affect the basis of response evaluations or negatively impact the competitive nature of the RFQ process.
- 2.3. A contract award may be based on, including, but not limited to, service provider's experience, qualifications, scope and requirements of project, service provider availability, and timeline of project and costs.
- 2.4. DeSoto ISD has the sole right to go outside of the service provider pool created as a result of this RFQ if service providers are unable or unwilling to meet the District's required scope and timeline of service required.
- 2.5. Multiple quotes may be obtained from one or more of the qualified service providers in pool.

Job Scope

Provide physical therapy as a related service to assist eligible students to benefit from their special education programs. Provide support to enhance the ability of students with disabilities to function as independently as possible in the educational setting. Supervision of physical therapy assistant, as required by licensure

Essential Responsibilities

- Bachelor's Degree in Physical Therapy from a college or university or 4 years equivalent experience.
- Current licensure as a physical therapist by the Texas Board of PT Examiners
- Clinical experience in a public school and/or pediatric setting, preferred
- Candidate must have satisfactory outcome of fingerprinting background check
- Knowledge of state and federal mandates, as they apply to physical therapy services.
- Knowledge of various handicapping conditions as they impact eligibility and need for physical therapy services
- Ability to observe a student in their natural environment (i.e., classroom, hallways, playground, cafeteria, etc.) and assess educationally based gross motor needs
- Ability to collaborate on appropriate individual education plans (IEPs) as related to gross motor skills.
- Ability to perform gross and fine motor movements required to provide physical therapy services
- Ability to work cooperatively with staff, students, and parents
- Keep informed of and comply with state, district, and
- to demonstrate the following core values: integrity, high expectations, commitment, respect, dedication to teamwork and passion for a student-centered environment.

EXPERIENCE AND QUALIFICATION QUESTIONNAIRE

1. Provide a general description and history of the organization, its operations, year founded, ownership structure, and biographies of the principles and staff that work directly with clients.
2. How many years of Licensed Physical Therapist care services does your company have?
3. Provide your experiences in providing Licensed Physical Therapy care services in the school district sector for students with disabilities?

FEE INFORMATION

1. Provide a basic fee structure and information.

SUBMITTAL FORMS

1. Complete, sign and submit the following forms:

Licensed Physical Therapist, Special Need Students in Person Services

Required Forms: <https://rb.gy/dzl0g>

Add the following information in the appropriate section:

- The Contractor agree to provide its own test kits, protocols, laptops, iPads, and any printed materials, including handouts.
- the Contractor agrees to complete all necessary documentation for the District to seek SHARS reimbursement.

If applicable, the Contractor agrees to complete all necessary documentation for the District to seek SHARS reimbursement.

CONTRACTOR/CONSULTANT SERVICE CONTRACT

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

The DeSoto Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within DeSoto, Dallas County, Texas (hereinafter referred to as the “District”) and the individual, contractor, or consultant defined below (hereinafter referred to as the “Contractor”), agree that the District will engage the Contractor to provide services pursuant to the terms and conditions specified below. The “parties” will hereinafter refer to the District and the Contractor collectively. “Agreement” or “Contract” will refer to this document and include only the terms and conditions found herein. Any future changes to this Agreement must be executed in writing and signed by the parties.

Individual/Firm Name:

Address #1:

Address #2

1. SERVICES

- 1.1. The Contractor will perform personally, in a manner satisfactory to the District, the following professional services (if the Contractor’s proposal or Scope of Work has been provided, attach as **Exhibit “A”**) on an as-needed basis during the term of this Agreement. The District’s terms and conditions in this Agreement will govern if there is a conflict between the terms of this Agreement and any terms or conditions inserted in the Contractor’s proposal or Scope of Work.

See Exhibit “A”, attached.

The Contractor agrees to provide its own test kits, protocols, laptops, iPads, and any printed materials, including handouts.

If applicable, the Contractor agrees to complete all necessary documentation for the District to seek SHARS reimbursement.

- 1.2. Unless discontinued earlier by the District, or mutually agreed to by both parties, the services are to be performed at the following times and places:

Monday through Saturday, 8:00 AM – 5:00 PM, or as approved by the District, at various District locations, as needed.

2. TERM

- 2.1. The period of performance under this Agreement will be from or date of execution, whichever is later, through J, unless terminated at an earlier date as provided herein or extended by amendment to this Agreement. All services shall be completed during the contract term as noted above.

3. COMPENSATION

- 3.1. As full compensation for the services provided, the District will make payment following receipt of an invoice for services. Compensation for services rendered must be based on the rates provided in **Exhibit "A"**.
- 3.2. The District shall not pay the Contractor travel expenses.
- 3.3. No payment in advance of or in anticipation of services to be provided under this Agreement will be made by District with the exception of a deposit amount required by the Contractor upon mutual agreement of parties.
- 3.4. The Contractor shall be paid upon presentation of an invoice that includes, but is not limited to, the professional service(s) provided, the date(s) of service, and the location(s) of service. All payments to the Contractor shall be net 30 days from the receipt of the invoice or delivery of services, whichever is later.
- 3.5. This contract is / is not funded through federal grant funds (federal and state grants including entitlement funds).

If yes, this contract shall be subject to the Addendum Contract Provisions for Contracts Under Federal Awards. This Addendum **must** be attached to this contract.

4. **INDEMNIFICATION**

- 4.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, (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 CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR ANYONE THAT THE CONTRACTOR CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").
- 4.2. THE CONTRACTOR MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, 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 THE CONTRACTOR, OR BY THE DISTRICT AT THE DIRECTION OF THE CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, THE DISTRICT MUST PROMPTLY NOTIFY THE CONTRACTOR, AND THE CONTRACTOR MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. THE CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE DISTRICT'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, THE DISTRICT AGREES TO COOPERATE REASONABLY WITH THE CONTRACTOR, AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

- 4.3. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001-131.005, as amended. This section must survive the termination of Agreement.
- 4.4. The Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

5. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW

- 5.1. The Contractor acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. The Contractor agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. The Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.
- 5.2. The Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). The Contractor will receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. The Contractor acknowledges and agrees to comply with said law and safeguard student information. The Contractor may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, the Contractor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

6. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

- 6.1. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The District will 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 the District incurring any liability to the Contractor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, the Contractor will have the right to collect and retain payment for services rendered to the District through termination date but will not be entitled to any early termination charges.

7. SPECIAL CONDITIONS

7.1. Standards for Financial and Programmatic Management

- 7.1.1. Where applicable, the Contractor must regularly assess and monitor the progress of the student receiving services pursuant to this Agreement using District-approved assessments, and periodically forward information on the student's progress to the District in a format to be determined by the District.
- 7.1.2. The Contractor agrees to participate fully in the evaluation of the effectiveness of services provided pursuant to this Agreement. Evaluation, where possible, will include, but is not limited to, the following:
 - a. Pre- and Post-intervention student performance data available in district databases, including

attendance, academic performance, behavior/discipline referrals, alternative placement and promotion or graduation;

- b. Parent, teacher, counselor, and administrator surveys; and
- c. Other measures of key performance indicators as defined by the District.

7.1.3. Independent Contractor: This Agreement does not constitute a hiring by either party, nor does it constitute or create an employer-employee relationship. It is the Parties' express intention that Consultant and Consultant's personnel/subcontractor(s), if any, shall be an independent contractor and not be an employee of the **District** for any purpose, including but not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Texas Workers' Compensation Act, and other benefit payments and third-party liability claims.

7.1.4. The Contractor must follow all District policies, regulations, and guidelines and work at the District's direction regarding the referral of those students that are to receive services from the Contractor. The Contractor must accept all students referred for services by District personnel. In the event that referrals exceed the Contractor's capacity to provide services, the District will determine which students are to receive services.

7.1.5. The District will have the right to inspect and audit the Contractor's records and to observe services being rendered. The Contractor must provide access to all records, reports, logs, or other matters relating to this Contract for the current school year immediately upon request by the District. Fiscal records created pursuant to this Contract and records related to prior school years relating to services provided pursuant to this Contract must be maintained by the Contractor for five (5) years and must be available for audit upon twenty-four (24) hours' notice. The Contractor must not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.

7.1.6. The Contractor must furnish to the District a valid copy of its most recently adopted organizational documents (partnership agreements, bylaws, etc.), a complete and accurate list of the Governing Board of Directors (or Trustees or Partners), and timely update said information as changes occur. The Contractor must avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the District. Any employees of the Contractor that are also employees of the District must be immediately disclosed to the District in writing. The employment of District employees by the Contractor must be in accordance with District Policy DBF (Local).

7.1.7. Upon request by the District, the Contractor must furnish to the District copies of the current résumés of each of its employees providing services pursuant to this Agreement

The Contractor is solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Agreement.

7.2.

Insurance

7.2.1. At all times during the Contract Term, the Contractor must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:

- a. **Commercial General Liability Insurance:** The Contractor must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from the Contractor's services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined in **Exhibit "B"**, as designated in the RFP. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of the Contractor, its employees, agents, representatives, or contractors.
- b. **Automobile Liability Insurance:** To the extent applicable, the Contractor must maintain in force throughout the term of this Contract comprehensive Automobile Liability Insurance covering the Contractor and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The required Automobile Liability coverage is found in **Exhibit "B"**, as designated in the RFP.
- c. **Workers' Compensation/Employers' Liability:** The Contractor shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable. The required Workers' Compensation/Employers' Liability coverage is found in **Exhibit "B"**, as designated in the RFP.
- d. **Professional Liability Insurance:** The Professional Liability Insurance provided by the Contractor must conform to the following requirements:
- The Contractor's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
 - If on a claims-made basis, the Contractor must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
 - The minimum limits to be maintained by the Contractor are found in **Exhibit "B"**, as designated in the RFP.
- e. **Umbrella Insurance Policy:** To the extent applicable, the Contractor must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined in **Exhibit "B"**, as designated in the RFP. The insurance policy must name the District as an additional insured.

7.2.2. Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case notice shall be ten (10) days), termination, non-renewal or modification to the Contractor's Policy(ies) required under this Agreement.

7.2.3. Upon District's request, the Contractor must furnish the District with certificates of insurance evidencing the Contractor's insurance coverage is consistent with the terms of this Agreement. The Contractor must renew or replace Certificates of Insurance no less than thirty (30) days prior to

cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to the Contractor. Additionally, the Contractor must be liable to the District for any and all damages incurred due to the Contractor's failure to fulfill the agreement terms. The Contractor must name the District as an additional insured.

7.3.

Student Records

- 7.3.1.** All student records must be kept in a secure location preventing access by unauthorized individuals. The Contractor will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is in the direct employ of the Contractor. The District will have the right to inspect and audit the Contractor's use of student records at any time upon twenty-four (24) hours' notice. The Contractor agrees to provide access to and copies of student records to the District and/or the parents/guardians of the student. The Contractor must not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian and the District, as required by FERPA and all other state or federal privacy laws. Upon completion or termination of this agreement, the Contractor must turn over to the District all student records for the District's eligible students to whom the Contractor has provided services under this agreement.
- 7.3.2.** The Contractor agrees to comply with all applicable Protection of Pupils' Rights Amendment provisions, as found in 20 U.S.C.S. § 1232h, and applicable Code of Federal Regulations sections promulgated by the United States Department of Education.
- 7.3.3.** The Contractor may collect, use, and disclose "personal information," as defined in the Children's Online Privacy Protection Act ("COPPA"), from students under the age of thirteen (13) only to the extent permitted by COPPA. The Contractor must comply with other applicable provisions of COPPA and all other state or federal privacy laws.

7.4.

Criminal Background Check

- 7.4.1.** The Contractor must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the Contractor working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. The Contractor must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the Contractor. If the Contractor is the person, 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.
- 7.4.2.** The Contractor must certify to the District before beginning work, and at no less than an annual basis thereafter, that criminal history record information has been obtained regarding all employees and volunteers working with students of the District. The Contractor must 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. The District must be the final judge of what constitutes a "location where students are regularly present." A photographic identification badge, issued by a District-approved third-party company at the Contractor's expense, must identify the Contractor's employees, agents, and subcontractors. The third-party company must verify the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace

Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. The Contractor's violation of any portion of this section constitutes a breach of contract.

- 7.4.3. The Contractor agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background check.
- 7.4.4. The Contractor must give notice to the District prior to performing services under this Contract if the Contractor 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. The District may terminate this 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. Subsection 7.4.4 does not apply to a publicly held corporation.
- 7.4.5. If the Contractor has direct contact with students, verification of FAST fingerprinting compliance is required. Legal name and birthdate are required to conduct the verification.

Legal Name:	Legal Name
Birthdate:	Birthdate

7.5.

Accident and Incident Reporting

- 7.5.1. The Contractor agrees to notify the School District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or the Contractor has information that may be detrimental to the health or safety of any students or that may inhibit the Contractor's performance of this agreement.
- 7.5.2. The Contractor must further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. When the goods or services are to be provided at a District campus or facility where students are present, the Contractor agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. Where applicable, the Contractor agrees that all staff members will abide by such laws in a timely manner.
- 7.5.3. The Contractor must submit immediately by email, facsimile, or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to the following: all allegations of molestation, child abuse, or missing children under the Contractor's supervision.

7.6.

Inappropriate Behavior

- 7.6.1. Sexual harassment of employees of the Contractor, employees of the District, or students of the District by the Contractor or the Contractor's employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct is subject to immediate removal from District property.
- 7.6.2. The Contractor and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/PolicyOnline?key=362>. In the event that the Contractor or an individual under its control violate a District Board Policy, the District may terminate this Contract without penalty, or otherwise require the Contractor to exclude the violating individual from performing services under this Agreement.
- 7.6.3. The Contractor will be responsible to the District for acts and omissions of the Contractor's

employees, subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor. It is understood and agreed that the relationship of the Contractor to the District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of the District, or (2) to create any partnership, joint venture, or other association between the District and the Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement will relate to the results the District desires to obtain from the Contractor and must not affect the Contractor's independent contractor status described herein.

- 7.6.4. The Contractor must enforce the District'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 the Contractor's employees, subcontractors, and all other persons carrying out the Agreement. The Contractor must also require adequate and appropriate dress and identification of the Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the Contractor must further ensure that no on-site fraternization will occur between personnel under the Contractor's supervision and the District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

7.7. Applicable Laws

- 7.7.1. The Contractor agrees to be bound by any amendments to any Federal, State, or County laws, regulations, or ordinances referenced in this Contract, or which affect the services described herein upon the effective date of such amendments.

8.

MISCELLANEOUS

- 8.1. Termination. Either party may terminate this Agreement at any time, with or without cause. In the event of termination by either party prior to completion of the contract, compensation for services shall be prorated on the basis of actual work performed by the Contractor. The Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed, and expenses incurred up to the date of termination.
- 8.2. Credentials. In the event that this Agreement is for Professional Services, the Contractor agrees that all required certifications, licensures, and credentials will be maintained at all times.
- 8.3. Conflict of Interest. The Contractor, by signing this Agreement, certifies that the Contractor does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 8.4. Confidentiality. The Contractor further understands that the Contractor is serving as a fiduciary of the District and hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), the Contractor agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
- 8.5. Proprietary Rights. With the exception of previously registered copyright or trademark materials of the Contractor, the Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by the Contractor or any other party related to the Contractor without the express prior written consent of the District. Furthermore, the Contractor understands that products produced as a result of this contract are the sole property of the District and may be reused by

the District at any time without further compensation and without any restrictions.

- 8.6. Independent Contractor.** It is expressly understood and agreed by both parties that the District is contracting with the Contractor as an independent contractor. Each party and the officers, employees, agents, subcontractors, or other contractors thereof will not be deemed by virtue of this contract to be the officers, agents, or employees of the other party. The District will not deduct Federal income taxes, FICA (Social Security), or any other taxes an employer is required to deduct, as this is the responsibility of the Contractor.
- 8.7. Taxes.** The Contractor must not require the District to pay taxes of any kind.
- 8.8. Insurance.** The Contractor must carry and maintain 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 Contractor.
- 8.9. Hold Harmless.** The District and its employees can neither agree to hold the Contractor harmless nor agree to indemnify the Contractor, and any contracts or provisions to the contrary are void.
- 8.10. Waivers.** The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of state or federal law. A waiver by either of the parties of any of the covenants, conditions, or agreements hereof to be performed by the other party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
- 8.11. Assignment.** The rights, responsibilities, and duties under this contract are personal to the Contractor and must not be transferred or assigned without the express prior written approval of the District.
- 8.12. Non-Discrimination.** The Contractor certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 8.13. Purchase Order.** The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 8.14. Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that the Contractor and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, the Contractor and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Contract.
- 8.15. Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, the Contractor affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- 8.16. Retention of Contracting Information.** Pursuant to District Board Policy CH(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Contractor agrees that the Agreement may be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 8.17. Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The parties here agree that venue must be in Dallas County, Texas.

- 8.18. Alternative Dispute Resolution.** Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court ordered or otherwise mutually agreed to in writing by both parties.
- 8.19. Entire Agreement Modifications.** All oral or written agreements between the parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This Agreement supersedes all prior agreements, written or oral, between the Contractor and the District and must constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions must be binding upon the parties and may not be waived, modified, amended, or altered except by a written amendment signed by the District and the Contractor.
- 8.20. Binding Effect.** This Agreement must be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 8.21. Captions.** The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
- 8.22. Severability.** In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.
- 8.23. Force Majeure.** Neither party will be liable to the other party hereunder or in default under this Contract for failures of performance resulting from acts or events beyond the reasonable control of such party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 8.24. Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

8.24.1. To District: DeSoto Independent School District
 Name of District Contact:
 Address: 200 E. Beltline Road
 DeSoto, Texas
 75115,

With Copies to: Primary District
 Contact Primary
 District Address City,
 State ZIP Code

8.24.2. To Contractor:
 Contractor Firm Name:
 Name of Vendor Contact:
 Address:

ELECTRONIC SIGNATURE

The parties agree here to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the parties.

In witness of the Agreement above, the Board of Education of the DeSoto Independent School District and the Contractor, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

FOR DISTRICT:

Signed: _____

Name: _____

Title: _____

Date: _____

Req. #: _____

FOR CONTRACTOR:

Signed: _____

Name: _____

Title: _____

Date: _____

SUPERINTENDENT APPROVAL

Signed: _____

Dr. Usamah Rodgers
Superintendent of Schools

Date: _____

Business Organization: (Check one)

- Corporation
- Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)
- Other Entity Type:

DESOTO ISD
ADDENDUM CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL
AWARDS
(Only return if funded by Federal & State Grants, including Entitlement Funds)

All contracts under federal awards must meet federal, state, and local requirements. State requirements for all contracts under federal awards include the following:

- The contract is only effective upon receipt by the District of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §§ 200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR § 200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of service(s) provided, date(s) of services, and location(s) where services were provided during the billing period.

Federal requirements for all contracts under federal awards may include the following, as indicated below:

- Contracts over \$10,000 must address termination for cause and for convenience by the District, including the manner by which it will be effected and the basis for settlement.
- Contracts over \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties.
- Equal Employment Opportunity clause
- Davis-Bacon Act clause for construction contracts, including compliance with prevailing wages. (The District must place a copy of the current prevailing wage determination used by the Department of Labor with each solicitation.)
- Contract Work Hours and Safety Standards Act clause related to the computation of wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
- Rights to Inventions Made Under a Contract or Agreement clause if the federal award meets the definition of "funding agreement."
- Clean Air Act and Federal Water Pollution Contract Act clauses if the contract is in excess of \$150,000.
- Debarment and Suspension clause which prohibits awarding a contract to a contractor who has been debarred, suspended, or otherwise excluded from federal awards.
- Byrd Anti-Lobbying Amendment clause which applies to contractors that apply or bid for an award exceeding \$100,000 who must file the required certification.
- Procurement of recovered materials (§ 200.322) clause
- The Buy American provision for Child Nutrition Program purchases. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC § 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

SAMPLE