



Issue Date: May 25, 2025  
Page 1 of 51 Pages  
RFP #MH 207980  
"Moving Services for Districtwide Use"  
[X] Request for Proposal (RFP)

*Michelle Herrera*

Michelle Herrera, Buyer– Procurement Services

**Receipt/Opening Time and Date:**

**2:00 PM Local Time June 24, 2025**

Dallas Independent School District ("Dallas ISD" or "District") is soliciting offers for the products, goods, or services per the specifications stated in this document. Offers shall be submitted in a sealed envelope marked on the outside with the Offeror's name, address, solicitation number, and title "MH 207980, Moving Services for Districtwide Use" to:

Dallas ISD  
Attn: Procurement Services, Michelle Herrera  
9400 North Central Expressway, Suite 800 Dallas,  
Texas 75231

Offers must be submitted in sufficient time to be received and time-stamped at the above location on or before the receipt/opening date/time indicated above. Dallas ISD will not be responsible for delivering mail from the post office nor any other delays encountered by hand delivery of Offers. Offers will also be accepted electronically through the district's sourcing module. FAX proposals and e-mailed proposals will not be accepted. Please submit your response per one method, either by submitting hard copies or by submitting an electronic response through our website. Offers received after the receipt/opening time and date will not be considered.

Questions concerning this solicitation document should be addressed, in writing, to [ProcurementCS@dallasisd.org](mailto:ProcurementCS@dallasisd.org). Questions should be submitted not later than May 26, 2025, to allow sufficient time for responses prior to receipt/opening date/time. Responses to questions, other than administrative questions, will be provided to all potential Offerors by means of an addendum to the solicitation.

The attached "General Terms and Conditions" are an integral part of this solicitation and will become part of any resulting contract unless deviations/exceptions are requested by Offeror at time of response and accepted by Dallas ISD.

Please return the following.

- 1. Your Original Signed Bid Response.
- 2. One (1) hard copy of your original signed bid response, and,
- 3. One (1) labeled USB thumb drives.

All forms included as part of this solicitation must be completed and returned with Offeror's response.

This solicitation is for a multi-year requirement as noted elsewhere in this solicitation.

The district is seeking to contract with the most highly qualified Respondent(s) for products and/or services related to providing: **Moving Services for Districtwide Use**. Any contract resulting from this solicitation will be awarded on the basis of demonstrated competence and qualifications to perform such services for a fair and reasonable price. See "Contract Documents and Order of Precedence" in General Terms and Conditions.

**Form A**

**Signature below represents that Offer is submitted.**

**OFFER MUST BE SIGNED**

Company Name: \_\_\_\_\_

Submitter's Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Submitter's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## STATEMENT OF WORK

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

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### Proposal Timeline (Estimated)

Issue RFP	May 25, 2025
RFP Due	June 24, 2025, at 2:00 PM CST
Advertising Dates	May 25 and June 01, 2025
Pre-Proposal Meeting*	June 09, 2025, at 10:00 AM CST
Questions Deadline	June 12, 2025 - Close of Business Day
Questions Response	June 17, 2025 – Close of Business Day
Anticipated Evaluation and Selection	July 08, 2025
Anticipated Approval/Award	August 21, 2025

*Central Standard Time (CST)*

#### **\*Pre-Proposal Meeting**

A pre-proposal meeting will be held at 10:00 AM Local time on Monday, June 09, 2025, via Microsoft Teams:

Meeting ID: 278 908 074 478 7

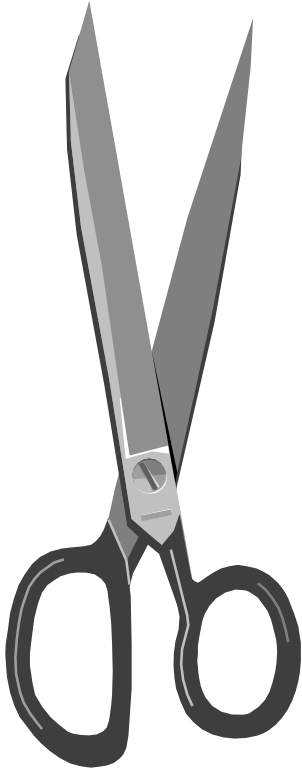
Passcode: 4Xm2xD9i

Please submit (in writing) any questions regarding this RFP to Email, [ProcurementCS@dallasisd.org](mailto:ProcurementCS@dallasisd.org). Only written questions will be considered.

It is highly encouraged that all potential proposers participate and attend the pre-proposal.

Cut along the outer border and affix this label to your sealed RFP envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the RFP where requested.

<b>SEALED RFP                      DO NOT OPEN</b>	
RFP NO.:	<b>MH 207980</b>
RFP TITLE:	<b>Moving Services for Districtwide Use</b>
DUE DATE/TIME:	<b>June 24, 2025 @ 2:00 p.m. CST</b>
SUBMITTED BY:	_____
	<b>(Name of Company)</b>
<b>DELIVER TO:</b>	<b>PROCUREMENT SERVICES 9400 N. CENTRAL EXPWY SUITE #800 Dallas, TX 75231</b>



**Please Note:**

Dallas Independent School District has a comprehensive and easy to use web-based Sourcing electronic bidding system. For our vendors, the Sourcing system provides you with automatic notification and transmittal of RFP solicitations to vendors. Please visit [www.dallasisd.org/procurement](http://www.dallasisd.org/procurement) to login and obtain any and all RFP documents.

Once you have opened and viewed the RFP document from this website you will automatically receive an e-mail notifying you when an addendum has been issued. Any such addendum will be posted on the same website listed above.

However, if you obtain our RFP documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit the above website and open and view the RFP document. The district will not be responsible if you fail to receive any and all addendums if you obtain the original RFP document from another source.

## SECTION I: BACKGROUND INFORMATION/BASIC REQUIREMENTS

1. Dallas ISD is seeking Offers for Moving Services for Districtwide Use.
2. Dallas ISD is seeking a pool of qualified vendors from which campuses/departments may purchase the goods/services identified in this solicitation document.
3. The resulting Contract award, if any, is for a multi-year requirement. The term of this agreement shall be a three-year (3) agreement with two (2) separate successive one-year renewal options upon mutual agreement up to a maximum of five years (60 months) unless sooner terminated as set forth elsewhere in the contract. To exercise each option to renew, the district must give written notice to the Offeror of its election to renew for one (1) additional year within forty-five (45) days of the expiration of the then current term of the Agreement/Contract. If the District fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate.
4. The **Effective Date** of the Contract/Agreement, if any, is the date that award is approved by Dallas ISD's Board of Trustees or designated representative. In some cases, the Effective Date, and the date for start of services are separated by several weeks and/or months.
5. Dallas ISD sits in the heart of a large, diverse, and dynamic region with a metropolitan population of 6.5 million people in the 12 counties in North Central Texas. Dallas ISD comprises 384 square miles and encompasses the cities of Dallas, Cockrell Hill, Seagoville, Addison, Wilmer and parts of Carrollton, Cedar Hill, DeSoto, Duncanville, Farmers Branch, Garland, Grand Prairie, Highland Park, Hutchins, Lancaster, and Mesquite.
  - a. The district is the second-largest public-school district in the state, and the 14th-largest district in the nation.
  - b. Dallas ISD is proud of its award-winning schools, outstanding teachers and staff, hard-working students and committed parents and volunteers. The district serves approximately 155,000 students in pre-kindergarten through the 12th grade, in 230 schools, employing nearly 20,000 dedicated professionals.

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**STATEMENT OF WORK and/or SPECIFICATIONS**

1. Dallas ISD is seeking Offers for Moving Services.
2. Dallas ISD is seeking a pool of qualified vendors from which campuses/departments may purchase the goods/services identified in this solicitation document.
3. The contractor shall provide all necessary equipment, personnel, skills, vehicles, materials, and accessories necessary to perform the Moving Services described herein safely, responsibly, and timely.
  - a. The Contractor will provide workforce and supervision of workforce.
  - b. The Contractor will provide all lifts, dolly trucks, hoists, pads and other materials or support equipment required that is appropriate to complete moves.
  - c. The Contractor will provide vans or trucks as required to complete moves.
  - d. The Contractor shall also provide storage containers (as needed) for storage of furniture on campus or off site while renovation work is ongoing.
  - e. The Contractor will provide vans or trucks as required to complete moves.
  - f. All debris removal will be the responsibility of the contractor. Vendor shall remove all trash off-site daily.
  - g. All personnel will be badged.
4. All moving personnel must be trained and competent movers.
5. The contractor will handle complete office relocations, department relocations, warehouse to campus moves, campus to warehouse moves, campus to campus moves, moves within a campus and other such moves as requested by the district.
6. The Contractor shall provide monthly reports with photographs of items stored on site, in storage containers and warehouses (district or other off-site location). These monthly reports shall be submitted with their monthly invoice(s).
7. The Contractor shall coordinate with district I T staff for relocation of computers. Printers shall only be relocated by Xerox under the district's existing master agreement. The Contractor shall assist the campus staff in getting these printers relocated by Xerox.
8. Moves shall be performed when it is convenient for the district, therefore, the Contractor shall offer after-hours and weekend moving service designed to keep from disrupting our staff and operations.
9. Contractor must also be able to relocate computers and modular systems.
10. The Contractor shall provide a moving coordinator and or a designated project coordinator who must be OSHA-10 HR. trained. This staff coordinator will work closely with district staff to coordinate details of moves and to ensure moves are performed according to exact specifications and requirements. This contracted staff coordinator shall assist in getting campus staff in relocation to Kiest warehouse and obtaining the appropriate district form (P1B form) completed and signed by the Principal.
11. The Contractor will exercise caution and care in moving items to ensure that the items and the

buildings are not damaged. Particular attention should be given to the effect that dollies, hand trucks, etc., may cause to floors and walls. All protective blankets, pads, runners, etc., will be provided by the Contractor. The Contractor shall continuously maintain adequate protection of all work covered by the Agreement from damage or loss and shall protect the property from injury or loss arising in connection with this Agreement, and shall make good any such damage, injury, or loss. The Contractor shall adequately protect adjacent property. The Contractor will be responsible for the repair (or in some cases replace with a new item) of any damages caused by his personnel in the course of moving. The district will provide notice of any damages promptly upon completion of work and repairs will be made within 21 days from the date that the vendor is notified.

12. Contractor Personnel - The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the district. If the Procurement Services' Buyer or designee notifies the Contractor in writing that any person employed by this Contractor is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this agreement without the written consent of the Procurement Services' Buyer. The Contractor's crew must be able to qualify to obtain our district badges since most move requests will involve moving services provided in an occupied campus. No tobacco products are allowed and are to be used while on district property by Contractor or district staff.
  - a. The selected firm(s) shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract.
  - b. Personnel Badges – The District requires that each selected firm(s) staff members, sub-contractors, and all persons under the control of the selected firm either employed or by contract, who will work on school property, obtain the necessary security clearances required by the district. These clearances must be obtained in advance of any firm's staff member performing such work. The clearances and the appropriate badges are issued through an approved provider. The cost of badges shall be borne by the selected firm(s).
  - c. Badges must be worn at all times while on District property during installation, walk-thru, and backorder deliveries. Badges must be visible at all times and not obscured or in shirt or pants pockets.
  - d. On large and complex projects, moving services' Contractor may be required to attend OAC Meetings on site or virtual for coordination with a general contractor and or project management firm Manager. The Contractor will also coordinate with lead custodial staff to ensure that floors are clean before they bring existing furniture, fixtures and or equipment into rooms.
13. Contractor Safety
  - a. Safety and Loss Control – The principles of safety and loss control reflect a determination by the district to prevent injuries to the general public and workers, as well as to prevent damage to property and equipment.
  - b. The selected firm(s) is to conduct all operations safely and thereby prevent injuries to persons and damage to property. All practical steps are to be taken to maintain a safe place to work.
  - c. The selected firm(s) shall be responsible for the prevention of accidents on work under its direction and be responsible for safety and loss control training and instruction of its employees.
  - d. The selected firm(s) shall enforce the use of proper protective equipment and suitable tools for the project.
  - e. The selected firm(s) shall acquaint their workers with all applicable safety requirements and enforce them.
14. The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA's) most recently published Safety and Health Regulations for Construction (29 CFR 1926) and

general Occupational Safety and Health Standards (29 CFR 1910) for the duration of this contract.

15. The Contractor shall submit a safety plan for the district's projects for review with the district's Safety Manager. Proper PPE will be required for Contractor crew members and staff will be required in order to provide services in construction and or renovation areas.
16. The Contractor shall provide trained and competent movers, moving vehicles, and all moving equipment necessary to perform services under the scope of this contract.
17. The Contractor shall respond within 24 hours to meet the requesting department's needs. If circumstances prevent the Contractor from responding in time to meet the district's scheduling requirements, the district may take whatever action it deems necessary to provide alternate services.
18. Vendor agrees to perform MOVING SERVICES for District facilities, in accordance with the specifications, terms and conditions of this Request for Proposal, at the below prices and rates.
19. Dallas ISD staff or district designated staff (Owner's representative(s) and or program management firm staff) are required to sign a moving ticket at the end of each move assignment indicating specified moving firm staff were present, and the start and finish times of the assigned move request. This signed moving ticket should be included with the related invoice(s) to the corresponding, authorized PO for the request. This signed moving ticket may also be made available to the Dallas ISD as requested throughout the duration of the agreement.
20. Vendor agrees to provide Dallas Independent School District (DISD) all labor, material, equipment transportations, and permits necessary to perform the required Moving Services. Dallas Independent School District reserves the right to award on an "all or none" or "line item" basis, whichever is in the best interest of the district.
21. The estimated hours stated below are merely for the purchase of securing bid prices and evaluating bids on common quantitative basis. They are not firm and in no way represent the actual requirements of the district. Actual requirements will be stated through issuance of individual purchase orders against the Agreement. However, the prices entered below must be the actual bid and award prices.
22. The district reserves the right to require the Contractor to provide firm estimates of total job costs before proceeding with any work. The district reserves the right to individually bid large moving jobs. Hourly rates will apply from the time of arrival at the work site until satisfactory completion of the move, as determined by the district representative.
23. Contractor will be required to provide cost breakdown job estimate for all labor, equipment, parts and materials, and any subcontracting for each job/project performed. The cost breakdown charges will be submitted to the district Department move coordinator who will verify receipt and acceptance of services. The Contractor will be expected to meet established schedules and deadlines for the completions of work as outlined in job/project estimates. **Job estimate (s) will be submitted on the vendor's forms currently being used with other commercial customers. Vendor should submit a sample, or their job estimate form with their bid.**
24. Once the District has accepted a job/project estimate, the dollar amount reflected on the job/project estimate should constitute the district total obligation for that job/project. The Contractor shall endeavor to submit an accurate cost estimate. However, the District recognizes

that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall submit a revised cost estimate for approval from the District Department Coordinator.

25. The district has the final approval on any changes to the Job Estimate. Each service call request shall be recorded as received and shall include its location, date, and time the call was received, nature of the move, names of the service personnel assigned to the task, instructions describing what has to be done, the amount and nature of the materials to be used, the time and date work started, and the time and date of completion.
26. The district may refuse to accept a submitted job/project estimate for any reason. In such case, or if contractor cannot perform for any reason, the district reserves the right to secure services from other sources.

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**  
**Pricing Schedule**

ITEM	DESCRIPTION	ESTIMATED QTY	HOURLY RATE
1.	Hourly Rate for Mover/Laborer		
a.	Straight Time: 7:30 A.M. - 4:30 P.M.	1 Hour	
	Monday Through Friday		
1.	Hourly Rate for Mover/Laborer		
b.	Straight Time: 4:31 P.M. - 7:29 A.M.	1 Hour	
	Monday Through Friday		
	And all-day Weekends and Holidays		
2.	Hourly Rate for Mover/Driver		
a.	Straight Time: 7:30 A.M. - 4:30 P.M.	1 Hour	
	Monday Through Friday		
2.	Hourly Rate for Mover/Driver		
b.	Straight Time: 4:31 P.M. - 7:29 A.M.	1 Hour	
	Monday Through Friday		
	And all-day Weekends and Holidays		
3.	Hourly Rate for Moving Van		
a.	Straight Time: 7:30 A.M. - 4:30 P.M.	1 Hour	
	Monday Through Friday		
3.	Hourly Rate for Moving Van		
b.	Straight Time: 4:31 P.M. - 7:29 A.M.	1 Hour	
	Monday Through Friday		
	And all-day Weekends and Holidays		
4.	Hourly Rate for Truck/Tractor Trailer		
a.	Straight Time: 7:30 A.M. - 4:30 P.M.	1 Hour	
	Monday Through Friday		
4.	Hourly Rate for Truck/Tractor Trailer		
b.	Straight Time: 4:31 P.M. - 7:29 A.M.	1 Hour	
	Monday Through Friday		
	And all-day Weekends and Holidays		

ITEM	DESCRIPTION	ESTIMATED QTY	HOURLYRATE
5. a.	Daily Rate for Storage at Bidder's Facility (On occasion, District warehouse may not anticipate needing to provide additional and or unanticipated storage needs for specified project/request)	Per Day	
5. b.	Monthly Rate for Storage at Bidder's Facility (On occasion, District warehouse may not anticipate needing to provide additional and or unanticipated storage needs for specified project/request)	Per Month	

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Submitter's Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS PAGE ALONG WITH THE PRICING SUBMITTED MUST BE RETURNED WITH THE RFP**

Equipment: Provide a list of equipment, vehicles, and moving supplies available for use on this contract. Include manufacturer, model, and age of all vehicles to be used.

Packing Material and Related Moving Services Items Pricing Matrix				
Product Description	Unit of Measure	Item Proposed Description, Manufacturer Model Description	Price	Totals
PARTS BOX/UTILITY CTN (EACH)	EA		\$	\$ -
FILE BOX W/LID	EA		\$	\$ -
DISH PACK	EA		\$	\$ -
1.5 CUBE BOOK CARTON	EA		\$	\$ -
3.0 CUBE MEDIUM CARTON	EA		\$	\$ -
4.5 CUBE LARGE CARTON	EA		\$	\$ -
6.0 CUBE XLARGE CARTON	EA		\$	\$ -
MIRROR 40X60 (4PCS)	SET		\$	\$ -
TAPE 48MM X 50M TAN	RL		\$	\$ -
UNPRINTED NEWS (PER LB)	LB		\$	\$ -
5PLY INT"L PAPER PAD	EA		\$	\$ -
18" STRETCH WRAP	RL		\$	\$ -
BUBBLE 1/2 24" X 250'	RL		\$	\$ -

**Packing Material and Related Moving Services Items Pricing Matrix (continued)**

<b>Product Description</b>	<b>Unit of Measure</b>	<b>Item Proposed Description, Manufacturer Model Description</b>	<b>Price</b>	<b>Totals</b>
PACKING PEANUTS	BAG		\$	\$ -
MOVER ROLL 48"X250'	EA		\$	\$ -
LABELS PER ROLL, 500/ROLL	ROLL		\$	\$ -
CRATE RENTAL (Rental per Month)	MONTHLY		\$	\$ -
MOVEABLE TEMPORARY LIBRARY SHELVES (Typical dimensions: 48" L x 30" W x 60" H)	MONTHLY		\$	\$ -
COMPUTER CART RENTAL (Used for relocating and storing computers)	MONTHLY		\$	\$ -
LARGE GONDOLA RENTAL FOR LIBRARY BOOK MOVES	MONTHLY		\$	\$ -
20' CONTAINER RENTAL	MONTHLY		\$	\$ -
40' CONTAINER RENTAL	MONTHLY		\$	\$ -
20' OR 40' CONTAINER DROP OFF, PICK UP AND LOCK	EA		\$	\$ -
Catalog Discount	%			
	<b>Product Total</b>	\$ -	<b>Grand Total</b>	\$ -

**RE: RFP # MH 207980 - Packing Material and Related Moving Services Items Pricing Matrix**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Submitter's Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS PAGE ALONG WITH THE PRICING  
SUBMITTED MUST BE RETURNED WITH  
THE RFP**

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form B**

**Price Offer Summary Form**

The undersigned duly authorized representative of the Offeror offers to provide the products, services, etc. described elsewhere in this solicitation document for the consideration noted in the response.

Offeror must complete and sign this form to provide response. The ultimate contract is anticipated to be a firm fixed price contract. All prices including, but not limited to, contractor staff costs, travel expenses, hardware/software costs, connecting devices costs, and software customization costs will be included in the contract firm fixed price. Details of the prices are per attached sheets.

**TOTAL Proposed \***                      \$ \_\_\_\_\_

(\* detailed supporting sheets must be attached)

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Fax No.	_____	800 # (if available)	_____
Date:	_____		

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form C**

**Detailed Price Affidavit**

The district requires full disclosure of any/all prices to include any "hidden" or "additional charges". The district will not be liable for hidden costs or additional charges not disclosed.

Description of Cost/Price	Total Cost/Price	Comments

The prices presented on the **PRICE OFFER SUMMARY FORM** and the costs/prices identified on this affidavit are all of the prices required to provide the products, goods, and/or services identified elsewhere in this solicitation document.

Company Name: \_\_\_\_\_ Submitter's Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State and Zip Code: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Submitter's Signature: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Fax No. \_\_\_\_\_ 800 # (if available) \_\_\_\_\_  
 Date: \_\_\_\_\_

## Section II: INSTRUCTIONS AND REQUIREMENTS for OFFER SUBMITTAL

Offeror shall furnish to the district, all such information and data requested by the district to determine the Offeror's qualifications and responsibility. The requested information must be placed on the forms provided or other separate pages where indicated--do not reference other documents. All answers must be complete and stand-alone. Failure to follow directions using the outline below or not using the forms attached may result in the Offeror's Offer being disqualified or not considered for further evaluation.

Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an Offer (bid/proposal) is submitted will be construed by the district to indicate that the Offeror has familiarized itself with existing or future market conditions and agrees to perform in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

Offeror must comply with any insurance, bid bond or liability requirements of District as noted elsewhere in this solicitation document.

Offeror must include pertinent literature/documentation for the proposed products/goods or services.

If Offeror requires a credit application or similar documentation to conduct business with Dallas ISD after award of Contract/Agreement (if any), these documents must be submitted at the time of Offer submission.

In addition to a detailed response to the solicitation, the following forms must be completed, executed, and returned with the Offer:

- Company Information
- Representation and Certification (including CIQ)
- Form CIQ \*
- Certificate of Interested Parties Form 1295 \*
- Felony Conviction Notice
- Subcontractor
- References
- Notification of no Response
- Price Offer Summary
- Detailed Price Affidavit
- Exceptions to Terms, Conditions, and/or Statement of Work
- W-9
- Criminal Background Checks and Badging
- M/WBE Documentation \*\*
- Interlocal Agreement ("Rider") Consent Form
- Antitrust Certification Statement
- EDGAR Certification
- Service/Term Agreement
- Addendum (if applicable)

\* Form CIQ and Form 1295 must be obtained by potential Offerors from the Texas Ethics Commission's website ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)), completed, and returned with Offer.

\*\* **Failure to complete and sign the M/WBE documentation will result in Offeror receiving zero (0) points for the M/WBE criteria.**

## Section III: EVALUATION PROCESS

1. **Overview.** Each Offer received will be analyzed and evaluated by selected District personnel.
  - a. It is the intent of the district to award based on the best value (i.e., price and other factors considered) to the district to the responsive, responsible Offeror as statutes, regulations, policies, and practices allow.
  - b. While award to a single Proposer is envisioned, the district reserves the right, at the district's sole discretion, to make multiple awards, or no award, if determined to be in the district's best interests.
  - c. Non-responsive or disqualified Offers will be not eligible for award consideration. Reasons for being deemed non-responsive or being disqualified include but are not limited to receipt of Offer after date/time posted; failure to sign the Offer; being debarred; and/or excessive exceptions to Statement of Work, Terms and Conditions or Service/Term Agreement.
  
2. **Evaluation Criteria.** In addition to the evaluation criteria noted in the General Terms and Conditions, as part of "any other relevant factors," the district will use the following criteria in the evaluation:

N/A
  
3. **Best Value Incentives.** Consideration will be given to Proposers who include best value incentives or value-adds at no additional cost to the district. These incentives/value-adds must be clearly enumerated in Offeror's response.
  
4. **Discussions.**
  - a. During the evaluation of proposals, discussions may be held with the Offerors that are deemed to be qualified to provide the products, goods, and/or services described elsewhere in this solicitation (i.e., Offerors that are in the competitive range of products, goods, or services offered). Discussions will NOT be conducted for responses to Bids. Discussions may be conducted for responses to Proposals, Offers, or Qualifications; however, the district reserves the right to award (or not award) without conducting discussions; therefore, Offerors are encouraged to provide their best Offer initially and not anticipate discussions to make a better Offer.
  - b. If conducted, discussions will be held via teleconference or at a District location at a time and date to be determined by the district. All associated costs on the behalf of each Offeror will be at Offeror's own expense. Additionally, the selected Offeror(s) may be required to attend the District's Board Briefing and/or Board Meeting, at no additional cost to the district, when the recommendation is submitted for Board of Trustee approval.
  
5. **Demonstrations/Samples.** Demonstration versions or samples of the products/goods or services being offered may be required of the Offerors being deemed in the competitive range during the evaluation process. If required, the demonstration version/sample will be provided per the General Terms and Conditions.
  
6. **Best and Final Offer (BAFO)**
  - a. The district reserves the right to request from the Offeror(s) remaining in the competitive range a BAFO based on one or more components of the initial Offer. The BAFO request may warrant additional discussion.
  - b. Although discussions and BAFOs may take place, Offerors are encouraged to provide their best Offer initially and not anticipate discussions/BAFO to make a better Offer.

## SECTION IV: FORMS TO BE RETURNED WITH OFFER

The following attached forms must be completed and returned with Offer:


X	Form A	Offer Form
X	Form B	Price Offer Summary
X	Form C	Detailed Price Affidavit
X	Form D	Company Information
X	Form E	Representation and Certification
X	Form F	Conflict of Interest (CIQ)
X	Form G	Felony Conviction Notice
X	Form H	Criminal Background Checks and Badging
X	Form I	Subcontractor(s)
X	Form J	References
X	Form K	Notification of No Response
X	Form L	Deviations/Exceptions to Terms, Conditions, and/or Statement of Work
X	Form M	Interlocal Agreement ("Rider") Consent Form
X	Form N	Antitrust Certification Statement
X	Form O	EDGAR Certifications
X		Service/Term Agreement
X		Addendum (if applicable)
X		Certificate of Interested Parties Form 1295*
X		W-9
X		M/WBE Documentation**

\* Form 1295 must be obtained by potential Offerors from the Texas Ethics Commission's website ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)), completed, and returned with Offer.

**\*\* Failure to complete and sign the M/WBE documentation will result in Offeror receiving zero (0) points for the M/WBE criteria.**

The following information is provided to assist in completion of the attached forms:

The **Officers and Board Members of Dallas ISD** are:

Michael Hinojosa	Superintendent
Ben Mackey	Board President
Edwin Flores	Board 1 <sup>st</sup> Vice President
Maxie Johnson	Board 2 <sup>nd</sup> Vice President
Joe Carreon	Board Secretary 
Dustin Marshall	Board Member
Karla Garcia	Board Member
Joyce Foreman	Board Member
Justin Henry	Board Member
Dan Micciche	Board Member

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form D**

**Company Information Form**

Name of firm making Offer:	_____
Address:	_____
City/State/Zip:	_____
E-mail Address:	_____
Telephone:	(        )
Toll free number:	(        )
Fax number:	(        )
Point of contact:	_____
Business days/hours:	_____
No. years in business under this name:	_____
No. years at present location:	_____
No. personnel (non-clerical) employed:	_____
No. of clerical personnel employed:	_____
Bank Reference Contact:	_____
Bank Reference Phone Number:	_____

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Fax No.	_____	800 # (if available)	_____
Date:	_____		

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form E**

**REPRESENTATION AND CERTIFICATION**

By submitting this Offer, the Offeror certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

1. Represents that to the best of its knowledge it is not indebted to the district. **Indebtedness** to the District shall be basis for non-award and/or cancellation and/or termination of any award.
2. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "**Debarment and Suspension.**"
3. Texas Education Code, Subchapter B, Section 44.034, "**Notification of Criminal History**", reads as follows: Subsection (a) a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/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." Pursuant to Subsection (c) this section does not apply to a publicly held corporation.
  1.      My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
  2.      My firm is not owned nor operated by anyone who has been convicted of a felony.
  3.      My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

**Name of Felon(s):** \_\_\_\_\_  
**Details of Conviction(s):** \_\_\_\_\_

4. "**Non-Collusion Statement**" and "**Anti-Lobbying Certification**": "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the District's Board of Trustees between bid/proposal submission date and award by the Board.

5. The district promotes, to the maximum extent allowed by law, participation by **economically disadvantaged business enterprises** in all District competitive procurement. Are you a qualified economically disadvantaged business enterprise, historically underutilized business, or minority/women owned business enterprise?  
**(Check one)**             Yes             No

**Type of Certification:** \_\_\_\_\_  
**Issued by:** \_\_\_\_\_ **Date of Issue:** \_\_\_\_\_  
**Please attach proof of certification to this submittal.**        **Certified by:** \_\_\_\_\_

6. "**Conflict of Interest**": No officer, agent, or stockholder of the Offeror is a member of the staff or related to any employee of the district except as noted herein:

\_\_\_\_\_  
Texas Statute enacts disclosure requirements if certain school officials or family members receive a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over a twelve-month period that the district is considering or has awarded a contract for the sale or purchase of property, goods, or services. Has your firm, parent firm, subsidiary, and/or affiliate provided a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over a twelve-month period to any District official, administrator, and/or Board member?         Yes         No  
If yes, explain (the gift, name of individual receiving gift, date gift was provided, etc.). \_\_\_\_\_

**(COMPLETE THE ATTACHED QUESTIONNAIRE FORM)**

7. Offeror agrees to the attached "**General Terms and Conditions**" and any "**Special Terms and Conditions**" (if applicable) of this solicitation and in case of conflict with other documents provided by Offeror, these General and/or Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.
8. "**Insurance, Bonds**": Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. The district may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Offeror must notify the district entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

9. **"Workers Compensation"**: Offeror acknowledges that the District will NOT provide Workers Compensation coverage to the Offeror and Offeror represents to the District that all employees, subcontractors, agents, representatives, etc. of the Offeror who will provide products, goods, or services to the District will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance's Self-Insurance Regulation Section. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
10. **"Criminal Background Checks/Searches"**: Offeror represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with the General Terms and Conditions (Criminal Background Check) and "Instructions to School District Contractors Regarding Criminal History Background Searches Under Texas Education Code (TEC) 22.0834" (attached).
11. **"No Boycott of Israel"**. For contracts with companies that have more than 10 full-time employees and when the contract is for more than \$100,000, Offeror certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any contractual arrangement with Dallas ISD. For purposes of any contractual arrangement with Dallas ISD, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
12. **"Prohibition of Contracts Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations"**. Offeror certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
13. **"Transactions with an Abortion Provider or Affiliate"**. Offeror certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas Senate Bill 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Offeror, Agreement and/or taxpayer resource transaction is voidable by Dallas ISD and Offeror agrees to defend and indemnify Dallas ISD against any action brought by the Office of the Attorney General for a violation of Section 2272.003.

I, the undersigned officer, or authorized agent for the firm named below, certify that the information provided herein has been reviewed by me and is true to the best of my knowledge.

Company Name: _____	Submitter's Name/Title: _____
Address: _____	City, State and Zip Code: _____
Email Address: _____	
Submitter's Signature: _____	Telephone No. _____
Fax No. _____	800 # (if available) _____
Date: _____	

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH FIRM'S OFFER.**

Form D  
Notice to Offerors  
Conflict of Interest Disclosure Statements  
Texas Local Government Code, Chapter 176

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

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

Disclosure is required from Offerors regarding each affiliation or business relationship between the Offeror and:

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

**If a conflict exists, forms must be filed:**

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

Officers of the Dallas Independent School District are:

Lance Currie (District 1)  
Sarah Weinberg (District 2)  
Dan Micciche (District 3)  
Prisma Garcia (District 4)  
Byron Sanders (District 5)  
Joyce Foreman (District 6)  
Ben Mackey (District 7)  
Joe Carreon (District 8)  
Ed Turner (District 9)  
Stephanie Elizalde, Superintendent of  
Schools

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

If you are required to file, send the completed form to Dallas Independent School District, Procurement Services Department, 9400 North Central Expressway Suite 1510, Dallas, Texas 75231

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form G**

**Dallas ISD, 9400 North Central Expressway, Dallas TX 75231**

**FELONY CONVICTION NOTICE**

The specific statutory language for notification of criminal history by a contractor is located in the Texas Education Code, Section 44.034. The following is the statutory language:

**STATUTORY LANGUAGE - FELONY CONVICTION NOTIFICATION**

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. (b) 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. (c) This section does not apply to a publicly held corporation.

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

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.

- A.  My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
- B.  My firm is not owned nor operated by anyone who has been convicted of a felony:
- C.  My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

Company Name: _____	Submitter's Name/Title: _____
Address: _____	City, State and Zip Code: _____
Email Address: _____	
Submitter's Signature: _____	Telephone No. _____
Fax No. _____	800 # (if available) _____
Date: _____	

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form H**

**IDENTIFICATION BADGE(S)**

1. Identification Badge: Offeror's employees, agents, and consultants and subcontractors, subject to the criminal history record review requirement shall be identified by a photographic identification badge.
2. 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.
3. Pursuant to Dallas ISD's Board Policy CJA (LOCAL) Purchasing and Acquisition:

All contracts must comply with the requirements for criminal background checks. All vendors 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 if the district determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction.

4. The above requirement is required for all suppliers who will provide a service to Dallas ISD and will be on District property. The background checks and badges must be done through the supplier's company or the district's third-party provider, Field Control Analytics at [www.fcbackground.com/clientsignup](http://www.fcbackground.com/clientsignup) using project code: VENDISD15 or be issued by the supplier's company.

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Fax No.	_____	800 # (if available)	_____
Date:	_____		

**Instructions to School District Contractors  
Regarding Criminal History Background Searches  
Under Texas Education Code (TEC), Chapter 22**

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

Access and Dissemination Bureau  
Texas Department of Public Safety  
Crime Records Service  
P. O. Box 149322  
Austin, Texas 78714-9322

Email: [FACT@txdps.state.tx.us](mailto:FACT@txdps.state.tx.us)  
Phone: (512) 424-2365

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

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

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

**PLEASE NOTE:** After the Company signs the DPS User Agreement for FACT, DPS will provide the Company with a revised **FAST Fingerprint Pass** that Company will have to provide to its employees and applicants. Company's employees and applicants will use that **FAST Fingerprint Pass** when scheduling their FAST fingerprinting.

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Fax No.	_____	800 # (if available)	_____
Date:	_____		

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form I**

**SUBCONTRACTOR FORM**

Undersigned shall employ, subject to the district's approval, the following subcontractor for the products, goods, and/or services offered. One (1) form must be provided for each, and every subcontractor employed. The prime Offeror shall bear the sole responsibility for the successful completion of work performed by the below listed third party provider(s). **Indicate whether subcontractor is a Woman (W) or Minority (M) Owned Business Enterprise (BE).**

Service provided by subcontractor:	
Name of subcontractor:	
Address:	
City/State/Zip:	
Telephone:	
Fax Number:	
E-Mail Address:	
Point of Contact:	
Business Days/Hours:	
No. Years in Business Under this Name:	
No. Years at Location Listed:	
No. Personnel (non-clerical) Employed:	
No. of clerical Personnel Employed:	
Please indicate if a Woman (W) or Minority (M) Owned Business Enterprise (BE):	

Company Name: _____	Submitter's Name/Title: _____
Address: _____	City, State and Zip Code: _____
Email Address: _____	
Submitter's Signature: _____	Telephone No. _____
Fax No. _____	800 # (if available) _____
Date: _____	

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form J**

**REFERENCES**

Proposer must submit a list of at least three (3) non-Dallas ISD references for whom the Offeror has provided substantially similar products, goods, and/or services. Educational and governmental agencies are preferred. Failure to provide applicable reference may cause proposal to be considered non-responsive.

1. Company Address	_____
Point of Contact	_____
Phone Number	_____
Email Address	_____
Length of Relationship	_____
2. Company Address	_____
Point of Contact	_____
Phone Number	_____
Email Address	_____
Length of Relationship	_____
3. Company Address	_____
Point of Contact	_____
Phone Number	_____
Email Address	_____
Length of Relationship	_____

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Fax No.	_____	800 # (if available)	_____
Date:	_____		

# NOTIFICATION OF NO RESPONSE

Form K

RFP MH 207980- Moving Services for Districtwide Use.

Dallas ISD  
9400 North Central Expressway, Suite 800  
Dallas, Texas 75231

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

Michelle Herrera  
(at the above address)

Dallas ISD would appreciate receiving this notification to better utilize our resources in corresponding with potential Offerors throughout the solicitation process.

After a review of **RFP #MH 207980 - Moving Services**, it was decided that there would not be a response to the request for proposal. The decision is based upon one or more reasons checked below.

1. Unable to meet specifications for (check all that apply):

Offeror qualifications \_\_\_\_\_  
Insurance Coverage required \_\_\_\_\_  
Timeline \_\_\_\_\_

2. Unable to utilize desired markets \_\_\_\_\_

3. Able to, but just prefer not to respond \_\_\_\_\_

4. Other: \_\_\_\_\_

Please explain \_\_\_\_\_

Any elaboration to the above would be most appreciated. Dallas ISD wants to receive feedback to consider for future solicitations. Please use the space below to share your comments.

---

---

---

\_\_\_\_\_  
**Company (Print)**

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
**Phone Fax**

\_\_\_\_\_  
**Signature in ink**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name & Title of Signature**

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form L**

**Deviations/Exceptions to Terms, Conditions, and/or Statement of Work**

Deviations may result in a response being deemed nonresponsive. The Dallas ISD reserves the right to consider minor deviations. The following provisions are prohibited and are non-negotiable: Indemnification by the District of a vendor or supplier, arbitration, automatic renewals, venue outside of Dallas County, Texas and governing state law that is not listed as Texas. If the Offeror desires any exception/deviation from that prescribed in the scope of work, terms and conditions, or any other portion of the solicitation document, these exceptions/deviations will be clearly noted below. Offeror will provide reference to the particular page, paragraph, and sentence and provide Offeror's changes to the page, paragraph, and sentence.

The district reserves the right to determine the responsiveness, acceptable level, and best value of any such deviation.

Offeror requests the following exceptions/deviations to the solicitation's terms, conditions, and/or statement of work:

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

No exceptions/deviations taken.

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Fax No.	_____	800 # (if available)	_____
Date:	_____		

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form M**

**INTERLOCAL AGREEMENT ("Rider") CONSENT FORM**

Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If Vendor chooses "YES" to allow EPCNT member to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than Dallas Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Dallas Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A list of current members is available at <http://www.epcnt.com>. If "NO" is selected, there is no adverse impact on the evaluation of Offeror's proposal to Dallas ISD.

1. **INTERLOCAL AGREEMENT CLAUSE:** With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public-school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.
  
2. **AUTHORITY:** EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.
  
3. **DUTIES OF THE MEMBERS:** The members agree to undertake the following, from time to time, as may be appropriate:
  - a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
  - b. Make available specifications, documents, software, procedures, and related items in connection with bidding and purchasing processes.
  - c. Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
  - d. Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.
  
4. **PURCHASING AUTHORITY:**
  - a. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
  - b. The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third-party agreements for the purchase of products and services.
  - c. The EPCNT shall be governed by the laws of the State of Texas respecting independent school districts.
  
5. **AGREEMENT CONSENT ACKNOWLEDGEMENT:** Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?  
 YES                       NO

Company Name: _____	Submitter's Name/Title: _____
Address: _____	City, State and Zip Code: _____
Email Address: _____	
Submitter's Signature: _____	Telephone No. _____
Fax No. _____	800 # (if available) _____
Date: _____	

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

**Form N**

**DALLAS INDEPENDENT SCHOOL DISTRICT**  
**ANTITRUST CERTIFICATION STATEMENT**  
**(Tex. Government Code § 2155.005)**

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

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

Company Name:	_____	Submitter's Name/Title:	_____
Address:	_____	City, State and Zip Code:	_____
Email Address:	_____		
Submitter's Signature:	_____	Telephone No.	_____
Fax No.	_____	800 # (if available)	_____
Date:	_____		

## Section V: General Terms and Conditions

These General Terms and Conditions govern the relationship between the District and Offeror and are hereby made part of the Agreement/Contract between the parties. "Offeror" refers to the firm/company submitting a response to a solicitation by the district. After acceptance of the Offer and a resulting Contract, "Offeror" will become synonymous with "Vendor", "Contractor", "Provider", or similar title. "Offer" refers to a response to a solicitation for an Offer—i.e., "Bid" for an IFB/RFB; "Proposal" for RFP/RFQ; or "Offer" for RFO.

The district is **exempt from Texas State and Local Sales Tax and Federal Excise Tax** in accordance with Article 20.04 (F) 3, Chapter 20, Title 122a, Taxation, General, RCS, 1925, as amended by the 57<sup>th</sup> Legislature, first Called Session, 1961 – DO NOT INCLUDE TAX IN BIDS OR PROPOSALS OR CONTRACTS.

The district is afforded a degree of **sovereign immunity** under various statutes. The district does not intend to surrender or reduce any of its sovereign or contractual rights provided under Federal and/or Texas statute(s) and any attempt at any time during the Contract process, or Contract effective dates, by the Offeror or any third-party to do so is null and void.

The district is an equal opportunity educational provider and employer and does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation, gender expression, gender identity 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 Policies not to discriminate in such a manner. (Not all prohibited bases apply to all programs).

1. **The following subparagraphs apply generally to solicitations, responses to solicitations (i.e., Offers), evaluation, and Contract award; however, remedies, representations, and performance-type requirements apply during Contract performance:**
  - a. **SUBMISSION OF OFFER.** Submission of a response to an RFP, IFB, RFO, or similar solicitation document shall be considered as the representation that the Offeror has carefully read all aspects of the solicitation document and has investigated all past, present, and required conditions, including material and labor markets, of the goods or services being offered in the solicitation and freely submits an Offer. Failure of Offeror to examine the specifications, standard provisions, and/or all instructions will be at Offeror's risk.
  - b. **RESPONSIVENESS.** It is the Offeror's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions may result in Offeror being declared "non-responsive" and being disqualified from further consideration.
  - c. **SEALED SUBMISSION OF OFFER.** Offeror should submit its Offer in a sealed envelope, plainly marked with Offeror's name, Bid/Proposal number, receipt/opening date, and time. Offers may be mailed or delivered; however, the Offers should be in an envelope as noted above regardless of delivery method.
  - d. **LATE SUBMISSION.** Offers received after the time and date specified will **not** be accepted. Offers must be submitted in sufficient time to be received and time-stamped at the Procurement Services Department on or before the Offer Receipt/Opening Time and Date. The district will not be responsible for delivering mail from the post office.
  - e. **SIGNATURE BLOCK.** Offers received without proper signature will **not** be accepted. Signatures of the Parties transmitted by facsimile, pdf or other electronic means shall be deemed to be their original signatures for all purposes.
  - f. **FACSIMILE (FAX) OFFERS.** Facsimile (fax) bids/proposals will **not** be accepted unless otherwise noted elsewhere in the solicitation.
  - g. **PRICES/COMMENTS IN INK AND UNIT PRICE EXTENSIONS.** All prices and comments must be typed or written in ink. Offers written in pencil will **not** be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Offeror. Unit prices should include the extended prices. The unit price will prevail in resolution of mathematical errors in the extended price or the total. Offeror must submit prices and other information required in the proper spaces on the offer forms provided. Deviation may result in disqualification of the Offer.
  - h. **ESTIMATE OF REQUIREMENT.** The quantities stated elsewhere in the solicitation documents (IFB, RFP, RFO, etc.) are an estimate of use ONLY unless clearly stated in the Statement of Work. The district makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract unless stated in the Statement of Work. Specific quantities will be noted on subsequent Purchase/Delivery Orders or equivalent document issued under this Contract. If the District's requirements do not result in orders in the quantities described as "estimated" in the minimum specifications, that fact shall not constitute the basis for an equitable price adjustment. The district is not required to purchase requirements in excess of the estimated quantity on any item from the Offeror.
  - i. **DISCOUNT PURCHASES.** If solicitation is for discount purchases instead of fixed prices, zero (0) percent discounts will generally not be considered for contract award. The district may select 3 to 5 of the most qualified/responsive submissions offering the most competitive pricing. Offerors must submit a catalog or price list, if applicable, with the Offer for evaluation purposes. Failure to submit a catalog may result in disqualification. Contracts/Agreements shall be awarded to the Offerors, as determined by the district, offering the most competitive pricing based upon a comparative analysis of each Offeror's manufacturer/catalog pricing.
  - j. **IDENTICAL OFFERS.** In the event identical Offers (i.e., tied "bids") are received, based on the best value, responsible, responsive Offer

price, and other factors considered, the Dallas ISD will select one Offeror as the successful Offeror. If one of the Offerors submitting the identical proposal is a resident of the district, that Offeror shall be selected. If two or more such Offerors are residents of the district, one shall be selected by the casting of lots. In all other cases, one of the identical Offers shall be selected by casting of lots.

- k. **CONTRACT RIDERS.** All School Districts, with a Board approved inter-local agreement with the district expressing an interest in riding the contract resulting from this solicitation may do so with written notification. Please indicate if contract pricing and terms will NOT be extended to these districts. The district may assess a nominal administrative fee to the interested parties upon request. District assumes no responsibility in the evaluation and award of any contract that result from this rider. Any contract resulting from this rider is strictly between the individual School Districts and the Offeror.
- l. **ACKNOWLEDGEMENT OF AMENDMENTS/ADDENDA.** Changes to the solicitation document (IFB, RFP, RFO, etc.), statement of work, specifications, or similar substantial changes, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed Offer and with any other addendum at the time and date of the solicitation opening or prior to that time. If the addendum **is not returned**, the Offer **may be** disqualified.
- m. **ALTERNATIVE BIDS.** This subparagraph is specific to a "Bid" (i.e., an Offer to an IFB or RFB). No alternate Bid will be accepted, unless otherwise stated in the solicitation. Submission of an alternate or taking exceptions to the IFB/RFB (including, but not limited to, the Statement of Work; Specifications; and General Terms and Conditions) may result in the Offer being declared "non-responsive" and not being further considered for award.
- n. **CHANGES IN NAME, ADDRESS, OR PHONE NUMBER.** Offerors are solely responsible for notifying the District's Procurement Services Department of any changes, in writing, to the company's name, address and telephone number. If an Offeror fails to notify the district of any changes in their contact information, the Offeror may be suspended from transacting business with the district until the changes have been made.
- o. **SUBSTITUTIONS.** The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless **"NO SUBSTITUTE"** is specified; however, the determination of an acceptable "substitute" is at the sole discretion of the district. No substitutions or cancellations are permitted after award without written approval by the District's Purchasing Executive Director or equivalent position.
- p. **BRAND NAME OR EQUAL.** The use of brand/models in the solicitation document (IFB, RFP, RFO, etc.) is to establish a standard of quality, workmanship, performance, etc. Offerors may bid/propose brands/models they deem equivalent or equal to those shown on the bid/proposal. The burden of proof of equivalency or "Equal or" is upon the Offeror; however, the final determination of "Equal" is at the sole discretion of the district. For line items, the Offeror must specify make or model or each line item, even if offering the brand specified. DO NOT state "As Specified" or "Equal" rather clearly and completely list the brand/make/model. Offeror (s) submitting brands or models other than those specified may be requested to furnish samples, at Offeror's expense, of their offerings for evaluation by the district. These samples will generally NOT be returned and may be destroyed or consumed in testing/evaluation.
- q. **DEMONSTRATIONS/SAMPLES.** In order for the district to determine an acceptable "substitute" or to determine "as equal" for "brand name or equal", a demonstration or sample of the products/goods may be requested.
  - (1) Offeror shall provide the demonstration version or sample at no cost to the district. Offeror shall bear all expenses for transportation, installation, removal, operational supplies, and repair parts of the demonstration/sample.
  - (2) Offeror understands that this evaluation is without monetary consideration for the use of the equipment. It is for evaluation only and does not obligate the district to purchase the products or goods at the present or any future time.
  - (3) The district agrees to use the demonstration version/sample for evaluation only and to use the product/good in an environment and under circumstances substantially consistent with the product's/good's design and intended use. The district agrees to provide reasonable care and safeguard of the demonstration version/sample while it is in the district's possession; however, Offeror acknowledges that the demonstration version/sample may be damaged/consumed/destroyed during the evaluation. Offeror understands that the results of the evaluation may not be used as an endorsement by the district or for promotional purposes using the district's name, logo, or other identifying information.
  - (4) Offeror will indemnify, save harmless and defend the District from and against any and all claims, actions, debts, liabilities, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to the demonstration version/sample, or injuries to, or death of any and all persons whatsoever, in any manner caused by or attributed to Offeror or Offeror's agents, servants, representatives, consultants, or employees while in the District's possession or attributed to the failure or malfunction of the demonstration version/sample provided by the Offeror during the District's use, test, or evaluation of the demonstration version/sample.
- r. **FACILITY MODIFICATIONS.** If any part of the Offer will necessitate any existing facility modifications including, but not limited to, the removal or relocation of any physical elements, the Offeror shall provide a detail list of every modification necessary and associated cost to address each item. Further, if there is an increase of existing electrical, plumbing, or mechanical load(s) to the existing facility that will necessitate additional electrical outlets, water sewer, air conditioning, etc., the Offeror shall provide a comprehensive list of such, the necessary details and associate cost to address such item. The Offeror shall comply with all applicable codes, regulations, statutes.
- s. **INFORMALITIES AND IRREGULARITIES.** The district reserves the right to waive minor irregularities and/or informalities and to accept or reject any bids/proposals in whole or in part or to negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that the action is in the best interest of the district. The Purchasing Director shall reject the Offer of the Offeror who is deemed non-responsive. The unreasonable failure of an Offeror to promptly provide information with respect to

responsibility may be grounds for a determination of non-responsibility.

- t. **OFFER WITHDRAWAL.** An Offeror may withdraw its Offer upon written request at any time prior to the receipt/opening date and time. "Bids" cannot be amended or altered, except to correct price extension errors, after the opening date and time; however, "Proposals" or "Offers" may be amended or altered IF the District initiates discussions.
- u. **NO CONTACT PERIOD.** The district has District Policies in place that prohibit Offerors from contacting individual Board members and other District personnel during certain periods during the procurement process and/or during contract performance. This includes, but is not limited to, contacting Board members by telephone, email, facsimile, text message, social media, or other communication methods. Essentially, from the date of issue of a solicitation document until date of award, Offerors **may only** have contact with the District's Procurement Services and Legal Services personnel. Offerors should refer to Board Policies, including but not limited to Board Policy CHE. Violations may result in disqualification, being deemed non-responsive, and/or other actions.
- v. **PROHIBITION AS SUBCONTRACTORS.** No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
- w. **PUBLIC INFORMATION ACT.** Offeror agrees and acknowledges that any and all documents submitted in response to solicitations or incorporated into a Contract/Agreement are subject to disclosure under the Texas Public Information Act. Offeror acknowledges that, if a request for records is received by the district, he/she has the responsibility to brief the Attorney General's Office on why certain Offeror documents identified as confidential and/or proprietary fall within an exception to public disclosure.
- x. **PROPRIETARY INFORMATION.** Offeror must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation, and District policy.
- y. **DISCOUNTS.** Offerors are encouraged to offer discounts for quantity buys, timeliness of buys, and/or prompt payment incentives as "value-adds". The conditions for earning the discount may be indicated by the item being offered or by submitting a separate page with the information. These discounts may be considered in determining the low Offer and will be part of any contract issued.
- z. **ECONOMIC PRICE ADJUSTMENT (EPA).** Offeror may include an EPA (price increase or decrease) in its Offer; however, the offered price increases are to be capped by the appropriate Consumer Price Index (CPI) or Producer Price Index (PPI) that should be identified by the Offeror. EPA price increases are not automatic, are not cumulative, and must be justified by the Offeror, in writing, and may be contingent upon District approval. The district reserves the right to terminate a Contract, without prejudice to the district, if a proposed price increase is not reasonable as determined by the sole discretion of the district.
- aa. **COMPETITION INTENDED.** It is the district's intent to maximize competition for all solicitations. It shall be the Offeror's responsibility to advise the District's Executive Director for Procurement Services, in writing, if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received not later than five (5) days prior to the date set for receipt/opening.
- bb. **OFFEROR'S EXPERTISE.** By submitting an Offer and/or accepting a purchase/delivery order, Offeror represents that he/she is knowledgeable in the goods or services being offered including historical, current, and future market conditions and that the district can rely on this representation. Offerors will deliver products, goods, and services per specifications.
- cc. **SOLICITATION DOCUMENT PART OF CONTRACT.** The contents of the Offer submitted by the successful Offeror, solicitation document, and General Terms and Conditions will become part of any Contract awarded. The successful Offeror will be expected to perform and honor a Contract awarded by the district as a result of Offeror's Offer.
- dd. **F.O.B. DESTINATION (FREE ON BOARD).** F.O.B. destination for all competitive Offers is the district's standard for Offers and inside delivery.
- ee. **RECEIPT AND OPENING OF OFFERS.** (1) Bids (i.e., Offers from IFBs/RFBs) will be publicly opened, Offerors identified, and prices read aloud immediately following the Receipt/Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs, RFOs, and RFQs) will be opened by the district in a non-public forum. Names of Offerors and prices will NOT be disclosed until after evaluation and award. (3) All Offers received in response to solicitation documents (IFBs, RFPs, RFOs, RFQs, etc.) will be forwarded to an applicable Evaluation Committee for evaluation and recommendation.
- ff. **NON-CONFORMING TERMS AND CONDITIONS.** Offerors submitting a non-conforming response or an Offer that includes corporate forms, brochures, or sample contract forms that do not conform to the solicitation document may be requested to withdraw non-conforming terms and conditions that do not affect the price, quality, or delivery of goods/services. If the response is to an RFB/IFB AND price, quality or delivery is affected, the Offer will be deemed "non-responsive" and will not be considered for further evaluation and/or award.
- gg. **OFFEROR DOCUMENTATION.** The Offeror's "binder", cover letter, and/or standard statement of work template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW) of the District's solicitation document (RFP, IFB, RFO, RFQ, etc.) take precedence unless Offeror's deviations/exceptions are specifically identified in a separate

document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") that is executed by Offeror and the District's Purchasing Executive Director and included as an attachment/addendum to the Contract.

- hh. **EXCEPTIONS FROM TERMS, CONDITIONS, and/or SCOPE OF WORK.** If there is any proposed exception from that prescribed in the scope of work/services, the appropriate line in the scope of work/services shall be ruled out and the exception clearly stated or the exception clearly and completely noted on the Exceptions to Terms, Conditions, and/or Statement of Work Form. The district reserves the right to determine the responsiveness of any such deviation. If the District determines any such deviation is unacceptable, the Offer may be deemed "non-responsive" and not be considered for further evaluation and/or award. The district's determination of non-responsive is at the district's sole discretion and is not subject to dispute.
- ii. **DEBARMENT.** By submitting a proposal, the Offeror certifies that it is not currently listed as debarred on the Texas Comptroller's website, by the district, or similar State/Federal Agency.
- jj. **SUBCONTRACTORS.** Offeror shall include a list of all subcontractors anticipated to be used in fulfilling the Offer. Offeror shall also include a statement of the Subcontractor's qualifications. The district reserves the right to reject the Offeror's selection of any or all Subcontractors.
- kk. **USE OF FORMER DISTRICT EMPLOYEES.** Offeror will comply with current Board Policies impacting on Offeror using former District employees in any capacity on a Contract/Agreement with District. Essentially, former District superintendents, assistant/deputy superintendents, chiefs, executive directors, and directors (or equivalent) cannot be used for a period of two years after leaving the district. Other former District personnel cannot be used for eighteen months on any Contract/Agreement with the District.
- ll. **EXPENSES INCURRED IN OFFER PREPARATION.** The district will not be liable in any way for any costs incurred by any Offeror in the preparation of its Offer, nor for the presentation of its Offer and/or participation in any discussions and/or negotiations.
- mm. **REQUIREMENT FOR INTERPRETATION.** Requests by the District's Purchasing staff for clarification of Offers shall be in writing unless the clarification does not impact on price, delivery, quality, or a specific portion of the Statement of Work. Applicable requests shall not alter the Offeror's pricing information contained in its price proposal.
- nn. **TAXES.** Because fiscal responsibility is an evaluation criterion, in the event that an Offeror is, or subsequently becomes, delinquent in the payment of school ad valorem taxes, such fact may be grounds for rejection of the Offer, or if already awarded the Contract/Agreement, for termination of the contract without prejudice to the district. However, the District reserves the right to deduct any amounts owed for delinquent taxes from pending payments that the district may owe to the Offeror as a result of such Contract.
- oo. **PAYMENT OF TAXES.** All Offerors located or owning property in Dallas County shall assure that all real and personal property taxes are paid. The district will verify payment of all real and personal property taxes due by the Offeror prior to award of any contract award or renewal.
- pp. **INDEPENDENT CONTRACTOR RELATIONSHIP.** In any resulting contract/agreement, Offeror is being engaged as an independent contractor and the district will have no responsibility or obligation to provide transportation, insurance, workers' compensation, or employee benefits normally associated with employee status. Offeror covenants and agrees to conduct itself consistent with independent contractor status and that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the district. Offeror will disclose any relationship that could be construed as a conflict of interest or potential conflict of interest or prejudice the independent relationship of the District and the Offeror.
- qq. **RELIANCE ON OFFEROR ASSURANCES.** In the performance of the services hereunder, Offeror represents that it, its owner, and employees have all licenses and permits to (if required) work in the state of Texas and that Offeror is a business either fully incorporated in the state of Texas or recognized and allowed to operate in the state of Texas. Offeror represents that it, its owner, and employees have the knowledge, abilities, skills, and resources to provide the technical assistance and support services specified in this agreement as required by the district. Further, Offeror represents that it has the competence and qualifications to render such services with little or no guidance from the district and has experience in providing said goods, products, commodities, and/or services and in reliance on such assurances, the district may enter into an agreement with the Offeror. Offeror shall comply with all applicable federal, state, and local laws, executive regulations, and orders.
- rr. **EVALUATION CRITERIA.** In awarding a Contract, Offers may be evaluated on: the purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and vendor's references, record for fiscal and contracting responsibility, knowledge of the product/good/service and any other relevant factor specifically listed in the solicitation "Other relevant factors" are identified elsewhere in the solicitation. Quality and suitability of the product and not price alone shall be considered in the acceptance of Offers.
- ss. **ACTIONS REGARDING OFFERS TO SOLICITATIONS/CONTRACTS.** The district expressly reserves the right, without prejudice, to:
  - (1) Reject or cancel any or all proposals.
  - (2) Waive any defect, irregularity, or informality in any response to a solicitation procedure allowed by statute or policy.
  - (3) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower, and the overall function is not impaired.
  - (4) Reissue solicitation (i.e., RFP/IFB/RFO/RFQ).

- (5) Consider and accept an alternate proposal as provided herein when most advantageous to the District.
  - (6) The district has the right to cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
  - (7) Procure any item or services by other means to meet time-sensitive requirements.
- tt. **OUT OF STATE OFFERORS.** The "Reciprocity Rule" applies. Offerors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an Offer with an entity of the State of Texas.
- uu. **WARRANTY.** The products, goods, or services furnished under this Contract shall be covered by the most favorable commercial warranties available to any customer for same or similar products, goods, or services.
- vv. **ENVIRONMENT OF DISTRICT.** The district is a tobacco-free, drug-free, weapon-free, and alcohol-free environment. It is the responsibility of the Offeror to ensure that Offeror's employees, agents, subcontractors, etc. are not under the influence and/or possession of drugs, tobacco, alcohol, or weapons. If an employee, agent, subcontractor, etc. of Offeror is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Offeror will be notified at once by the district that the individual(s) must be immediately restricted from all District campuses/departments. Repeated offenses by Offeror could result in Contract termination for default.
- ww. **FIRM PRICE OFFER PERIOD.** Offer pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the receipt/opening date to allow time for the district to evaluate, accept, and/or reject Offers.
- xx. **AWARD TO MULTIPLE VENDORS.** The district reserve the right to award to a single vendor or multiple vendors i.e., primary, secondary, and tertiary suppliers, etc. The Contract is not exclusive to one Offeror unless so stated in the Statement of Work, or Offeror states "all or none" in its response/Offer and Offer is accepted by District.
- yy. **ACCEPTANCE BY DISTRICT.** No award of Contract shall be valid, and no contract is created or binding, until the Offer has been accepted by the district's appropriate approval authority.
- zz. **VENDOR FILE UPDATE BY OFFEROR.** Within seven (7) working days of notification of award of Contract/Agreement, Offeror must update the vendor information in District's i-Supplier data base. Failure to update the i-Supplier data base may result in termination of Contract/Agreement for default.
- aaa. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** Contract Documents are the documents that comprise the basis of contractual agreement between the district and the successful Offeror. In the simplest contracts, Contract Documents include the district's solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror's response to the solicitation document; and the notice of award or acceptance by the district. In more complex contracts, Contract Documents may be identified in the District's notice of award or acceptance and may include the District's solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror's response to the solicitation document; the District's request for Best and Final Offer (BAFO); the Offeror's response to the BAFO; any other documents impacting on the Agreement as deemed necessary by the District; and the notice of award or acceptance by the District.
- (a) Offeror will ensure the district's terms and conditions, statement of work, and Contract Documents order of precedence flow-down to Offeror's subcontractors, agents, and/or third-party business "partners".
  - (b) Regardless of the documents comprising the Contract Documents, the District's solicitation document (to include the Statement of Work (SOW) and Terms and Conditions) take precedence over other Contract Documents (regardless of date) unless specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") executed by Offeror and the District's authorized signator and included as an attachment/addendum to the Contract. Phrases imbedded in supporting documents submitted in response to a solicitation document that attempt to limit, change, restrict, or replace the precedence over the District's solicitation document may be declared null and void by the District unless such "changes" are specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") executed by Offeror and the District's authorized signator and included as an attachment/addendum to the Contract.
  - (c) After contract award, the successful Offeror, its sub-contractors and/or other third-parties to the Contract may provide additional information and/or documentation to facilitate accomplishment of the Contract's SOW in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially imbedded comments or general references terms, conditions, SOW) do not change nor replace existing Contract language nor do they supersede or change precedence of the Contract Documents unless specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") executed by Offeror and the District's authorized signator and included as an attachment/addendum to the Contract. Any attempt by the Offeror and/or its subcontractors, agents, third parties, etc. to submit or introduce documents that supersede or take precedence over the Contract Documents may be declared null and void by the district.
  - (d) Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, work flow charts, templates, third-party documents, end-user license agreements, "shrink-wrap" and/or "click-wrap" licenses, etc. may be used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents unless specifically identified in a separate document (substantially titled "Exceptions to Terms, Condition, and/or SOW") that is executed by Offeror and the District's authorized signator and included as an attachment/addendum to the Contract.
- bbb. Dallas ISD Agreement – The District's service/term agreement is attached to the solicitation document. Offerors should review and execute

the agreement and return with Offeror's response. The Agreement is not binding unless and until the Board approves the award (if required) and the authorized District official executes the agreement.

2. **PROTEST and/or APPEAL PROCESS.** A protest shall be in writing and shall be filed with the District's Chief Financial Officer (CFO). A protest of a solicitation shall be received by the CFO before the receipt/opening date. A protest of a proposed award or of an award or notice of termination or default shall be filed within ten (10) working days after the protester knows or should have known the basis of the protest. A protest received after the ten (10) working day period will not be considered and will be returned. A protest must include:
  - a. The name, address, and telephone number of the protestor.
  - b. The signature of the protestor or its representative.
  - c. Identification of the solicitation or contract number.
  - d. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
  - e. The form of relief requested.

The CFO will respond to all protests not later than ten (10) working days of receipt. Offerors are reminded that the restricted contact period requirements remain applicable,

3. **OFFICIAL CORRESPONDENCE.** All official Contract related correspondence must be mailed to the District's Executive Director for Procurement Services and/or the District's Director for Contracts Management as noted on the cover page of the solicitation document.
4. **PURCHASE ORDERS/DELIVERY ORDERS.** A Purchase Order serving as a Delivery Order will be issued after award of a Contract and will cite the IFB/RFP/RFO/RFQ number, a brief explanation of the goods and/or services being purchased under the Contract and required delivery dates of deliverables under the Contract. The terms and conditions of the applicable IFB/RFP/RFO/RFQ take precedence over the General Terms and Conditions associated with a "normal" Purchase Order. The purchase order/delivery order also serves as the tracking document to facilitate payments; therefore, the successful vendor **shall not** begin work/services or deliver merchandise without a signed purchased order/delivery order. Successful Offeror must be willing to accept the District's Purchase Orders as Delivery Orders for the duration of the contract term. Any Purchase/Delivery Order issued during the effective period of this Contract, and not completed within the effective period of the Contract, will be completed by the Offeror under the terms and conditions of this Contract.
5. **DISPUTES.** Any controversy, dispute, or claim arising out of this Agreement will be attempted to be resolved by discussions between the parties. If discussions do not result in resolution, a discussion between an officer of Offeror (or a designated representative of an officer) and the District's Executive Director of Procurement Services (or designated representative) will attempt to resolve the controversy, dispute, or claim.
6. **UNAUTHORIZED PURCHASES.** Offeror understands and acknowledges that during the term of the Contract any shipment or delivery of goods and services made to District's campuses and departments without a properly approved purchase order/delivery order constitutes an unauthorized purchase and financial obligation. The district does not assume any responsibility for these products, goods, and services. Offeror understands and accepts full responsibility and will not seek payment for unauthorized purchases. Offeror further understands and acknowledges that the district will not issue payment for products, goods and services delivered without a properly approved purchase order/delivery order.
7. **ASSIGNMENT/DELEGATION.** No assignment nor transfer of this Contract (or resulting Contract), in whole or in part, to any other party will be allowed unless the Offeror to whom the Contract is awarded formally notifies the district in writing and written approval from the District's Director of Purchasing or designee is received prior to the transfer/assignment.
8. **PLACE OF DELIVERY.** The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries unless other arrangements are made. All PRICES - F.O.B. DESTINATION - SHIPPING and HANDLING CHARGES PREPAID.
9. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point or points of delivery regardless of FOB terms.
10. **RIGHT OF INSPECTION.** The district has the right to inspect the goods at delivery before acceptance. If the District is not able to inspect the goods at the time of the delivery, the district reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Offeror's expense and the Offeror assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the district's right to inspect or invoke any of its remedies.
11. **DELIVERY TERMS.** If a delivery is to be made to a location other than the district's central warehouse/distribution center, the delivery shall be made and articles shall be placed inside the school building or district facility in the room(s) designated, at no additional charge. Offeror is required to contact the School/Department specified on the purchase order, twenty-four (24) hours prior to delivery.
12. **POINT OF CONTACT.** Offeror may be assigned a day-to-day contact person/representative at the District as the Point of Contact for this Agreement/Contract. The district's representative is a functional area expert or a day-to-day contract administrator or manager for the district but is not authorized to modify this contract. Amendments to solicitation documents and contracts/agreements will be made by the District's Executive Director of Procurement Services after proper coordination and notification. Offeror is not authorized to act on the guidance of a District employee that is not authorized to make changes.
13. **MATERIAL SAFETY DATA SHEETS.** The district will not receive any materials, products or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet.

14. **TIME.** Time is of the essence. Offeror agrees to perform all obligations, deliver products, and/or render services set forth herein.
15. **INDEMNIFICATION and HOLD HARMLESS.** Offeror agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related to goods or services sold or used by the Offeror in connection with this Agreement. Offeror agrees to indemnify, defend, and hold harmless the District, its officers, directors, trustees, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees, for damages arising out of or in connection with the Offeror's negligence and/or intentional acts in providing the goods, products, commodities, and/or services furnished under this Agreement. Offeror shall defend any such claims or causes of action at its own expense, and the district shall have the right to have such litigation monitored by its own counsel at District expense.
16. **RECOVERY OF FUNDS.** If the Offeror fails to deliver both the quality and quantity of items on which the award was made in the manner specified in the Contract, the District reserves the right to purchase the specified products, goods, and/or services on the open market and Offeror agrees to allow the district to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the Offeror will be billed accordingly and will pay the amount within fifteen (15) days of the notification by the district.
17. **REMEDIES FOR NON-PERFORMANCE.** If at any time, the Offeror fails to fulfill or abide by the terms, conditions, or specifications of the Contract (i.e., delays, defaults, non-performance, etc.), the District reserves the right to employ any remedy allowed by Contract, in law, in equity, or by Uniform Commercial Code (UCC) to include, but not limited to, the purchase on the open market and charge the Offeror the difference between contract and actual purchase price and/or terminate the Contract within ten (10) days written notification of intent.
18. **LIQUIDATED DAMAGES.** If the successful Offeror fails to deliver or defaults on this Contract within the time specified in the contract, the Offeror shall pay (or have withheld from payments due), at the option of the district as liquidated damages \$200, or the amount identified elsewhere in the solicitation/Contract, per line item of Delivery Order/Purchase Order that is delinquent. Offeror agrees that this is a reasonable cost to compensate the district for time and effort involved in procuring replacement products and/or services, which costs would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude the district from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to the district.
19. **FORCE MAJEURE.** The district shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
20. **APPLICABLE LAW AND VENUE.** The validity, construction, and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in Dallas, Dallas County, Texas.
21. **CONTRACT MODIFICATION.** Amendments/addenda may be made for additions, deletions and or modifications of products, goods, or services under substantially the same terms and conditions of this Contract. Such amendments/addenda must be in writing and approved by an authorized representative for the Offeror and the District. The Contract will not be modified by any oral statement made by any District employee.
22. **EFFECTIVE DATE.** The Effective Date of the Contract/Agreement, if any, is the date that award is approved by Dallas ISD's Board of Trustees or designated representative. In some cases, the Effective Date, and the date for start of services may be separated by several weeks and/or months.
23. **CONTRACT PERIOD/EXTENSIONS.** Contract period is as outlined elsewhere in the Contract and the District reserves the right to exercise the renewal option with or without prejudice. Contract renewals/extensions will be exercised and executed within forty-five (45) days of the expiration of the then current term unless a different time is noted elsewhere in the Contract. If at the end of the final day of the final Contract/Agreement term and no termination notice has been received from either party, the Contract/Agreement may be extended in writing via an addendum for up to one hundred twenty (120) days beyond the date of the then current expiration date at the sole option of the District with mutual agreement between the parties; however, the extension addendum must be signed by both parties prior to the 30<sup>th</sup> day from the ending date of the final term.
24. **SEVERABILITY.** In case any one or more of the provisions contained in the Contract/Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Contract/Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
25. **PURCHASE OF SUBSTANTIALLY SIMILAR PRODUCTS/GOODS/SERVICES.** The district at its discretion may purchase from existing Contracts/Agreements for products, goods, supplies, and services which may be the same or similar to those identified in the existing Contract/Agreement, as is deemed in the best interest of the district.
26. **ACCELERATED DELIVERY.** If the District urgently requires delivery of any quantity of an item before the delivery date under this Contract, and if the Offeror will not accept an order providing for the accelerated delivery, the district may acquire the urgently required product(s) from another source.
27. **ETHICS IN PUBLIC CONTRACTING.** District employees are prohibited from receiving, soliciting any gifts, inducement, gratuities, or kickbacks. The District may, by written notice to the Offeror, terminate this Contract without liability to the District if it is determined by the District that gifts, gratuities, etc. in the form of entertainment, gifts, or otherwise, were offered or given by the Offeror, or any agent, or representative of the Offeror, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or

amending or the making or any determinations with respect to the performing of such a contract. In the event this Contract is terminated by the district pursuant to this revision, the district shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Offeror in providing such gratuities.

28. **SPECIAL TOOLS, TEST EQUIPMENT, MASTER TEMPLATES.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Offeror for the purpose of filling this order or if a master template/die has to be constructed, such special tooling equipment and templates/dies and any process sheets related thereto shall become the property of the district and to the extent feasible and desired by the District.
29. **RIGHT TO AUDIT.** The Offeror's activities conducted, and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by the district or its duly appointed representative(s). All records must be maintained for 24 months from the completion of the Contract (including any or all extensions) unless longer retention is required and identified elsewhere in the solicitation/Contract.
30. **RESPONSIBILITY FOR ACTIONS.** Offeror is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Offeror nor any of the foregoing has any authority to act or speak on behalf of the district.
31. **CRIMINAL BACKGROUND CHECK.** Offeror will obtain criminal history record information that relates to an employee, applicant for employment, agent of the Offeror, if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services; and the duties are or will be performed on District property or at another location where students, or students' records, are regularly present. The Offeror 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. Offeror shall assume all expense associated with the background checks, and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony, or misdemeanor involving moral turpitude, or any crime involving harm to a child, as defined by Texas law, from District property or other location where are students are regularly present. District shall be the final arbiter of what constitutes a "location where students, or students' records, are regularly present." Further, unless otherwise specified in the contract, Offeror's, and its employee(s), agents, or subcontractors, while on District property, shall not have direct contact with any student. If the Offeror is the owner or sole operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review. Offeror must submit original evidence of criminal history record information acceptable to the District with the Agreement showing compliance.
32. **EMPLOYEE DISCRIMINATION.** During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.
33. **SEXUAL HARASSMENT.** Sexual harassment or sexual misconduct with District employees or students is strictly forbidden and is subject to disciplinary action. In the performance of this Contract, Offeror agrees to not engage in sexual harassment or sexual misconduct with employees or students.
34. **INVOICES AND PAYMENTS.** Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered or unless different payment terms are noted elsewhere in the Contract. All invoices must be mailed to the district's address as noted elsewhere in this solicitation/Contract but addressed to Attention: Accounts Payable.
35. **TERMINATION.** The award or Agreement/Contract (or Agreement/Contract resulting from this solicitation) may be terminated or cancelled under the following circumstances.
  - a. District may cancel or terminate the award or agreement for convenience upon 30-day written notice.
  - b. During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
  - c. Work under the agreement may be terminated in whole or in part by the district upon delivery to Offeror of a notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the Agreement.
  - d. District may cancel all or any part of the undelivered goods or services under the Agreement if Offeror breaches any of the terms of the Agreement, including, but not limited to, warranties of Offeror, or if Offeror becomes insolvent or begins bankruptcy or reorganization proceedings.
  - e. District's rights of termination or cancellation are in addition to other remedies District may have in law or equity including, but not limited to, debarment or suspension from future Contracts for a period decided by the district and/or termination for default.
36. **WAIVER.** No claim or right arising out of a breach of the Contract by the Offeror can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by Consideration and in writing signed by the district.
37. **SOFTWARE REMOTE ACCESS.** Offeror shall not install a remote access or backdoor into Offeror's systems during its analysis of the district's system or at any other time. Offeror will remove remote access or backdoor from third party software to be used by the district.
38. **LEGAL FEES AND COURT COSTS.** The resulting award from this solicitation constitutes the basis of a Contract between the District and the awarded Offeror. If the District has to take an action, in state or federal court, to enforce or interpret the Contract, the District is entitled to recover its reasonable attorneys' fees and court costs from the Offeror. Without waiving any rights available to the district for recovery, if the district is the prevailing party, Offeror hereby agrees and authorizes the district to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to Offeror under the Contract.

39. **INSURANCE.** Insurance coverages that follow are the minimums required. More detailed requirements are contained elsewhere in these General Terms and Conditions. Offeror certifies that required coverages are in place and will remain in effect during any Contract/Agreement with the District even if proof of insurance is not required.
- a. The Offeror shall not commence work under the Contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the district, if required. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus line's carrier, as determined by the State Board of Insurance. Insurance companies must have an A.M. Best rating of A-, IV, or better.
  - b. An original certificate of insurance confirming coverage must be submitted to the district within ten (10) working days after receipt of Notice of Award. The district reserves the right to revoke Board Award or terminate the Offeror for default if the Offeror does not provide an original certificate of insurance within ten (10) working days from the Notice of Award.
  - c. Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the district named as an additional insured. For Worker's Compensation and Employer's Liability, the Contractor will provide and maintain this coverage, and waive subrogation in favor of the district. The certificate(s) of insurance provided the District by the Contractor must reflect the above-stated requirements.
  - d. **Workers' Compensation:** Offeror must maintain workers' compensation coverage for its employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with limits of \$500,000 per accident / \$500,000 per employee / \$500,000 policy limit with Statutory Limits. Offeror acknowledges that the District will NOT provide Workers Compensation coverage to the Offeror and Offeror represents to the District that all employees, subcontractors, agents, representatives, etc. of the Offeror who will provide products, goods, or services to the District will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Workers' Compensation policy will be endorsed to provide a waiver of subrogation in favor of the district and coverage must apply to the workers' compensation laws of the State of Texas. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. Persons providing "products, goods, or services" to the district include all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers and owner-operators. "Services" include without limitation, providing hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. (Vernon's Ann. Civ. Stat., Art. 8308-3.23)
  - e. **Comprehensive General Liability:** Offeror must maintain comprehensive general liability insurance including contractor's liability; contingent liability; contractual liability; and completed operations and products liability all on the occurrence basis with personal injury coverage and broad form property damage with at least \$1 million per occurrence and \$2 million aggregate coverage.
  - f. **Property Damage:** Offeror must maintain property damage coverages with at least the following coverages:
    - Bodily injury of \$1,000,000.
    - Property damage of \$1,000,000.
    - Aggregate of \$2,000,000
  - g. **Automobile Liability:** Offeror must maintain automobile liability coverage for owned, non-owned, and hired vehicles with minimum limits as follow:
    - Bodily injury of \$250,000 per person.
    - Property damage of \$250,000.
  - h. **Professional Liability:** For professional/consulting services, professional liability/errors omissions in the amount of \$1,000,000 is required.
  - i. **Pollution Insurance** (Not covered by General Liability): For environmental/hazmat services, pollution insurance of \$1,000,000 per occurrence is required.
  - j. **Umbrella Liability Insurance** \$1,000,000 per occurrence ad \$1,000,000 aggregate.
40. **SAFETY.** All Offerors and Subcontractors performing services for the district is required and shall comply with all Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Offerors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. Additionally, Offerors and Subcontractors must ensure that their employees refrain from carrying firearms, illegal drugs and or alcoholic beverages while performing duties in accordance with this contract.
41. **BONDS:** Bid bonds, performance bonds, cashier's checks, and/or irrevocable letters of credit are required to ensure performance and safeguard taxpayer funds. **(Applicable only to Construction Solicitations)**
- a. In General: The Bonds shall in all respects conform to the requirements of the law of the State of Texas including, without limitation, the requirements in TEX. PROP. CODE §§53.201-53.239, as amended, and shall (1) name obligees; the Owner (i.e., District) and the other Indemnities, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner or its lender(s), if any, (2) be in form satisfactory to Owner and be issued by a surety licensed and admitted to do business in Texas, which maintains at least a "A-" rating or better as issued by A.M Best & Co.
  - b. Reinsurance: In accordance with Tex. Ins. Code §7.19-1, for any risk exceeding 10% of the surety's capital on any bid bond, surety bond, or performance bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that are duly authorized, accredited, or trusted to do business in Texas. Such reinsurance shall be witnessed by written certification as a condition precedent to District's acceptance of the bond.

- c. Venue: If any suit shall be instituted against a surety, guarantee, or Fidelity Company by the District, the proper Court of the county where the bond has been filed shall have jurisdiction of this case, and the surety, guarantee or Fidelity Company shall be deemed resident of the county wherever they may do business. Tex. Ins. Code §7.01 et seq.
- d. **BID BOND REQUIREMENT:**
- (1) Cashier's check or bid bond is required with bid of \$10,000.00 or more.
  - (2) Each solicitation shall be accompanied by either a cashier's check or Surety Company bid bond in the amount of not less than five (5) percent of total bid/proposal amount. Check or bond shall be payable to the district as payee or obligee and shall be effective on the receipt/opening date of the solicitation. If the Offeror submits a Cashier's Check in lieu of a Bid Bond the following statement must be typed at the bottom left-hand side of the Cashier's Check: "In Lieu of Bid Bond". Bid Bond shall be executed by a surety duly authorized to do business in Texas and licensed by the State of Texas to issue surety bonds.
  - (3) Such checks or bid bonds will be returned to all except the three lowest Offerors (or all Offerors in the competitive range) after the opening of the Offers; the remaining checks or bid bonds will be returned after the contract award. The surety amount of not less than five (5) percent of the total bid/proposal amount made payable to the district may be forfeited in whole or in part if the vendor does not execute a contract and post the applicable Performance/Payment Bonds or Insurance Certificate required within ten (10) working days after Notice of Award of the Contract.
  - (4) If any such bid bond is in an amount in excess of ten percent of the surety company's capital and surplus, the District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
  - (5) If an Irrevocable Letter of Credit is submitted in lieu of a Cashier's Check or Bid Bond the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to the district in the amount of not less than five (5) percent of total bid/proposal amount. The letter must state "Irrevocable" in order to satisfy the district's surety requirement. In the event the contract is not awarded to the applicable Offeror, the original letter of credit will be returned.
- e. **PERFORMANCE AND PAYMENT BONDS OR IRREVOCABLE LETTER OF CREDIT REQUIREMENT:**
- (1) Are required on contracts for \$25,000.00 or more.
  - (2) Offeror agrees that upon award of Contract, Offeror will execute and submit the required documents within ten (10) working days after receipt of Notice of Award. Offeror shall not commence work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the district. The district reserves the right to automatically revoke Board Award and/or terminate the Offeror for default if the Offeror does not provide Performance and Payment Bonds within ten (10) working days from Board Award Date.
  - (3) Successful Offeror shall furnish a performance and a payment bond executed by a surety acceptable to the district in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, whether or not they become part of the completed project.
  - (4) Performance and Payment bonds shall be executed by a surety duly authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company's capital and surplus, the District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurer who are duly accredited, trusted or licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
- f. **IRREVOCABLE LETTER OF CREDIT.** The district may accept an Irrevocable Letter of Credit for low-risk type services as determined by the district. If an Irrevocable Letter of Credit is accepted in lieu of Performance Bond, based upon the district's determination, the financial institution must be subject to the laws of the State of Texas. The letter must state "irrevocable" to be made payable to the district in the amount of 100% of total bid/proposal amount. The district reserves the right to automatically revoke Board Award and/or terminate the Offeror for default if the Offeror does not provide an Irrevocable Letter of Credit within ten (10) working days from Board Award Date. If submitted in lieu of a Bid Bond, the Letter of Credit will be returned to the unsuccessful Offeror(s) within 10 working days after contract award. If the successful Offeror(s) does not execute a Contract and post the applicable Insurance Certificate required by the district, within ten (10) working days after Notice of Award of the Contract, the District shall file a written claim with the financial institution to forfeit the face value amount in whole or in part.
42. **COMPLIANCE WITH STATUTES/CODES.** Offeror's compliance with Federal, State, and Local statutes, codes, guidance, etc. is mandatory in order to obtain and maintain a Contract with the District. The following are a few statutes, codes, etc. that must be followed:
- a. **Child Support Certification.** Texas Family Code Section 231.006 (Child Support Certification) states, in part, that "(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to: (1) receive payments from state funds under a contract to provide property, materials, or services; or (2) receive a state-funded grant or loan." Offeror certifies that the individual or business entity named in responding to this solicitation or Contract 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.
  - b. **Clean Air and Water Act.** Offeror represents it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h) ), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR, Part 15, as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency, Assistant Administrator for the Enforcement.
  - c. **"No Boycott of Israel".** For contracts with companies that have more than 10 full-time employees and when the contract is for more than \$100,000, Offeror certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any

contractual arrangement with Dallas ISD. For purposes of any contractual arrangement with Dallas ISD, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- d. **"Prohibition of Contracts Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations"**. Offeror certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
- e. **Texas Public Information Act (TPIA)**. All data and information submitted by the Offeror in response to this solicitation may become public information, as provided by the Texas Public Information Act, Texas Government Code Sections 552.001-552.026. Dallas ISD does not assume responsibility for asserting legal arguments for confidentiality on behalf of the Offeror. Documentation considered confidential and/or proprietary by Offeror must be clearly marked as such prior to submission to the Dallas ISD. Offeror acknowledges that the Dallas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
  1. **By Dallas ISD; [or]**
  2. **For Dallas ISD and Dallas ISD**
    - a. **Owns the information; [or]**
    - b. **Has a right of access to the information; or**
    - c. **Spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or**
  3. **By an individual officer or employee of Dallas ISD in the offers or employee's official capacity and the information pertains to office business of the Dallas ISD.**

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

- f. **"Transactions with an Abortion Provider or Affiliate"**. In accordance with Texas Senate Bill 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019, Offeror certifies that it is not an abortion provider, nor an affiliate of such provider as noted in Senate Bill 22. Violation or non-compliance of this statute by Offeror will result in the Agreement and/or taxpayer resource transaction being voidable by Dallas ISD and Offeror agrees to defend and indemnify Dallas ISD against any action brought by the Office of the Attorney General for a violation of Texas Government Code, Section 2272.003.
- g. **Other Statutes**. Offeror represents its compliance with other statutes, regulations, etc. as noted on Representations/Certifications Form (or substantially similar document(s)) provided under separate cover but incorporated by reference. Other such statutes include, but are not limited to, Family Educational Rights and Privacy Act (FERPA), Protection of Pupil Rights Amendment (PPRA), Health Insurance Portability and Accountability Act (HIPAA), and Immigration Reform and Control Act.

#### 43. INSURANCE REQUIREMENTS FOR SPECIFIC GOODS/SERVICES.

- a. The successful Offeror, at his/her own expense, shall provide and maintain insurance policies in compliance with the following general specifications throughout the duration of the contract, or longer, if noted.
- b. Each policy will be issued by a company authorized to do business in the state of Texas with an A. M. Best Company rating of at A-, IV, or better.
- c. General liability and auto liability policies will be endorsed to name the district, its officials, agents, and employees as an additional insured, waiver of subrogation in favor of the district, and such insurance is primary and non-contributory to any other insurance available to the additional insured.
- d. Workers' compensation policy will be endorsed to provide a waiver of subrogation in favor of the district and coverage must apply to the workers' compensation laws of the state of Texas.
- e. All policies will be endorsed to provide 30 days' prior written notice or cancellation, nonrenewal, or reduction in coverage except ten days for nonpayment of premium.
- f. Should any of the required insurance be provided under a claims-made form, the Offeror will maintain such coverage continuously throughout the term of this contract and without lapse for a period of three years beyond the contract expiration such that occurrences arising during the contract term that give rise to claims made after expiration of the contract will be covered.
- g. All certificates of insurance submitted to Risk Management must have issue date within the last 30 days.
- h. The certificate holder address on all certificates of insurance should read: Dallas Independent School District, Risk Management Services, 9400 North Central Expressway #91, Dallas, Texas 75231.
- i. **The following identifies the insurance coverage(s) required based on contract amount and type.**
  - (1) Contracts under \$150,000 do not require proof of insurance, unless the Offeror is providing one of the following services: legal services, or medical services, including, but not limited to, psychological services, counseling services, and occupational therapy and/or is providing a service that requires a professional license. If Offeror is performing one of these services and contract amount is under \$150,000, the Offeror is required to provide professional liability insurance with limits of \$1,000,000 only. All contracts at or over \$150,000 require proof of insurance.
  - (2) If contract is for construction, maintenance, or transportation services, insurance is required regardless of contract amount and must comply with the insurance requirements listed for contracts over \$150,000.
  - (3) **Services provided by sole proprietors, with the exception of medical services** require general liability insurance with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled,

non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and property damage limits of \$250,000; umbrella liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate; and professional liability with limits of \$1,000,000 if services provided require a professional license.

- (4) **Businesses providing the following type of services—accounting, recreational, student-support, technology, legislative consulting, communication, professional development, curriculum and instructional, insurance, temporary, food, concession, security, moving, architectural, legal, engineering, real estate—and other services determined by Risk Management** shall require Workers' Compensation Statutory Limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and property damage \$250,000; umbrella liability limits of \$1,000,000 per occurrence/\$1,000,000 aggregate; and professional liability limits of \$1,000,000 if services provided require a professional license.
- (5) **Medical services** require workers' compensation statutory limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and property damage \$250,000; umbrella liability with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate; and professional liability insurance (Malpractice) limits of \$1,000,000 per occurrence.
- (6) **After-School Programs and Nonprofit Organizations** require workers' compensation statutory limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and property damage \$250,000; and umbrella liability limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- (7) **Transportation services (Charter Bus Companies)** require workers' compensation statutory limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobiles with \$5,000,000 combined single limits; and umbrella liability with limits of \$1,000,000 per occurrence/ \$1,000,000 aggregate.
- (8) **Armored Car Services** require workers' compensation statutory limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and Property damage \$250,000; and all risk armored car cargo liability \$1,000,000 per occurrence.
- (9) **Construction and Maintenance** require workers' compensation statutory limits; employer's liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobiles with bodily injury limits \$250,000 per person/\$500,000 per accident and property damage \$250,000; and umbrella liability limits of \$1,000,000 per occurrence/\$1,000,000 aggregate. Professional liability with limits of \$1,000,000 aggregate is required for construction contracts providing or requiring professional services of architectural, engineering design, surveying, or consulting. Pollution liability with limits of \$1,000,000 aggregate is required if hazardous substance is involved. Payment Bond is required for contracts in excess of \$25,000. Performance Bond is required for contracts in excess of \$100,000. (Both bonds must be for full value of the contract.) Builder's Risk is required for full value of the construction portion of the contract.

## Section VI: Additional Requirements and Forms

<input type="checkbox"/>	None
<input type="checkbox"/>	Data Sharing Agreement Required
<input type="checkbox"/>	Performance/Payment bond required if.....
<input type="checkbox"/>	Liquidated damages...
<input type="checkbox"/>	Additional Insurance Coverage Required
<input checked="" type="checkbox"/>	EDGAR Certifications
<input checked="" type="checkbox"/>	Evaluation Criteria Scoresheet
<input checked="" type="checkbox"/>	M/WBE Documentation
<input type="checkbox"/>	Punch Out
<input checked="" type="checkbox"/>	Service Agreement

**Solicitation Number: MH 207980**  
**Solicitation Title: Moving Services for Districtwide Use**

Form O

**EDGAR CERTIFICATIONS**

THESE PAGES MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL AT BID OPENING

**TO WHOM IT MAY CONCERN:**

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

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

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when DALLAS ISD expends federal funds, DALLAS ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DALLAS ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if DALLAS ISD believes, in its sole discretion that it is in the best interest of DALLAS ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by DALLAS ISD as of the termination date if the contract is terminated for convenience of DALLAS ISD. Any award under this procurement process is not exclusive and DALLAS ISD reserves the right to purchase goods and services from other vendors when it is in DALLAS ISD's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (D) above, when DALLAS ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (E) above, when DALLAS ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by DALLAS ISD resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by DALLAS ISD, the vendor certifies that during the term of an award for all contracts by DALLAS ISD resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(J) Procurement of Recovered Materials – When federal funds are expended by Dallas ISD, Dallas ISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended Dallas ISD as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by Dallas ISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:**

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by DALLAS ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Dallas ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Dallas ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code:  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_



# Minority Women Business Enterprise

www.dallasisd.org/mwbe | 972.925.4140 | mwbe@dallasisd.org



## Construction | Competitive Sealed Proposals (CSP) M/WBE Compliance Guidelines and Forms

The Information gathered from these forms will be used as part of the Minority/Women Business Enterprise (M/WBE) evaluation. Please visit our website at [www.dallasisd.org/mwbe](http://www.dallasisd.org/mwbe) for a fillable version of these forms.

To be completed and signed by the Prime Vendor			
Bid Title:		Bid/RFP Number:	
School:		Org. Number:	
Description of Work:			
Company Information			
Company Name:		Tax ID#:	
Is your company a Certified Minority or Woman Owned Business (M/WBE)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes," include your current certification, ethnicity and gender information below. Dallas ISD recognized M/WBE Certification Agencies: Refer to Section 14 on Page 10. If "No," indicate your ethnicity & gender below.	
Certification Information			
M/WBE Certification Agency	M/WBE Certification Number	Ethnicity	Gender
Authorized Agent's Information			
*Authorized Agent's Name:			
Authorized Agent's Email:		Phone:	
Company Address:			
City:		State:	Zip:

\* Authorized Agent is a person who has the authority to enter into a legally binding contract with Dallas ISD.

**Required Signature.** The undersigned authorized agent agrees that he/she has read and understands the M/WBE Compliance Guidelines and Forms and that all information is correct to the best of his/her knowledge.

Authorized Agent's Signature (Sign below)	Date:
X	

Company Name: \_\_\_\_\_ Bid/RFP No.: \_\_\_\_\_

**Section 1. M/WBE Compliance Reporting**

The M/WBE Department has adopted the usage of B2G Now, a Diversity Management and Contract Compliance System, to assist with the management of the monthly compliance reporting requirement. Indicate the person who is knowledgeable about M/WBE utilization on this project below.

M/WBE Contact Person:	
Email:	
Phone:	

**Section 2. Diversity Plans**

Does your company have an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan?

- Yes. If "Yes," attach a copy of your plan immediately following the M/WBE forms.
- No.

**Section 3. Workforce Composition**

Employee Category	African American		Asian		Hispanic		Native American		Non-Minority		Total Employees	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive & Managerial												
Technical & Skilled												
Office & Clerical												
Other												
<b>TOTAL</b>												

**Section 4. M/WBE References**

List two (2) M/WBE companies that have performed work for your company.

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

**Section 5. Mentor Protégé Program**

Does your company currently participate in a Mentor Protégé Program as a mentor to an M/WBE company?  
Refer to Section 20 on Page 13 for additional information.

- Yes.** If “Yes,” attach a signed, dated and notarized copy of the Mentor Protégé Agreement and notarized minutes.
- No.**

**Section 6. Prime-Subcontractor Team**

Is your company bidding as a Prime-Subcontractor Team with a certified M/WBE company?  
Refer to Section 17 on Page 11 for additional information.

- Yes.** If “Yes,” identify the certified M/WBE company below. Attach a signed, dated and notarized Prime-Subcontractor Teaming Agreement.
- No.**

M/WBE Company	M/WBE Certification Agency	M/WBE Certification Number	Ethnicity/Gender

**Section 7. Joint Venture (JV)**

Is your company bidding as a Joint Venture (JV) with a certified M/WBE company?  
Refer to Section 18 on Page 12 for additional information.

- Yes.** If “Yes,” identify all partners (including your company\*) below and attach a signed, dated, and notarized Dallas ISD Master JV Agreement. Each JV partner (excluding your company) must complete Sections A through D on Page 4.
- No.**

Joint Venture Majority Partner*	
Company:	Contact Person:
Email:	Phone:
JV % Split:	

Joint Venture Partner		
Company:	Contact Person:	
Email:	Phone:	
M/WBE Certification Agency:		
M/WBE Certification Number:		
Ethnicity:	Gender:	JV % Split:

**COMPLETE SECTIONS A THROUGH D FOR EACH JOINT VENTURE PARTNER(S). USE ONE PAGE PER PARTNER**

**Section A. Diversity Plans**

Does your company have an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plans?

- Yes.** If "Yes," attach a copy of your plan immediately following the M/WBE Compliance Guidelines & Forms.
- No.**

**Section B. Workforce Composition**

Employee Category	African American		Asian		Hispanic		Native American		Non-Minority		Total Employees	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive & Managerial												
Technical & Skilled												
Office & Clerical												
Other												
<b>TOTAL</b>												

**Section C. M/WBE References**

List two (2) M/WBE companies that have performed work for your company.

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

**Section D. Mentor Protégé Program**

Does your company currently participate in a Mentor Protégé Program, as a mentor to an M/WBE company?  
Refer to Section 20 on Page 13 for additional information.

- Yes.** If "Yes," attach a signed, dated and notarized copy of the Mentor Protégé Agreement and notarized minutes.
- No.**

**Section 8. Subcontractor and Prime Self-Performance Participation**

Will you use any subcontractors, sub consultants, suppliers (M/WBE and/or Non-M/WBE) as part of this bid/proposal?

Yes. I plan to utilize subcontractors as part of this bid/proposal. Complete Section 10 below.

No.

Will you self-perform the entire scope of work?

Yes. I plan to self-perform the entire scope of work with my own workforce. If you are a Certified M/WBE Prime complete Section 9 below.

No.

**Section 9. Certified M/WBE Prime Self-Performance**

**Certified M/WBE Prime Self-Performance**

If you are a Certified M/WBE Prime and will self-perform with your own workforce the management of the project, complete the Certified M/WBE Prime Self-Performance chart below. The work should be consistent with industry standards. The M/WBE Prime’s self-performance of a specialty trade or project scope of work shall be counted toward the goal, up to a maximum of 50% of the M/WBE project goal. Refer to Section 15 on Page 10 for additional information.

Certified M/WBE Prime Self-Performance		
Certified M/WBE Prime Company’s Name:		Contract Amount
Contact Person:		M/WBE %
Ethnicity:	Gender:	
Scope of Work:		

**Section 10. Subcontractor Utilization**

List all (minority and non-minority) subcontractors, suppliers, sub consultants, or sole proprietors that will be utilized in this bid/proposal. Only Certified M/WBE Prime Self-Performance and Certified M/WBE Subcontractors will be counted towards the M/WBE goals. If you will not utilize M/WBE subcontractors, complete Section 11 on Page 7. For information on the change of subcontractor policy refer to Section 16 on Page 11.

**Non-certified companies will not be counted towards the M/WBE goal.**

Subcontractor/Supplier Information		
Subcontractor/Supplier Company’s Name:		Contract Amount
Address:	City:	State:
Contact Person:		Zip:
Ethnicity:	Gender:	
Phone:	Email:	
M/WBE Certification Agency:	Certification #:	
Scope of Work:		

Additional Subcontractor/Supplier Information on the following page

Company Name: \_\_\_\_\_ Bid/RFP No.: \_\_\_\_\_

**Subcontractor/Supplier Information Continued**

Subcontractor/Supplier Company's Name:				Contract Amount	M/WBE %	
Address:		City:	State:			Zip:
Contact Person:						
Ethnicity:		Gender:				
Phone:		Email:				
M/WBE Certification Agency:		Certification #:				
Scope of Work:						
Subcontractor/Supplier Company's Name:				Contract Amount	M/WBE %	
Address:		City:	State:			Zip:
Contact Person:						
Ethnicity:		Gender:				
Phone:		Email:				
M/WBE Certification Agency:		Certification #:				
Scope of Work:						
Subcontractor/Supplier Company's Name:				Contract Amount	M/WBE %	
Address:		City:	State:			Zip:
Contact Person:						
Ethnicity:		Gender:				
Phone:		Email:				
M/WBE Certification Agency:		Certification #:				
Scope of Work:						
Subcontractor/Supplier Company's Name:				Contract Amount	M/WBE %	
Address:		City:	State:			Zip:
Contact Person:						
Ethnicity:		Gender:				
Phone:		Email:				
M/WBE Certification Agency:		Certification #:				
Scope of Work:						
Subcontractor/Supplier Company's Name:				Contract Amount	M/WBE %	
Address:		City:	State:			Zip:
Contact Person:						
Ethnicity:		Gender:				
Phone:		Email:				
M/WBE Certification Agency:		Certification #:				
Scope of Work:						
				<b>Total:</b>		

If you have additional subcontractors/suppliers make copies of this form.

Office Use Only			
Contract Amount	M/WBE Contract Total	M/WBE Percentage	M/WBE Coordinator

Company Name: \_\_\_\_\_ Bid/RFP No.: \_\_\_\_\_

**Certified M/WBE Subcontractor Performance.** The M/WBE subcontractors, suppliers, and/or vendors must be 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> tier subcontractors, suppliers, and/or vendors when calculating participation. In order to prevent double counting, the district will count the M/WBE subcontractor participation for the 1<sup>st</sup> tier firm. If the 1<sup>st</sup> tier isn't a certified M/WBE, the district will count the 2<sup>nd</sup> tier M/WBE subcontractor. If the 1<sup>st</sup> and 2<sup>nd</sup> tier aren't certified M/WBEs, the district will count the 3<sup>rd</sup> tier M/WBE subcontractor. The expenditures by M/WBEs for materials or supplies toward M/WBE goals are calculated as follows:

	Type	M/WBE Percentage	Definition
A.	M/WBE Manufacturer	100%	Operates or maintains a factory or establishment that produces on the premises; the materials, supplies, articles, or equipment required under the contract.
B.	M/WBE Regular Dealer	60%	Owns, operates, or maintains a store, warehouse, in which the materials, supplies, articles or equipment are kept in stock, and regularly sold or leased to the public.
C.	M/WBE Representatives	Amount of Commission or Fees	Packagers, brokers, manufacturers' representatives

**Section 11. Good Faith Effort**

All district prime vendors are required to demonstrate positive and reasonable good faith efforts to subcontract with M/WBEs. **Complete this section if only non-M/WBE subcontractors will be utilized.**

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

Company Name: \_\_\_\_\_ Bid/RFP No.: \_\_\_\_\_

**Section 12. Letter of Intent (LOI) [Not required with the initial bid/proposal]**

To be submitted at the contract negotiation meeting with the district, or as requested by the M/WBE Department. Complete one LOI form for each proposed M/WBE subcontractor.

Org/School: \_\_\_\_\_

**Prime vendors must submit a Letter of Intent for each M/WBE subcontractor who will be utilized to supply any services, labor or materials pursuant to the bid/proposal. If necessary, make copies.**

This Letter of Intent is submitted to confirm the intent of the prime vendor and subcontractor to conduct good faith negotiations toward a subcontract agreement, with terms agreeable to both parties, for the scope of work identified herein. The parties acknowledge that any obligation of the prime vendor to enter into a subcontract agreement with subcontractor is expressly contingent upon the prime vendor entering into a contract with Dallas ISD for the work as defined in the bid/proposal.

**This document must be completed in its entirety by the prime vendor and signed by both the prime vendor and the M/WBE subcontractor.**

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

**A. M/WBE Subcontractor's Information:**

The M/WBE subcontractor \_\_\_\_\_ has been certified by a Dallas ISD recognized certification agency.

Name of Certifying Agency: \_\_\_\_\_ Certification #: \_\_\_\_\_ Ethnicity/Gender: \_\_\_\_\_  
Print or Type Certification Agency's Name

*Pursuant to district policy (CH Local), only M/WBEs who are currently certified with one of the Dallas ISD recognized certifying agencies (see Section 14 on Page 10 for listing) may be counted towards meeting the district's M/WBE goal at the subcontracting level.*

**The M/WBE subcontractor is prepared to perform the following services, labor, or materials listed in connection with the project:**

Scope of Work: \_\_\_\_\_

Price: \$ \_\_\_\_\_

<b>M/WBE Subcontractor Signature Required</b> Review the above information for accuracy prior to signing this Letter of Intent.		
_____	X	_____
<small>Print or Type Name and Title of M/WBE Owner, President or Authorized Agent</small>	<small>Signature</small>	<small>Date</small>

**B. Prime Vendor's Information:**

Contact Person: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address, City, State & Zip: \_\_\_\_\_

**Declaration of prime vendor/Declarant:**

I \_\_\_\_\_ HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
Name of Declarant (Print or Type) Title of Declarant (Print or Type)

and am duly authorized to make this declaration on behalf of \_\_\_\_\_  
Company Name (Print or Type)

and that I have personally reviewed this Letter of Intent. To the best of my knowledge, information and belief, the facts and representations contained in this form are true and correct. The owner, president or authorized agent of the M/WBE firm signed this form, and no material facts have been omitted.

<b>Prime Vendor/Declarant Signature Required</b> Review the above information for accuracy prior to signing this Letter of Intent.		
_____	X	_____
<small>Print or Type Name</small>	<small>Signature</small>	<small>Date</small>

**General Information regarding the M/WBE Compliance Guidelines and Forms**

The district’s aspirational M/WBE goal is **30%** for goods, services, and construction contracts. The district’s aspirational M/WBE goal for bond funded professional service contracts is **35%**. The district may assign a contract specific M/WBE goal in lieu of the aspirational goal. Review your solicitation documents to determine which M/WBE goal will apply. The established M/WBE goal is applicable to any change orders, additional services, modifications or revisions to the original contract.

**Section 13. During Bid/Proposal Submission**

**M/WBE Forms.** Submit the completed, signed, and dated M/WBE Compliance Guidelines & Forms by the due date. Include all M/WBE supporting documentation including, but not limited to M/WBE Certificates, Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, signed, dated and notarized Joint Venture Agreement, Mentor Protégé Agreement and Minutes, or Prime-Subcontractor Teaming Agreement.

**M/WBE Scoring Criteria.** The district’s M/WBE Evaluation Scoring Criteria has been established as follows:

	<b>M/WBE Criteria</b>	<b>Maximum Point Allocation</b>
<b>A.</b>	Proposer demonstrated a commitment to the district’s M/WBE program by providing enhancements to the administration of the proposer’s contracting process for the work to be done by M/WBE firms. <i>Examples of this commitment may include any of the following: expedited payments, Mentor Protégé Programs, early release of retainage, expanding the pool of diverse subcontractors to firms that have not done business with the district, etc.</i>	3
<b>B.</b>	Proposer submitted a list of two (2) M/WBE subcontractor references.	2
<b>C.</b>	Proposer is a certified M/WBE <b>OR</b> Proposer submitted a Joint Venture Agreement with a certified M/WBE <b>OR</b> Proposer submitted a Prime Subcontractor Teaming Agreement with a certified M/WBE.	5
<b>D.</b>	Proposer submitted a diverse list of certified M/WBE subcontractors, subconsultants or suppliers that meets or exceeds the district’s M/WBE aspirational goal in meaningful and significant roles <b>OR</b> Proposer demonstrated outreach designed to meet the M/WBE project goals with a diverse M/WBE team of subcontractors, suppliers and subconsultants.	5
<b>E.</b>	Proposer demonstrated a comprehensive framework and understanding of the district’s M/WBE program by: providing a written and detailed M/WBE compliance plan, designating a high ranking individual who will be responsible for M/WBE contract compliance, monitoring and reporting, ensuring no unauthorized changes to M/WBE subcontractors, adhering to the M/WBE commitment and subcontractor payment terms, executing the M/WBE subcontracting schedule, complying with the district’s M/WBE Program guidelines, etc.	5
	<b>Total Points</b>	<b>20</b>

**Subcontractor Utilization.** Complete Section I0 on Page 5 for the subcontractors you plan to utilize. Attach a copy of the current M/WBE certificate or proof of M/WBE certification for each M/WBE subcontractor. Contact the M/WBE Department if you would like a listing of certified M/WBE subcontractors or suppliers.

#### Section 14. Recognized Certifying Agencies

The district accepts M/WBE certifications issued by:

North Central Texas Regional Certification Agency (NCTRCA)	State of Texas' Historically Underutilized Business (HUB)
D/FW Minority Supplier Development Council (DFW MSDC)	Women's Business Council Southwest (WBC SW)
Department of Transportation (DOT)	South Central Texas Regional Certification Agency (SCTRCA)
City of Houston	Corpus Christi Regional Transportation Authority
City of Austin	Small Business Administration (SBA 8A) or certified SDB
National Minority Supplier Development Council (NMSDC)	National Women's Business Enterprise Certification (WBENC)

*Other certifications may be considered on an individual basis. Only certified minority and women-owned companies will be counted towards the prime's M/WBE subcontracting goals. Vendors do not have to be a certified M/WBE to participate in the district's contracting and purchasing activities.*

#### Section 15. Certified M/WBE Prime Self-Performance

- The M/WBE prime must be a bona fide business with real and continuing ownership for more than a year prior to the solicitation and was not created merely for the purpose of meeting this evaluation criteria.
- The M/WBE prime must be certified at the time of submission of the proposal.
- The M/WBE prime must be economically independent, perform commercially useful functions and perform the management of the project or the specialty trade work, consistent with industry practices, with its own workforce.
- The M/WBE's self-performance of a specialty trade or project scope of work shall be counted toward the M/WBE goal, up to a maximum of 50% of the M/WBE project goal.

*For example, an M/WBE prime elects to self-perform the interior finish out painting which equals 10% of the project's total costs and the goal for the project is 30%. The M/WBE prime's participation will count 10% toward the M/WBE project goal of 30%. The remaining M/WBE subcontracting goal after applying the MWBE prime's self-performance on the project is a 20% M/WBE subcontracting goal.*

- If the M/WBE prime's self- performance exceeds the M/WBE contract goal, a maximum of 50% of the M/WBE project goal will be applied toward the goal.

*For example, the M/WBE prime self-performs the concrete work for the project and the concrete work is 30% of the total project costs. The MWBE prime's participation will count 15% toward the M/WBE project goal of 30%. The remaining M/WBE subcontracting goal after applying the M/WBE prime's self- performance on the project is a 15% MWBE subcontracting goal.*

#### Section 16. After Bid/RFP Submission

**Letter of Intent.** The awarded prime vendor who will subcontract portions of the work should complete the *Letter of Intent to Perform/Contract as an M/WBE Subcontractor* form (Section 12 on Page 8) for each proposed M/WBE subcontractor. The prime vendor will be required to provide the *Letter of Intent to Perform/Contract as an M/WBE Subcontractor* form at the contract negotiation meeting with the district, or as requested by the M/WBE Department.

**Changes to the List of Subcontractors.** A Request for Approval of Contract Change form must be submitted to the M/WBE Department for approval **prior** to any changes to the M/WBE subcontractor utilization listing in Section 10. A written justification and supporting documentation are required from the prime requesting the change. This applies after the Bid/RFP submission and throughout the contract duration.

**Subcontractor Payment.** The Prime vendor shall submit an M/WBE Pay Activity Report (PAR) indicating the amounts paid (along with required proof of payments) to its subcontractors with each pay application or as requested by the district.

- Acceptable proof of payments includes: (1) Emails from the Subcontractor verifying the payment amount, date paid, school name and/or org #, and project information (2) Partial Lien Releases, (3) Cancelled Checks, or (4) Proof of Electronic Funds Transfer;
- All Prime vendors must pay all submitted invoices, including retainage to subcontractors, suppliers, or entities within **10 days** of receiving payment from the district;
- No Prime vendor shall withhold a non-disputed subcontractor payment;
- No Prime vendor may withhold retainage greater than 5% from the subcontractor.

**Contract Execution between Prime Vendor and Subcontractor.** Prime vendor agrees to establish a written contract with each subcontractor. At minimum, the contract should include the scope of work, payment terms, prompt payment clause and retainage clause.

**Changes to the original M/WBE Commitment – After Contract Execution.** The prime vendor shall notify the M/WBE Department if the percentage of M/WBE participation falls below the level of participation represented in the contract. The prime vendor shall promptly notify the M/WBE Department within seven (7) days and obtain a listing of other certified M/WBE vendors to meet the commitment amount.

**Records Retention.** The prime vendor will be required to maintain records showing the subcontractor/supplier awarded contracts, subcontractor payment history, 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. District contracts are subject to an M/WBE audit.

#### **Section 17. Prime-Subcontractor Teaming Agreement**

The Prime-Subcontractor Teaming Agreement will be evaluated based upon the below referenced criteria. The designated subcontractor in this agreement must be a certified M/WBE. There is a maximum of five (5) numerical points available.

Proposer submitted a teaming arrangement and/or strategic partnership with subprime contracting with a certified MWBE firm(s). The certified MWBE firm(s) provides prime management, control and supervision of a clear and distinct portion of the specialty trade(s) or project scope of work in a meaningful and significant role(s). Proposer will establish a teaming agreement which defines the minimum M/WBE subcontractor commitment. The teaming agreement defines what trade(s) the subcontractor will perform, and the subcontractor is certified in the respective subcontracting scope.

	<b>Teaming Agreement Scoring Analysis</b>	<b>Located on Page</b>	<b>Available Points</b>
<b>A.</b>	The teaming agreement provides the certified M/WBE firm(s) with prime management, control and supervision of a clear and distinct portion of the project scope of work in meaningful and significant roles.		2.00
<b>B.</b>	A pre-negotiated subcontract form is an exhibit to the teaming agreement.		1.00
<b>C.</b>	The teaming agreement contains a dispute resolution procedure.		0.50
<b>D.</b>	The teaming agreement only terminates upon owner non-select or owner non-award.		0.50
<b>E.</b>	The teaming agreement requires subcontract award to the M/WBE partner identified in the teaming agreement.		1.00
	<b>Total</b>		<b>5.00</b>

### **Section 18. Joint Venture Program Information**

The objective of the district’s Joint Venture (JV) Program is to further the development, growth, and capabilities of minority and women-owned businesses that allow such businesses to offer the district the best combination of performance, cost, and delivery of service. A Joint Venture is an association of two (2) or more companies with a certified minority or woman-owned business to form a new company. The Joint Venture parties are required to utilize the Dallas ISD’s Master Joint Venture Agreement. The agreement must be signed, dated and notarized by all Joint Venture parties. The Joint Venture does not replace a prime contractor’s responsibility to satisfy applicable M/WBE program requirements, including M/WBE goals.

Companies seeking to participate in a Joint Venture arrangement has the burden of demonstrating to the district, by a preponderance of the evidence, that it meets the requirements of Board Policy (CH) Local with respect to being an eligible Joint Venture for counting purposes. The district will analyze whether the stated Joint Venture is realistic considering the number of employees, experience, resources, certification type, and other resources that each party provides to the Joint Venture. The Joint Venture Partnership must include a certified M/WBE Partner, based on the percentage allocated, who is able to adequately bond the project, have the experience and resource to perform the services, labor or material listed.

The Joint Venture Partner(s) may provide co-surety bond or bonds in proportionate percentage to their ownership in the Joint Venture and to other parties are applicable in a form acceptable to the owner. The Joint Venture may also provide in a form acceptable to the owner any bond or bonds in the name of the Joint Venture in lieu of the co-surety arrangement; provide an Up Front Joint Agreement (SAA Form #1), and an executed copy of the indemnity agreement signed by all of the parties associated with the SAA Form #1.

A separate bank account in the name of the Joint Venture must be established by the Joint Venture. The bank account will require the signature of an authorized representative of each party or his or her designee for withdrawal by check or documented approval of an authorized representative for withdrawal by electronic means.

Refer to the district’s website at [www.dallasisd.org/mwbe](http://www.dallasisd.org/mwbe) for the required Dallas ISD's Master Joint Venture Agreement and Joint Venture Guidelines.

**Section 19. Construction M/WBE Joint Venture Scoring Analysis**

The Joint Venture (JV) Agreement will be evaluated based upon the below referenced criteria. One of the JV partners must be a certified minority or woman-owned business. There is a maximum of five (5) numerical points available. Refer to Section 18 on Page 12 for additional information.

The proposer must submit an approved, signed, dated, and notarized Dallas ISD Master Joint Venture Agreement. Any modifications to the Dallas ISD Master Joint Venture Agreement and amendments must be submitted for review with the proposal and include highlighted proposed changes or modifications to the agreement for review and approval of Dallas ISD’s M/WBE office.

<b>A. M/WBE Joint Venture Partner</b>	<b>Points</b>
Does it identify the distinct, clearly defined portion of the work provided by each M/WBE joint venture partner, in significant and meaningful ways? The work must be separate, clear and distinguishable. Specify the nature of the work and what it will entail. Complete exhibit A of the Dallas ISD Master Joint Venture Agreement.	3.00
<b>B. Staffing Plan</b>	
Does it provide a staffing plan to be determined per the established participation percentages indicating the number of employees to be provided by each M/WBE joint venture partner? This should include a project organizational chart and a resumé for each key personnel that includes length of employment, time serviced in their role(s), and experience within the industry. Complete exhibit B of the Dallas ISD Master Joint Venture Agreement.	1.00
<b>C. Financial and Bonding Information</b>	
Does it provide a letter from a financial institution or bonding surety company, substantiating the financial strength or bonding capacity of each M/WBE joint venture partner(s)? This document should commensurate each M/WBE joint venture partner(s) percentage split. Complete exhibit C of the Dallas ISD Master Joint Venture Agreement.	1.00
<b>Total Points</b>	<b>5.00</b>

**Section 20. Mentor Protégé Program Information**

The Minority/Women Business Enterprise (M/WBE) Department's Mentor-Protégé program aims to stimulate the growth of minority and women-owned businesses through education, business development, and training. A mentor should be willing to advise and support the protégé and help identify the needs and skills of the protégé. The Mentor Protégé Agreement, meeting minutes, progress reports, and deliverables should be signed by all parties, dated, and notarized.

**DALLAS INDEPENDENT SCHOOL DISTRICT**

**SERVICE AGREEMENT**

**FOR**

**Moving Services**

**WITH**

**AWARDED BY BOARD DOCUMENT NO.**

**APPROVED UNDER RFP/RFB NO.**

**AT**

**BOARD MEETING**

**AGENDA ITEM NO.**

## SERVICE AGREEMENT

The Agreement between Dallas Independent School District ("Owner" or "District" or "Dallas ISD"), a local political subdivision of the state of Texas and \_\_\_\_\_ is made and entered into as of Board approval and award (if required) and the authorized District official executes the agreement.

### RECITALS

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

**Whereas**, Vendor 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 and Time for Performance.

- a. The scope of the work ("Work"), is set forth in Exhibit A and the time for performance is set forth in Exhibit B attached hereto. Exhibit A and Exhibit B are incorporated in this Agreement and made a part hereof for all purposes.
- b. Upon execution of this Agreement, all services previously performed by Vendor 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. Vendor shall obtain all approvals and make payment for any and all permits that are necessary for the performance of the Work.
- d. District shall provide Vendor with a program of its requirements for the Work or for work by others which utilize Vendor's Work Product ("Program"). The Program may be a series of documents or other communications. Vendor shall, at all times, conform its Work to the requirements of the Program and to the requirements of District.

#### 2. Term.

Term of Agreement: The Agreement is effective as of the Effective Date set forth above and terminates **per Board Document Contract Terms**. At the option of the District, the Agreement may be renewed for an additional \_\_\_\_ year term(s), provided that the District has given Vendor written notice of the District's intention to renew no later than thirty (30) days prior to the expiration of the then current term and provided further that at the time the District gives its written notice of the Vendor is not in default and the Agreement has not been terminated.

#### 3. Vendor's Duties and Representations.

- a. Notwithstanding anything to the contrary contained in this Agreement, District and Vendor agree and acknowledge that District is entering into this Agreement in reliance on Vendor's special and unique abilities with respect to performing the Work, and Vendor's special and unique abilities with respect to:

The Vendor accepts the relationship of trust and confidence established between it and the District by this Agreement. Vendor 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 Vendor'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. Vendor 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. Vendor warrants and agrees that the Work will be accurate and free from any material errors. The Vendor'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 Vendor 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 Vendor's skill and knowledge in performing the Work.
- c. The Vendor represents and agrees that all persons connected with the Vendor 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.
- d. The Vendor agrees to furnish efficient business administration and perform the Work in the most expeditious and economical manner consistent with the interests of District.
- e. Vendor 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 Vendor has been duly authorized to act for and bind Vendor; 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 Vendor has been duly authorized to act for and bind Vendor.
- f. Neither the execution and delivery of this Agreement by Vendor 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 Vendor is bound, or any agreement by which Vendor is bound or to the best of the Vendor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Vendor.
- g. Except for the obligation of District to pay Vendor certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Vendor 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 Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Agreement.

**4. The Agreement Sum.**

- a. The District shall pay Vendor in current funds for the performance of the Work as set forth in Exhibit C.
- b. The Agreement Sum includes any applicable Federal, State or Local Sales or use tax payable on this transaction.

**5. Payment Terms.**

- a. Absent any provision to the contrary, District shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Vendor hereunder if any one or more of the following conditions precedent exist:
  - (1) Vendor 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) Vendor has failed to make payments promptly to its sub-vendors or sub-contractors or other third parties used in connection with the Work for which District has made payment to Vendor; 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 to Vendor hereunder unless and until Vendor, 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.

- b. 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 Vendor of any of its obligations hereunder with respect thereto.
- c. Vendor shall promptly pay all bills for labor and/or material performed and furnished by others in connection with the performance of the Work.
- d. Vendor shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Vendor 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 ten (10) years from the completion of this Agreement. Vendor will permit District to audit all books, accounts or record relating to this Agreement or all books, accounts or record of any business entities controlled by Vendor that participated in this Agreement in any way. Any audit may be conducted on Vendor's premises or, at District's option; another location. Vendor shall provide all books and records within fifteen (15) days upon receipt of written notice from District. Vendor shall refund any monies erroneously paid to the Vendor or charged to the District. If District ascertains that it has been billed erroneously by Vendor for an amount equaling 5% or more of the Agreement amount, Vendor shall be liable for the costs of the audit in addition to any other penalty to be imposed.
- e. The acceptance of Final Payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and identified by the Vendor as unsettled at the time of the Final Request for payment.  
District shall have the right to verify the details set forth in Vendor's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Vendor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Vendor's
- f. District shall have the right to verify the details set forth in Vendor's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Vendor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Vendor's business employees; (4) visiting any place where performance of all or a portion of the work occurs; and (5) other reasonable action.
- g. In the event a federal grant or other federal financing participates in the funding of this agreement, the Vendor shall permit access to and grant any federal representatives the right to examine his books covering his work under this Agreement. The Vendor shall comply with federal requirements as they relate to this work.
- h. 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.
- i. District shall not prepay for any Work until it is completed.

**NOTE: All goods and services require the issuance of a valid purchase order PRIOR to the commencement of the delivery of the goods and/or start of services.**

## **6. Ownership and Use of Documents.**

- a. All documents and materials particular to the Work prepared by Vendor or Vendor's 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, Vendor shall treat all such Work Material as confidential, and Vendor 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.

## **7. 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 (15) day period.

- b. District may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to the Vendor. Upon termination pursuant to this paragraph, the Vendor shall be entitled to payment of such amount as shall compensate Vendor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Vendor shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Vendor shall have delivered to District all reports, documents and other materials prepared by Vendor prior to termination. District shall not be required to reimburse Vendor for any services performed or expenses incurred after the date of the termination notice.
- c. As of the date of termination of this Agreement, Vendor shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Vendor 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 materials. All such materials are the property of the District. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.
- d. If Vendor 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 Vendor hereunder, any and all reasonable expenses incurred in connection with such curative actions.

**8. Indemnification.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE VENDOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VENDORS, 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 VENDOR, ANY SUBCONTRACTOR, SUB-VENDOR, 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 VENDOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING VENDOR 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 VENDOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY VENDOR, 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.**

**VENDOR 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 VENDOR, OR BY DISTRICT AT THE DIRECTION OF VENDOR, 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 VENDOR AND VENDOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. VENDOR 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 VENDOR 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.

**9. Independent Vendor.**

Vendor recognizes that it is engaged as an independent vendor and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Vendor, in accordance with its status as an independent vendor, 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. Vendor 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.

**10. Insurance.**

- a. Vendor, consistent with its status as an independent vendor, 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 if Vendor is awarded and applicable. All insurance must carry a waiver of subrogation and other requirements as listed in Exhibit D if applicable.
- b. The Vendor 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 Vendor.
- c. Vendor 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 Vendor hereunder from or after the date of this Agreement. Should the Vendor fail to deliver to the District these certificates in the form and in the manner specified within the required ten calendar days or as may be extended in writing by the District at its sole discretion; it is agreed that the Agreement is void and of no effect.
  - (2) Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Vendor fails to pay any of the renewal premiums for the expiring policies, District shall have the right to make such payments and set-off the amount thereof against the next payment coming due to Vendor under this Agreement; and
  - (3) Such Certificates shall name District as an Additional Insured, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to District, giving the District the right to pay the premium to maintain coverage, in which event Paragraph 10.d. (2) shall apply.
- d. The insurance policies required in this Agreement shall be kept in force for the periods specified below:
  - (1) Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Vendor;
  - (2) Workers' Compensation Insurance shall be kept in force until the Vendor's Services have been fully performed and accepted by District in writing.
- e. Agreements below \$25,000 have no specific insurance requirements unless otherwise required by Risk Management with the exception of a vendor providing some type of medical service.

11. Miscellaneous.

- a. Assignment. This Agreement is a personal service contract for the services of Vendor, and Vendor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party, unless consented to in writing by District (which consent may be withheld in District's sole and absolute discretion) . The benefits and burdens of this Agreement are, however, assignable by District. The Vendor shall not subcontract any portion of the work required by this Agreement without prior written approval of the District except for any subcontract work identified herein.
- b. Compliance with Applicable Laws and District Policies. The Vendor shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this Agreement. Such laws may include but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights Amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at [www.dallasisd.org](http://www.dallasisd.org) under Board of Trustees/ District Policies.
- c. Texas Public Information Act (TPIA). Vendor acknowledges that the Dallas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
  1. by Dallas ISD; [or]
  2. for Dallas ISD and Dallas ISD
    - a. owns the information; [or]
    - b. has a right of access to the information; or
    - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
  3. by an individual officer or employee of Dallas ISD in the officer's or employee's official capacity and the information pertains to official business of the Dallas ISD.

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

- d. STUDENT CONFIDENTIALITY. Vendor 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). Vendor is receiving student information in compliance with the requirements and exceptions outlined in FERPA. Vendor acknowledges that it must comply with said law and regulations and safeguard student information. Vendor may not re- disclose the information to a third party without prior written consent from the parent or eligible student. Vendor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement. If the Vendor will receive data from the District, Vendor will be required to sign the District's Data Sharing Agreement, which shall be included as an attachment to this agreement.

- i. Vendor will be provided with the following information:

- ii. When the information is actually given to the vendor, the following statement should be included on the cover page:

**This document contains personal information from a student's education records. It is protected by the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g) and may not be re-released without prior written consent of the parent or eligible student.**

- e. Suspension of the Work for the Convenience of the District. District may, without cause, order the Vendor in writing to suspend, delay or interrupt the Work in whole or in part for such time period as District may determine. Vendor shall be compensated for all services actually performed prior to receipt of written notice from District of such suspension, delay or interruption, together with any reimbursable expenses then due. If the Work is resumed after being suspended, delayed or interrupted for more than three months, the Vendor's compensation may be equitably adjusted if, in the District's reasonable opinion, such adjustment is warranted. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Vendor is responsible.
- f. Family Code Child Support Certification. By signing this Agreement, the undersigned certifies as follows: "Pursuant to Section 231.006 of the Texas Family Code, the Vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment." The Vendor hereby acknowledges that this statement is true, correct and accurate. This Agreement may be terminated, and payment may be withheld if this statement is inaccurate.
- g. Certain Bids and Contracts Prohibited. By signing this Agreement, the undersigned certifies as follows: "Under Section 2155.004, Texas Government Code, the Vendor 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."
- h. Loss of Funding and Commitment of Current Revenue. 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 Vendor as result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Vendor 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.
- i. Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Vendor 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 Vendor.
- j. 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.
- k. 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.
- l. 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.
- m. Proprietary Interests. With the exception of prior copyrighted or trademarked materials of the Vendor, Vendor 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 Vendor or any other party without the express prior consent of District. In implementation of the foregoing, Vendor 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 Vendor in the performance of consulting services for District, which is not generally known to the public, shall be confidential and Vendor shall not, beginning on the date of first association or communication between District and Vendor 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 Vendor's own benefit or the benefit of another, any such confidential information, unless required by law.



- r. 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.
- s. Enforcement. It is acknowledged and agreed that Vendor's services to District are unique, which gives Vendor a peculiar value to District and for the loss of which District cannot be reasonably or adequately compensated in damages; accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause District irreparable injury and damage. Vendor, 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.
- t. Nondiscriminatory Employment. In connection with the execution of this Agreement, the Vendor shall fully comply with the District's non-discrimination requirement cited below.

"The Dallas 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 Vendor's employees or agents is strictly forbidden. Any employee or agent of the Vendor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Vendor, including dismissal.

- u. District Representative. The District may designate a District Representative for this Project who shall assume certain activities and responsibilities attributed to the District in this Agreement. The Vendor agrees to cooperate and provide services in conjunction with the District Representative, as directed by the District.
- v. Conflict of Interest. 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.
- w. Business Ethics:
  - (1) During the course of pursuing contracts, and the course of Agreement performance, Vendor 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 Vendors of the District, or to any of their family members. At any time, Vendor believes there may have been a violation of this obligation, Vendor shall notify the District of the possible violation. The District is entitled to request a representation letter from Vendor, its subcontractors or vendors at any time to disclose all things of value passing from Vendor, its subcontractors or vendors to District's personnel, its trustees, officers, agents, or Vendors.
  - (2) The District may, by written notice to the Vendor, cancel the Agreement without liability to the Vendor 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 Vendor, or any agent, or representative of the Vendor, 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 Vendor in providing such gratuities.
- x. Subcontractor Contracts. The Vendor shall contract with each of its subcontractors, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement.

y. Debarment. In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, Vendor by signing this Agreement shall certify that to the best of the Vendor'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, including the Universal Service Administration Company (USAC) for administration of the E-rate Rules;
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 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.

**12. Sales Tax Exemption.**

- a. The Vendor 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 Vendor may be held liable as a consumer or user of goods, or otherwise without addition to the Agreement price. The Vendor shall pay all sales, consumer, use and other similar taxes required by law.
- b. The District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Vendor 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 Vendor in performing this Agreement with the District. The Vendor 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.

Title to all items purchased under a resale certificate shall vest in the District at the time of initial possession by the Vendor and shall only be used in performance of this Agreement. Vendor shall cause such items to promptly be marked, labeled, or otherwise physically labeled as District's property. Vendor 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 Vendor. 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

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

- a. Felony Conviction Notice: Vendor 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 Vendor. Additionally, Vendor 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 7 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: Vendor will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Vendor 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 Vendor 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. Vendor 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." The Vendor's employees, agents, and subcontractors subject to Article 14 shall be identified by a photographic identification badge, issued by a District approved third party company at the Vendor's expense. The third-party company shall 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. Vendor's violation of this section shall constitute a substantial failure under Article 7.
- c. If the Vendor 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

**14. M/WBE Plan.**

- a. Vendor, if subcontracting portions of the work, agrees to allocate work to subcontractors 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 Vendor, prior to the execution of this Agreement, shall report their M/WBE participation goal as a percent of the Agreement Sum. During the performance of all Work under this Agreement, the Vendor 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 Vendor, and may conduct audits, to assure that the Plan is being, and was, followed. With each Vendor's application for payment, the Vendor shall report their updated M/WBE Plan and actual M/WBE participation information.

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

**15. Agreement.**

- a. The Agreement between the Parties consists of this Agreement, Exhibit A Services And Personnel To Be Provided By Vendor, Exhibit B Schedule, Exhibit C Payment For Services, Exhibit D Insurance Requirements, Exhibit E M/WBE Plan, and Exhibit F Conflict of Interest Questionnaire, and Exhibit G Assignment of Work, In addition, a Purchase Order (including the reverse side), and if utilized in obtaining the services herein described, procurement documents, shall become a part of this Agreement (collectively, the "Agreement Documents")..
- b. This Agreement supersedes all prior agreements, written or oral, between Vendor 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 Vendor.
- 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

**16. Claims and Disputes.**

- a. Pre-Litigation Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement (collectively, "Claim" or "Claims") 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 District and Vendor. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this Agreement without first submitting the Claim to mediation.

- b. Claims for Consequential Damages. The Vendor and District waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 7. Nothing contained in this Subparagraph 17 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Agreement Documents.
- c. 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 Agreement Documents or any action required of the Owner by the Agreement 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.**

**17. Vendor Conduct**

- a. Sexual harassment of employees of the Vendor or employees or students of Owner by employees of the Vendor is strictly forbidden. Any employee of the Vendor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Vendor, including dismissal.
- b. The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its subcontractors. It is understood and agreed that the relationship of Vendor to Owner shall be that of an independent vendor/contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Vendor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Vendor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work and shall in no way affect Vendor's independent vendor/contractor status described herein.
- c. Vendor 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 Vendor's employees, subcontractors, and all other persons carrying out the Agreement. Vendor shall require all workers, whether Vendor's own forces or the forces of Vendor'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 shall be off limits to Vendor's forces, unless their work assignment specifies otherwise. Vendor shall also require adequate and appropriate dress and identification of Vendor's employees, subcontractors, and all other persons carrying out the Work. The Vendor shall further ensure that no on-site fraternization shall occur between personnel under the Vendor'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 Vendor's or Vendor's subcontractor's forces, or one serious infraction, can result in the immediate termination of this Agreement by Owner.

**18. Communications with The District:**

19.1 VENDOR CONTACT WITH DALLAS ISD BOARD MEMBERS:

Dallas ISD Board Policies CHE (LOCAL) and CAA (REGULATION) forbid vendors from contacting Board members individually **at any time during the procurement process or during the performance of any contract.** Below are excerpts of Board Policy CHE (LOCAL), for General Procurement process and CAA (REGULATION) for Technology Purchases eligible for E-Rate funding, which detail this restriction:

CAA (REGULATION):

“Contracts with vendors participating in the District's E-Rate Program will include the following provisions:”

“The vendor will refrain from contacting individual members of the Board regarding any aspect of the vendor's E-Rate business, whether current or anticipated. Communications with the Board, if required, will be in writing addressed to all members of the Board.”

The vendor will comply with all state and local laws and District policies regarding conflicts of interest and gifts of things of value, including the FCC's rules and requirements regarding "fair and open competition." The vendor will complete all affidavits and questionnaires required by the District relating to conflicts of interest and gifts in a complete and truthful manner. 4. A vendor that violates any of these provisions may have a pending bid or proposal rejected, be excluded or barred from receiving future contracts and/or have an existing contract canceled. CAA (REGULATION) - Page 4 of 16

Dallas ISD Board Policy CAA (REGULATION) may be viewed in its entirety from the Dallas ISD website.

CHE (LOCAL):

"Persons conducting commercial business with the District shall refrain from contacting individual members of the Board regarding any aspect of the business. Communications with the Board regarding any aspect of the business shall be in writing and addressed to all Board members."

CHE (LOCAL) - Page 1 of 4

"Any person or entity in violation of this policy may have a pending bid or proposal rejected, be barred from receiving future contracts, and/or have an existing contract canceled." - CHE (LOCAL) - Page 2 of 4

"Conducting business" shall include participation in a pending procurement, the negotiation of any contract, the performance of any contract, the selling of any product, and the performance of any services." CHE (LOCAL) - Page 2 of 4

Dallas ISD Board Policy CHE (LOCAL) may be viewed in its entirety from the Dallas ISD website.

#### 19.2 VENDOR PROHIBITION FROM USE OF FORMER DALLAS ISD EMPLOYEES:

Dallas ISD Board Policies CHE (LOCAL) and DBD (LOCAL) prohibits vendors from using of former Dallas ISD employees to work on, or have any involvement, in District-related business performed or provided by that vendor for a period of two years, for the Superintendent of Schools, Chiefs, Executive Directors, and Directors or equivalents, and 18 months for all other former employees. Below are excerpts from Board Policies CHE (LOCAL) and DBD (LOCAL), which detail these restrictions:

CHE (LOCAL):

"The District vendors, Vendors, and vendors shall not employ any employee or former employee for 18 months after the termination of such employee's employment relationship with the District unless the former employee will not provide services to the District, or work on, or have any involvement, in District-related business of the vendor." - CHE (LOCAL) - Page 4 of 4

Dallas ISD Board Policy CHE (LCOAL) may be viewed in its entirety from the Dallas ISD website. DBD (LOCAL):

"Former employees, including the Superintendent of Schools, Chiefs, Executive Directors, and Directors or equivalents thereto shall not make any communication to or appearance before a current committee, Superintendent, principal, or employee of the District before the two-year anniversary of the date the former employee ceased to be the Superintendent of Schools, a Chief, an Executive Director or a Director if the communication is made:

19.2.1 With the intent to influence; or

19.2.2 On behalf of any person in connection with any matter on which the former Superintendent of Schools, Chiefs, Executive Directors and/or Directors, seeks action by the District. [See CHE(LOCAL) and CH(LOCAL)]

A person who has been employed as a full-time employee of the District may not perform services for the District for compensation as a vendor or Vendor or on behalf of a vendor or Vendor for 18 months after the termination of the person's employment relationship with the District. This restriction does not apply to former employees who are hired as classroom teachers; campus based professional employees or campus principals." - DBD (LOCAL) - Page 3 of 4

Dallas ISD Board Policy DBD (LOCAL) may be viewed in its entirety from the Dallas ISD website.

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

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

Vendor:

District:

\_\_\_\_\_  
Vendor Company Name

Dallas Independent School District

9400 North Central Expressway

\_\_\_\_\_  
Vendor Address

Dallas, Texas 75204

\_\_\_\_\_  
Vendor City, State, Zip

FOR THE VENDOR:

FOR THE DISTRICT:

\_\_\_\_\_  
*Print Name of Person Signing for Vendor*

\_\_\_\_\_  
*Print Name of Representative*

\_\_\_\_\_  
*Vendor Representative Signature*

\_\_\_\_\_  
*District Representative Signature*

\_\_\_\_\_  
*Title of Vendor's Representative*

\_\_\_\_\_  
*Title of District Representative*

School Attorney:

Approved as to form.

\_\_\_\_\_  
*Signature of School Attorney*

EXHIBIT A  
SERVICES AND PERSONNEL TO BE PROVIDED  
BY VENDOR

Include:  
Detailed Explanation of all services and deliverables  
Names of Personnel and Resumes  
Proof of Criminal Background Checks for Personnel providing services  
(if applicable)

SEE ATTACHED

EXHIBIT B  
SCHEDULE

Services and/or good will be performed on an as needed basis and upon receipt of a fully executed agreement and issuance of a purchase order.

EXHIBIT C  
PAYMENT FOR SERVICES

Fee: Not to Exceed Pricing from the vendor's proposal

Daily or Hourly Rate: \_\_\_\_\_

Maximum Days or Hours Required: \_\_\_\_\_

Compensation:

Dollar Amount in Numbers

Dollar Amount in Words

Travel Expenses:

Dollar Amount in Numbers

Dollar Amount in Words

Agreement Sum: (Compensation + Travel Expenses)

Dollar Amount in Numbers

Dollar Amount in Words

Reimbursables; Not in Agreement Sum, approved in advance in writing by Owner. Not to Exceed:

Dollar Amount in Numbers

Dollar Amount in 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 [Board Policy DEE\(R\) - Regulation](#) 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 Vendor as an overhead expense from any daily or hourly rate. Any and all travel expenses paid to the Vendor shall be included in the total payment to Vendor, unless otherwise specified.

To receive payment, Vendor shall send invoices to District, specifying the days, hours and nature of the tasks covered by the invoices, such invoices are not to exceed in the aggregate the Maximum Sum.

The Vendor may be paid in monthly installment during the term of the Agreement, if approved by the District in advance. All invoices must show actual days or hours worked, per the terms herein. The Maximum Sum represents the maximum "not to exceed" cost to the District as shown above. Non- worked days or hours shall not be invoiced.

The District shall pay all undisputed invoices within thirty (30) days of receipt. The District's preferred method of payment will be thru Electronic Funds Transfer (EFT) or E-payables.

EXHIBIT D  
INSURANCE REQUIREMENTS

Such insurance listed will be required if Vendor is awarded and applicable.

Insurance requirements for contracts/agreements are based on the following guidelines:

- Contracts/agreements under \$50,000 do not require proof of insurance, unless the services are within the categories listed below.
- All contracts/agreements over \$150,000 require proof of insurance.
- Proof of insurance is required for the following contracts/agreements regardless of the contract amount:
  - Vendor is providing legal services, medical services, including, but not limited to, psychological services, counseling services, and occupational therapy and/or is providing a service that requires a professional license. If the contract amount is under \$150,000, only professional liability insurance is required.
  - All construction and maintenance contracts/agreements require proof of insurance. This applies to all aspects of building work including, but not limited to, ducts, electrical, HVAC, plumbing, roofing, asbestos abatement, elevator maintenance, architectural, engineering, and the like.
  - All contracts/agreements for student internships and transportation services require proof of insurance.
- Contracts/agreements for bounce house rentals or dunking booths are not permitted.

Procurement Services will request certificates of insurance from vendors who are required to provide certificates of insurance based on the guidelines above and will submit the certificates to Risk Management. Risk Management will review the certificates of insurance to ensure that the certificates of insurance meet District insurance requirements.

Vendors will not be allowed to begin work until the certificates of insurance submitted to Risk Management have been approved. If a department would like to request that the insurance requirements be waived for a vendor, a properly executed request to waive insurance requirements form signed by a director or above may be submitted to Risk Management for review and recommendation. Risk Management will submit the request to the District's Chief Financial Officer for a decision.

All certificates of insurance submitted to Risk Management must have a current issue date when submitted for review (issued within the last 30 days). If a vendor has multiple contracts/agreements within a 12-month period, the certificate of insurance submitted for the initial contract/agreement or master contract/agreement will be valid for a 12-month period or until insurance renewal, whichever comes first.

(This Section Left Blank Intentionally)

EXHIBIT E  
M/WBE PLAN

Include:  
Final signed forms after the review page  
Initial forms submitted with Bid may be utilized

SEE ATTACHED

EXHIBIT F  
CONFLICT OF INTEREST QUESTIONNAIRE

Include:  
Final signed form

SEE ATTACHED