

**Procurement Services Department
Fiscal Year 2018-2019**

NOTICE TO PROPOSERS

Sealed proposals for ***RFP JI-205447 Camera Systems for District School Buses*** will be received by the Dallas Independent School District Procurement Services Department, 9400 North Central Expressway, Ste 1510, Dallas, TX 75231 until 2:00 P.M. on ***January 30, 2019***. The proposal document can be obtained by downloading it from the Dallas ISD website homepage at <http://www.dallasisd.org/> at the "Supplier Opportunities" link.

Any proposals received after the closing time will be held for pickup or destroyed.

*******M/WBE POLICY ENDORSEMENT*******

All proposals shall contain the M/WBE Compliance Guidelines and Forms at the time of proposal opening. Bidders/proposers who will subcontract out portions of the work will be required to submit a signed Letter of Intent to Subcontract. Proposals will be considered non-responsive, and will not be accepted if the M/WBE Compliance Guidelines and Forms are not completed, signed and submitted. The M/WBE Department reserves the right to contact proposers for additional information/clarification after the proposal opening.

Any questions regarding the M/WBE documentation should be directed to the M/WBE Office at 972-925-4140.

Proposal #	Proposal Description	Closing Date	Closing Time	Buyers Initials
<i>RFP JI-205447</i>	<i>Camera Systems for District School Buses</i>	<i>January 30, 2019</i>	2:00 PM	<i>JJ</i>

The right is reserved to reject any or all proposals and to waive technicalities.

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

It is the goal of the Dallas Independent School District that at least 30% of the work performed under each contract will be provided by minority or woman-owned business enterprises.

RUN TWO TIMES ONLY AS FOLLOWS:

Wednesday, December 20 and Wednesday, December 27, 2019

RFP NOTICE

DALLAS INDEPENDENT SCHOOL DISTRICT WILL BE
CLOSED FOR THE WINTER BREAK

STARTING ON FRIDAY, DECEMBER 21, 2018 AND
RESUMING BUSINESS ON MONDAY JANUARY 7, 2019.

DURING THIS PERIOD, DALLAS INDEPENDENT SCHOOL
DISTRICT **WILL NOT** ACCEPT PROPOSALS. (MAIL OR
DELIVERY)

PLEASE MAKE NOTE OF THESE DATES.



Issue Date: December 19, 2018
Page 1 of 39 Pages
RFP # JI-205447
"Camera Systems for District School Buses"

[X] Request for Proposal (RFP)

Receipt/Opening Time and Date:

Candace Yarbough

Candace Yarbough, Director, Contracts Management

January 30, 2019, 2:00 P.M. (Central)

Dallas Independent School District ("Dallas ISD" or "District") is soliciting offers for the products, goods, or services per the specifications stated elsewhere in this solicitation document. Offers shall be submitted in a sealed envelope marked on the outside with the Offeror's name and address and solicitation number and title (RFP # JI-205447 Camera Systems for District School Buses) to:

Dallas ISD
Attn: Procurement Services
9400 North Central Expressway, Ste. 1510
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 received after the receipt/opening time and date may not be considered. FAX proposals or e-mailed proposals will not be accepted.

Questions concerning this solicitation document should be addressed, in writing, to Janet Ingram, jingram@dallasisd.org. Questions should be submitted not later than January 11, 2019, 2:00 PM (Central) 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 original signed Offer and two (2) copies and five (5) flash drives to Dallas ISD, Attn: Procurement Services, 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.

Contract(s) will be put into effect by means of a Letter of Acceptance, or some other written notification of Acceptance by The District, within ten (10) days of acceptance by the District. The document of Acceptance, the solicitation, the Offeror's Offer, and other pertinent documents will comprise the Contract Documents. See "Contract Documents and Order of Precedence" in General Terms and Conditions.

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

RFP # JI-205447 Camera Systems for District School Buses

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- II. Instructions and Requirements for Offer Submittal
- III. Evaluation Process
- IV. Forms to be Returned with Offer
- V. General Terms and Conditions
- VI. Special Terms and Conditions (if applicable)
- VII. Statement of Work/Specifications

Proposal Timeline (Estimated)

Issue RFP	December 20, 2018
RFP Due	January 30, 2019
Advertising Dates	December 20 and 27, 2018
Pre-Proposal Meeting	NA
Questions Deadline	January 11, 2019, by 2:00PM (Central)
Questions Response	January 16, 2019
Evaluation and Selection	Estimated: February 11-15, 2019
Approval/Award	Estimated: March 28, 2019

SECTION I: BACKGROUND INFORMATION/BASIC REQUIREMENTS

1. Dallas ISD is seeking Offers for a camera system for its student transportation bus fleet.
2. 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 options for mutual renewal**. Each option is for an additional successive one year term, to renew and extend the contract 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.
3. 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.
4. 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.
 - c. Dallas ISD has a fleet of over nine hundred sixty (960) student transportation buses (77-passenger, 54-passenger, and mini-buses) ranging in age from "new" to twenty two years old (1996 to 2017). The fleet has multiple models and manufacturers including International, Longhorn, Thomas, Blue Bird, and Freightliner. The mini-buses are primarily Chevrolet and Ford models.
 - d. Dallas ISD is in the process of ordering sixty (60) new buses (30 each 54-passenger and 30 each 77-passenger).
 - e. The majority of the buses have various camera systems (including stop arm cameras in some) installed with varying degrees of operability.
5. Dallas ISD is seeking to retrofit its student transportation bus fleet with new camera systems.
 - a. With the advancement of digital audio and video surveillance technology, Dallas ISD is looking for a complete, fully robust, integratable, scalable, turnkey "off the shelf" solution for all student transportation buses.
 - b. Although the buses currently have camera systems installed, there is no guarantee of reusability of any of the components including, but not limited to, wiring, brackets, housings, etc.
 - c. The features, functionality, and performance objectives (i.e., statement of work or specifications) are detailed in Section VII of this RFP. Please note that any exceptions/deviations from Section VII must be clearly identified and noted on the Exceptions to Terms, Conditions, and/or Statement of Work form provided elsewhere in this RFP.

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 make reference to 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, employee badging, and liability requirements of District as noted elsewhere in this solicitation document.

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

If Offeror's product/services do NOT meet the requirements set forth elsewhere in this RFP, the deviations and/or exceptions must be clearly identified and noted on the Exceptions to Terms, Conditions, and/or Statement of Work Form.

Response should include detailed removal of old equipment, installation of new equipment, and training plan to accommodate nine hundred sixty (960) buses as as noted in Section VII of this RFP. **Plan should include ability to complete all 960 buses by August 5, 2019.** See paragraph 4, Installation and Training, Section VII, Statement of Work/Specifications of this RFP.

If Offeror requires a credit application or similar documentation in order 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
- Price Offer Summary
- Detailed Price Affidavit
- Exceptions to Terms, Conditions, and/or Statement of Work
- W-9
- Criminal Background Checks and Badging
- MWBE Documentation **
- Interlocal Agreement ("Rider") Consent Form
- Other Questions/Responses (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), completed, and returned with Offer.

** Failure to complete and sign the MWBE documentation will result in Offer being deemed "Non-responsive."

Financial Performance. Offeror must provide an official, audited company annual report for the last fiscal year. (if this block is checked)

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 on 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 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; failure to complete and sign MWBE documentation; being debarred; and/or excessive exceptions to statement of work or terms and conditions.

2. **Evaluation Criteria.** In addition to the evaluation criteria noted in the General Terms and Conditions, the District will use the following criteria in the evaluation as part of "any other relevant factors":

None

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 conduct of 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 Meeting, at no additional cost to the District, when the recommendation is submitted for Board of Trustee approval.

5. **Demonstrations/Samples.**
 - a. Demonstration versions or samples of the products or goods being offered may be required of the Offerors being deemed in the competitive range during the evaluation process.
 - b. Dallas ISD anticipates conducting an initial evaluation of proposals and then having Offerors selected for the final competitive range to come on-site and provide a "proof of concept" presentation to the Dallas ISD evaluation team and demonstrate the capabilities of the proposed camera solution.
 - c. For this "proof of concept" and demonstration, Dallas ISD plans to bring 2—3 Offerors (from the final competitive range) per day so each will have approximately 2—3 hours each for this portion of the evaluation.
 - d. **This "proof of concept" and demonstration is anticipated to be the week of February 11—15, 2019 so Offerors are encouraged to keep these dates available.**

6. Best and Final Offer (BAFO)

- a. The District reserves the right for the Offeror(s) remaining in the competitive range to request 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:

- Company Information
- Representation and Certification (including CIQ)
- Form CIQ *
- Certificate of Interested Parties Form 1295*
- Felony Conviction Notice
- Subcontractor
- References
- Price Offer Summary
- Detailed Price Affidavit
- Exceptions to Terms, Conditions, and/or Statement of Work
- W-9
- Criminal Background Checks and Badging
- MWBE Documentation** Provided under separate cover, but incorporated by reference.
- Interlocal Agreement ("Rider") Consent Form
- Other Questions/Responses (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), completed, and returned with Offer.

** Failure to complete and sign the MWBE documentation will result in Offer being deemed "Non-responsive."

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
Edwin Flores, Board President
Dan Micciche, Board 1st Vice President
Joyce Foreman, Board 2nd Vice President
Justin Henry, Board Secretary
Dustin Marshall, Board Member
Jaime Resendez, Board Member
Lew Blackburn, Board Member
Audrey Pinkerton, Board Member
Miguel Solis, Board Member

RFP # JI-205447
Camera Systems for District School Buses

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: _____

RFP # JI-205447
Camera Systems for District School Buses

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. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "**Notification of Criminal History**", 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." Subsection (c) this notice is not required of 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.

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Camera Systems for District School Buses

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 commission's Division of Self-Insurance regulation. 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 Senate Bill 9" (attached).
11. **"No Boycott of Israel"**. 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.

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: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Address: _____ City, State and Zip Code: _____

Fax No. _____ Date: _____

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the District

Date

Amended 01/13/2006

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](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.

RFP # JI-205447
Camera Systems for District School Buses

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

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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: _____

RFP # JI-205447
Camera Systems for District School Buses

CRIMINAL BACKGROUND CHECK AND IDENTIFICATION BADGE(S)

1. Criminal Background Check and Identification Badge: Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror 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 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 Offeror's employees, agents, and subcontractors subject to Article 15 shall be identified by a photographic identification badge, issued by a District approved third party company at the Offeror'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. Offeror's violation of this section shall constitute a substantial failure under Article 8 Termination.

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 CH (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 District's third-party provider, FC Background at: <https://signup.fcbackground.com/> using project code: VENDISD15.

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: _____

RFP # JI-205447
Camera Systems for District School Buses

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: _____

RFP # JI-205447
Camera Systems for District School Buses

REFERENCES

Proposer must submit a list of at least three (3) 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	_____
Length of Relationship	_____
2. Company	_____
Address	_____
Point of Contact	_____
Phone Number	_____
Length of Relationship	_____
3. Company	_____
Address	_____
Point of Contact	_____
Phone Number	_____
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: _____

RFP # JI-205447
Camera Systems for District School Buses

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)

1. Price Offer should include estimate for overall system hardware and software for bus fleet schedule provided, installation and training costs, maintenance, support, recurring licensing costs, and any other costs associated.
2. Pricing should be provided for each category and shown as an annual cost
3. Pricing should include a cost for removal of "old" system on current buses.
4. Pricing should also include licenses, annual fees, subscriptions, etc.

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: _____

RFP # JI-205447
Camera Systems for District School Buses

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.

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: _____

RFP # JI-205447
Camera Systems for District School Buses

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

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: _____

RFP # JI-205447
Camera Systems for District School Buses

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 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 listing of current member 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: _____

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/RFO; 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 57th 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, 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. All required signatures shall be original and in ink.
 - 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 be extended. The unit price will prevail in resolution of mathematical errors in extension or 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 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 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 which are determined by Dallas ISD to be the best value, responsible, responsive Offer price and other factors considered, one Offer may be selected 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 Director of Purchasing.
- 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"—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 or for promotional purposes by the District.

- (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, on, or about the District 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 to include, 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 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 anytime 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. Essentially, from date of issue of a solicitation document until date of award, Offerors may only have contact with Procurement Services and Legal personnel of the District. Offerors should refer to Board Policies. 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 State of Texas Public Information Act. Offeror acknowledges that 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, etc. 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 a 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 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 debarred by the Texas Building and Procurement Commission, 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 and eighteen months for other employees.
- 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 Director of Purchasing 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 advalorem 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 Travis 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 also cc 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 will 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 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 Purchasing Director 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 Purchasing Director 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 supercede 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 Purchasing Director 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 supercede 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 Purchasing Director and included as an attachment/addendum to the Contract.

- 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.

- 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/RFO 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/RFO 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 on 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 solicitation/Contract and the District reserves the right to exercise 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 solicitation/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 30th day from the ending date of the final term.
24. **SEVERABILITY.** In case any one or more of the provisions contained in this 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 this 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 this 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 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 of 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 this 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 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 this 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.**
- a. The Offeror shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the District. 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 lines carrier, as determined by the State Board of Insurance. In addition, the District may consider the A.M. Best rating of the insurance company to determine the company's acceptability to the District.
 - 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 a limit of at least \$100,000. 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. 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 \$300,000 coverage. In Addition to the Comprehensive General Liability requirements shown above, Excess Liability or Umbrella Policy in the amount of \$1,000,000.00 is required for contracts of \$25,000.00 or more, unless Comprehensive General Liability limits of \$1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement.
 - 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 are 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.
- 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 Indemities, 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 "B+" 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.

40. **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".** 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. **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 (HIPPA), and Immigration Reform and Control Act.

41. 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: Special Terms and Conditions

None

Section VII: Statement of Work/Specifications

1. OVERALL SYSTEM SPECIFICATIONS:

- a. Overall system should have physical footprint compatible with leading bus manufacturers such as Thomas, BlueBird, International, ideally an OEM (Original Equipment Manufacturer) or authorized OEM Partner
- b. Overall system should be "turn-key" – no additional hardware / software modifications or customization needed other than API type interfacing for integration purposes
- c. Overall system to capture interior and exterior audio / video when vehicle is activated and stop when deactivated
- d. Overall system to capture and imprint key metrics (video timestamp (date, time) and GPS location, vehicle ID, door actuation) on data
- e. Overall system to provide a mirrored realtime backup as secondary storage
- f. Overall system to have interface capabilities with leading bus technology providers such as Zonar for GPS data
- g. Bus Onboard Systems should have transceiver technology to upload / download and to link with existing wireless network footprint for data retrieval; must have the ability to connect up to two (2) internal cellular modems without requiring any external hardware other than antennas. The cellular connections should be able to be set to minimum of 4G backward compatible to 3G/2G or a mix of the networks; should have a place to enter a user name and passwords; and should work with wireless encryption technologies.
- h. Bus Onboard Systems optimized to wirelessly transmit for audio / video uplinks to Data Management System.
- i. Overall system to provide health reports, remote diagnostic ability to signal users on malfunctioning equipment on bus, inability to contact buses, etc.
- j. Overall system to provide ability to create custom reports and queries
- k. Overall system to provide scalability and extensibility for new modules and add ons
- l. Overall system to operate in standard power provided by bus (9 to 16 volts DC)
- m. Overall system to not interfere with any other system installed or otherwise.
- n. Overall system to be tamperproof and securely installed to prevent unauthorized access
- o. Overall system should be "invisible" to bus operators and ridership.
- p. Cameras to capture both video and audio for following locations:
 - (1) Interior looking out in front of the bus
 - (2) Interior looking back towards the back of the bus
 - (3) Interior looking down at the bus driver and stairwell
 - (4) Interior looking wide angle at the left side front of the bus
 - (5) Interior looking wide angle at the right side middle of the bus
 - (6) Interior looking wide angle at the left side rear of the bus
 - (7) Interior looking wide angle at the right side rear of the bus
 - (8) Interior looking down at the wheelchair lift
 - (9) Exterior down the left side of the bus
 - (10) Exterior down the back of the bus
 - (11) Exterior down the right of the bus
 - (12) Exterior down the front of the bus

2. DATA MANAGEMENT SYSTEM SPECIFICATIONS:

- a. Data Management System to wirelessly retrieve onboard data by bus and by route the audio / video data files.
- b. Data Management System to be either hosted SAAS or ability to be locally hosted on DISD secured network – buses will house data until needed; retrieved data from events will be either hosted SAAS or locally hosted on DISD secured network to minimize storage needs
- c. Data Management System to be either browser based or multi user capable, and operate in Windows 10 / Mac OSX environments.

- d. Data Management System to be intuitive and easy to use to find and retrieve data from bus fleet from multiple bus service locations
- e. Data Management System to be able to save data into multiple video formats (.mp4, .m4v, .mov)
- f. Data Management System to be able to view data from bus data capture, scrub through data (play, stop, fast forward, fast reverse, pause, frame by frame forward or reverse), allow for face distortion, and save individual video frames as still pictures in multiple formats (.png, .jpg)
- g. Data Management System to be able to "watermark" saved data and password protect exported data to prevent tampering or any after export modification
- h. The playback software must be able to create "clips" of pertinent event time duration for
- i. Data Management System to be able to view one screen viewing of all camera data from a single bus file, options to select a single camera view, and view and synchronize multiple camera views from timestamp time and save into a single file

3. ONBOARD SYSTEM / AUDIO & VISUAL SPECIFICATIONS:

- a. Onboard system to have minimum 1TB hot swappable solid state memory – Hot Swappable means the hard drive may be removed / replace during full power operation without damage to data capture; compatibility with SD/micro SD cards with 256GB or higher
- b. Onboard system to manage data – once storage space is filled, system will overwrite the oldest data first
- c. Onboard system to be optimized for weather / humidity changes
- d. Onboard system to have ability to download via USB port in case remote access is not operating
- e. Onboard system to enable Bus Driver / Operator to "mark" recording when event starts
- f. Onboard system to be multi channel with solid state storage to withstand bus type road turbulence / vibration that meets MIL STD 810G/F for Vibration and Shock. The onboard DVR/NVR must be designed for mobile use (sealed from dust and humidity, electrical requirements 8 - 32 VDC, operational temperature range from 0F - 120F degrees), support at least ___ cameras and minimum 1TB hot swappable SSDs and 256GB SD/microSD Cards.
- g. Onboard system to enable capture in optimized format for onboard data storage
- h. Onboard system to 4-7 second brownout protection during power loss to protect media.
- i. Onboard system to have ability to store alarm events without the events being overwritten
- j. Onboard system to have ability to detect video loss, motion or a camera being covered and be able to trigger an alarm or event independently.
- k. Cameras to have wide angle interior and exterior cameras optimized for school bus installation, low profile, and in tamper proof encasements
- l. Cameras to have minimum resolution of NTSC 1280X720 with shatterproof, antiglare lenses, scratch resistant, high impact, moisture and temperature resistant; HD preferred
- m. Cameras to have ability to record in color in bright daylight, color with dim/dusk twilight, and at night (night resolution) and must automatically or ability to adjust manually to adjust the brightness, contrast, color and saturation individually on each camera
- n. Cameras to have adjustable directional audio capture abilities (omnidirectional, cardioid, bidirectional)
- o. Camera wiring to be hidden with no visible surface wiring.

4. INSTALLATION and TRAINING

- a. Disassemble existing onboard video cameras and onboard systems.
- b. Provide all equipment, cabling, hardware, and other materials necessary to install systems.
- c. Install all hardware and software (if needed) on site at Dallas ISD Transportation Bus Service Centers
- d. Installation to be performed by licensed, insured, and bonded Vendor personnel
- e. Install systems on all identified vehicles, end to end test audio and video exterior and interior, validate transmission, recall from Data Management System

- f. Provide training for Dallas ISD staff on all hardware / software installed, how to troubleshoot, etc.
- g. Provide all "owner's manual" documentation for hardware / software and user manuals
- h. Provide new equipment – no refurbished hardware or equipment unless identified in proposal and approved in advance by Dallas ISD.
- i. Reimburse Dallas ISD for damaging, defacing, or destroying Dallas ISD property in conjunction with installation
- j. Vendor's proposal should include detailed schedule for installation of camera systems for nine hundred sixty (960) buses.
- k. To preclude disruption of "normal" student transportation mission, Dallas ISD prefers installation to be done in evenings and/or weekends or timeframes during day when ISD is "closed" such as Summer Break. Although this is preferred by Dallas ISD, the District will consider other options such as taking 20—25 buses as a lot, removing them from service for a brief 3—5 day period to accommodate installation and performing the work during "regular" business hours Monday—Friday.
- l. District envisions installations being done between the hours of 6 PM—midnight during the week and/or 8 AM to 6 PM on weekends unless done during Spring or Summer breaks. Other arrangements will be entertained if proposed.
- m. Vendor will cleanup installation area; remove debris, end cuts, shavings, etc. from buses; and properly dispose of boxes, packing materials, and debris.
- n. Removal of old equipment for old and retired buses and installation of new equipment. Removal of old equipment should include "patching" or covering holes left as a result of removal.

5. SUPPORT

- a. Provide support for all technical hardware / software related items in accordance with guarantees and warranties
- b. If SAAS, vendor must provide proof of supportability and scalability in relation to Dallas ISD's size and operational complexity, i.e. proof of backup, redundant servers, scalability, disaster recovery, etc.
- c. Provide technical support within timeframes proposed or not later than 24 hours of request whichever is shorter
- d. Provide replacement of warranty parts within timeframes proposed or not later than 24 hours whichever is shorter
- e. Provide listing of all inventory including all hardware serial numbers, MAC addresses, location installed, and all other metric data.
- f. Provide automatic software upgrades on schedule to not interfere with Dallas ISD Transportation operations
- g. Provide a TEST environment and PRODUCTION environment to ensure software upgrades applied to TEST do not inadvertently "crash" systems.

6. WARRANTY

All warranty items must be detailed and minimum for optimal life of hardware

7. PRICING

Pricing offered should be complete and all encompassing to include, but not limited to, hardware, software, installation, testing, calibration, training, warranties, and licenses/subscriptions, etc.