



Dallas Independent School District Purchasing
Department

Request for Qualification

LH-203795
INFORMATION TECHNOLOGY SERVICE PROVIDERS

Submittal address: Dallas Independent School District Purchasing Department

3700 San Jacinto, Texas 75204
SUBMITTAL DUE DATE
June 8, 2011 2:00p.m.

PLEASE COMPLETE THE FOLLOWING REQUIRED INFORMATION AND MAKE THIS THE TITLE PAGE OF YOUR
PROPOSAL:

COMPANY NAME: _____

COMPANY ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

SIGNATURE: _____

THIS PAGE MUST BE RETURNED WITH THE RFQ

REQUEST FOR QUALIFICATION
RFP #LH- 203795 – INFORMATION TECHNOLOGY SERVICE PROVIDERS
I. NOTICE TO PROPOSERS

The Dallas Independent School District is soliciting Request for Qualifications for Information Technology Service Providers for areas such as programming and development, database administration, network support, technology governance and training services for the Information and Technology Services Department and various departments district-wide. This price agreement will be used to provide resources for highly specialized professionals, project consultants and staff augmentation in the Information Technology Services Department and Various Departments district-wide. In this document, the terms Request for Qualifications, Request for Proposals, Requests for Bid, RFQ, RFP, RFB, etc. are considered to be interchangeable and are all understood to mean Request for Qualifications, and further understood to be a competitive process to select and recommend for award contractual agreements for the services required herein. Qualification Statement shall be submitted to the address listed below clearly labeled and marked on the outside box/envelope with the offeror's name and address and proposal number to:

Lizzie Harris, Senior Buyer - Dallas ISD Purchasing Department
RFQ #LH-203795 – Information Technology Service Providers
3700 San Jacinto Street
Dallas, TX 75204

Request for Qualifications will be received at the above address until **2:00 PM, June 8, 2011**. RFQ's will be opened as received. Prices will not be read, nor disclosed in any other manner until award is made. **A Pre-Proposal Conference will be held on Monday, May 23rd 2011, 2:30p.m. Central Administration Building, Board Room, located at 3700 Ross Avenue, Dallas, TX 75204.** The last day to submit final questions is Wednesday May 25, 2011, 10:00 a.m. All questions must be submitted in writing and may be emailed to lharris@dallasisd.org or faxed to Attn: Lizzie Harris, 972-925-4136. NO PHONE CALLS PLEASE!

Faxed proposals will not be accepted. RFQ must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFQ. Dallas ISD will not be responsible for mail delivered from the post office. Vendors must submit sealed proposals in the form of the executed Offer Form and Price Offer Sheets together with any material required by this RFQ by the time and date specified. All proposals must remain open for ninety (90) days from the opening date pending acceptance by DISD.

The Dallas Independent School District (DISD) requests written proposals from qualified vendors for Information Technology Providers. A single agreement for all services is desired, but individual proposals and joint proposals will be accepted and considered. The district will award all or part of this RFQ to a single respondent or multiple respondents at its discretion, based upon the complexity of the evaluation, the number of respondents, the interoperability of the components, etc. More details are included in the Specifications selection of this Request for Qualifications document.

Proposer(s) may make written inquiries concerning this RFQ to obtain clarification of the requirements. Inquiries must be submitted no later than the date and time specified. Questions received by the date and time specified and corresponding answers, will be posted on the district's website for this solicitation. It is the responsibility of the Proposer(s) to check the website for answers to questions submitted. Questions must be submitted in writing either by e-mail to lharris@dallasisd.org or faxed to (972) 925-4136, with a request for a confirming receipt of all inquiries. Answers to questions will be issued by issuance of written addenda and posted to the Dallas ISD websites, www.dallasisd.org click on "vendor opportunities" this will take you to Purchasing web page. Posting transmission and confirmation of receipt of questions is the responsibility of the Proposer(s). Requests for verbal or telephone clarification will be declined and will be non-binding. Contact between the proposers and the user departments during the RFQ process or evaluation process is prohibited. Any attempt by a proposer to contact the departments could result in disqualification.

II. INSTRUCTIONS TO OFFERORS
RFQ #LH- 203795 –Information Technology Service Providers

1.0 GENERAL. The following instructions by the Dallas Independent School District are intended to afford offerors an equal opportunity to participate in the proposal process.

1.1 Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.

1.2 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 DISD Board of Trustees to indicate that the offeror agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation desired by an offeror regarding the meaning or interpretation of these instructions or any other RFQ documents must be requested in writing to the assigned Purchasing designee, 3700 San Jacinto St., Dallas, Texas 75204 with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors an amendment to the RFQ if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors.

1.4 A functional area expert or a day-to-day contract administrator or manager for DISD may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by the Lizzie Harris, Senior Buyer. Modifications to contracts/agreements will be made by the Lizzie Harris, Senior Buyer, and/or the Superintendent in accordance with the DISD Board's guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

1.5 DISD's procurement official for this contract is Lizzie Harris, Senior Buyer. Questions regarding specifications may be directed to Ms. Harris by e-mail at lharris@dallasisd.org

1.5.1 - DISD's technical/functional experts for this RFQ will handle by the assigned designee from the Information Technology department. The individual, or their designees, will be responsible for providing answers to questions related to the technical aspects of this RFQ, while the assigned designee from the Purchasing Department will provide answers related to contractual and procedural issues. ALL questions are to be directed to Lizzie Harris who will forward them to the functional experts for response.

1.6 The terms *offeror*, *contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *DISD*, *owner*, *district*, and/or *government entity* refer to Dallas Independent School District.

2.0 SPECIFICATIONS. Offerors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

3.0 INFORMATION REQUIRED. Each offeror shall furnish the information required by the RFQ documents. The offeror shall sign the Offer Form and the Felony Conviction Notification and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to DISD.

4.0 SUBMISSION OF PROPOSALS. The offeror should propose his/her lowest and best price, F.O.B. destination, on each item. Sealed proposals shall be submitted in an envelope marked on the outside with the offeror's name and address and the RFQ number/name. Proposals must be submitted in sufficient time to be received and date/time stamped at DISD's Purchasing Office on or before the published deadline date and time shown on the RFQ. Proposals received after the published time and date cannot be considered and will be returned unopened. **Faxed proposals will not be accepted.** Proposals may be delivered in person or addressed to:

Dallas ISD Purchasing Department
RFQ #LH- 203795 – INFORMATION TECHNOLOGY SERVICE PROVIDERS
3700 San Jacinto Street
Dallas, Texas 75204

4.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

4.2 Proposed price should be firm (fixed). If the offeror, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or event at which the increase would be effective.

4.3 DISD is exempt from federal excise taxes, state and local sales and use taxes.

4.4 Failure to manually sign the offer will disqualify it.

5.0 DISCUSSIONS/NEGOTIATIONS. Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, DISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by DISD's Director of Purchasing and will include only those initial offers that the Director of Purchasing determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

6.0 BEST AND FINAL OFFERS. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

7.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS. Proposals may be modified or withdrawn by written or telegraphic notice received by DISD prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by an Offeror or his/her authorized representative prior to the opening date/time, provided the offeror's identity is made known and he or she signs a receipt for the proposal.

8.0 OPENING PROPOSALS. All proposals shall be opened as soon as received. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but DISD's records are a matter of public record.

III. GENERAL CONDITIONS
RFP #LH- 203795 – INFORMATION TECHNOLOGY SERVICE PROVIDERS

1.0 SCOPE OF PROPOSAL.

1.1 The Dallas Independent School District (Dallas ISD) is soliciting Proposals (“proposal” or “proposals”) from qualified sources relative to provisions of the following Request for Proposal (RFQ).

1.2 A single agreement for all services is desired, but individual proposals and joint proposals will be accepted. Respondents must provide pricing detail specifications. The Dallas ISD reserves the right to award all or part of the above detailed specifications. The district will award all or part of this RFQ to a single respondent or multiple respondents at its discretion, based upon the complexity of the evaluation, the number of respondents, the interoperability of the components, etc.

1.3 This proposal should include the requirements specified in the scope of work to provide Information Technology Services Providers.

1.4 This RFQ is in six (6) parts/sections: I. Notice to Offerors; II. Instructions to Offerors; III. General Conditions; IV. Responsibilities of Offerors; V. Contract Specifications; and VI. Offer Forms. These parts are applicable and form a part of all contract documents and a part of the terms/conditions of all purchase orders for products included in the specifications and offer forms.

1.5 The term of this contract will be for Three (3) years. Prices shall remain firm for the term of the contract.

2.0 CONDITIONS OF AGREEMENT. The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:

- Contract Specifications (Section V.)
- Responsibility of Vendors (Section IV.)
- Instructions to Offerors (Section II.)
- General Conditions (Section III.)
- Notice to Offerors (Section I.)
- Offer Forms (Section VI.)

3.0 PROPOSAL SUBMITTAL. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation.

4.0 BRANDS AND MODELS. Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.

5.0 EQUIVALENT OR APPROVED EQUAL. Whenever a product is defined in any of the Conditions of Agreement by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term “or other units considered to be equivalent”, if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

5.1 If a brand/model is offered other than the one specified, complete descriptive information of the offered product must be included with the proposal. Products being proposed as an equal to the items specified must be available for inspection/evaluation by DISD. Samples, when requested, must be furnished within five (5) working days of the request at no cost to the district. If not destroyed during evaluation, samples may be returned to the offeror on request at offeror's expense.

5.2 Determination of equivalent or approved equal is at the sole discretion of DISD.

5.3 If the offeror takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.

6.0 SPECIFICATIONS. The offeror shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.

7.0 GENERAL EVALUATION. DISD will generally award contracts based upon the lowest, responsive, responsible offer, price and other factors considered. It is not the practice of the district to purchase on the basis of low price alone. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by DISD shall be based upon the actual quantities supplied. In determining the "lowest responsible" offer, DISD may consider, in addition to price, other factors such as compliance with the RFP documents, delivery requirements, suitability of product, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with DISD's Affirmative Action policies and goals.

7.1 The district may award a contract to the responsive, responsible offeror with the lowest aggregate offer. If unable to award as a package, the district will evaluate proposals and may award alternate awards.

7.2 Extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will shall prevail.

7.5 In the event identical proposals are submitted which are determined by DISD to be the lowest responsible offers, usually one offer will be selected as the successful vendor. If one of the offerors submitting identical proposals 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.

7.6 In determining how to award a contract or contracts in conjunction with the RFQ, the District shall consider the following:

7.6.1 Demonstrated Competence

7.6.2 Related Projects and Reference

7.6.3 The extent to which the goods or services meet the district's needs;

7.6.4 M/WBE Certification and Commitment.

7.7 SELECTION PROCESS

7.7.1 – Selection Process - The Selection Committee will be composed of members from the Dallas Independent School District. The Dallas Independent School District reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary.

7.7.2 - Pricing. All fees and charges should be included in the prices section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.

7.7.3 - Comprehensive equipment/software and service solution which has the most compatibility with the environment and which best meets the complete needs of the Dallas Independent School District.

7.7.4 - The selection committee will narrow the submitted proposals to the few that best meet the requirements of the Request For Qualification (RFQ) and which best meets the complete needs of the Dallas Independent School District. At that point interviews may be scheduled for demonstrations. Should a contract not be agreed upon, the committee will begin negotiations with the second best proposer. This will continue until an acceptable agreement can be developed. The resulting contract will be sent to the Board for approval along with the award recommendation.

7.8 ADDITIONAL CRITERIA SPECIFIC TO THIS REQUEST FOR QUALIFICATION

7.8.1 – EVALUATION CRITERIA OF PROPOSALS and AWARD of CONTRACT

7.8.2- EVALUATION FACTORS - The committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this Request for Qualification for Information Technology Service Providers as defined

in the specifications elsewhere in this document. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the Statement of Work and in the Instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

7.8.3 – EVALUATION CRITERIA SPECIFIC TO THIS REQUEST FOR QUALIFICATION - The evaluation of proposals will involve scoring each proposal in the following areas listed in order of importance, with respect to the requirements as outlined in this document:

7.8.3.1 – Demonstrated Competence- Total maximum points 40

- Demonstrated competence and qualifications to perform professional service required of this RFQ. 20 points
- Experience of the firm and personnel to be located in the Dallas office for the performance of these services. 10 points
- Availability of the personnel for assignment to District projects. 10 points

7.8.3.2 – Related Projects and Reference- Total maximum points 20

- Information supplied by references. 10 points
- Experience on District projects. 10 points

7.8.3.3 – The extent to which the goods or services meet the district's needs- Total maximum points 20

- Availability of resources to meet the Program Schedule. 10 points
- Availability of resources to meet Program Requirement. 10 points

7.8.3.5 – M/WBE Program Compliance-20 points

NOTE: The matrix included in Paragraph 19.0, Section V entitled, “Specifications/Scope of Work”, will be used in scoring each proposal.

8.0 RESERVATION OF RIGHTS. DISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or RFP procedure;
- (c) 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;
- (d) Reissue an RFQ;
- (f) Consider and accept an alternate proposal as provided herein when most advantageous to DISD;
- (g) DISD 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
- (h) Procure any item or services by other means to meet time-sensitive requirements.

9.0 ACCEPTANCE Notification of award will be by a letter of acceptance. The letter of acceptance citing the RFO consummates the contract which consists of the RFQ, the vendor's offer, and the signed letter of acceptance. Subsequent purchase orders may be issued as appropriate.

10.0 INVOICES AND PAYMENTS. Offeror shall submit separate invoices, in duplicate, on each purchase order after each delivery and/or project completed. Invoices shall indicate the purchase order number and the RFQ number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed to DISD at the address specified on the purchase order. No charge or addition to the accepted price shall be made by the vendor for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by DISD (unless specified in the specifications) or the project has been completed and the above instruments are submitted and the invoice has been accepted by

DISD. All prices shall be F.O.B. destination. Funds for completed purchase orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.

11.0 WARRANTY-PRICE. The price to be paid shall be that contained in offeror's proposal which offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this RFQ for similar quantities under similar or like conditions and methods of purchase. In the event offeror breaches this warranty, the prices of the items shall be reduced to the offeror's current prices on orders by others, or in the alternative, DISD may cancel this RFQ without liability to offeror for breach.

12.0 TERMINATION. DISD shall have the right to terminate for default all or any part of this contract if offeror breaches any of the terms hereof or if the offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which DISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

12.1 DISD has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12.2 DISD may terminate the contract and debar the vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

13.0 ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or any obligation delegated by offeror without the written permission of DISD.

14.0 INTERPRETATION. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFQ shall not be relevant to determine the meaning of this RFQ even though the accepting party has knowledge of the performance and opportunity for objection.

15.0 APPLICABLE LAW. This, and its resulting contract, shall be governed first by the laws of the State of Texas, and venue for any disputes arising thereunder shall be in Dallas County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFQ.

16.0 NOTIFICATION OF CRIMINAL RECORD. The person or entity submitting an offer must give notice to the district, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

17.0 INDEMNIFICATION AND HOLD HARMLESS: Except as otherwise expressly provided, offeror shall defend, indemnify, and hold DISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

18.0 ASSIGNMENT OF OVERCHARGE CLAIMS. Successful offeror shall assign to DISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

19.0 USE BY OTHER GOVERNMENT ENTITIES. The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful bidder only. In the event the successful bidder allows another governmental entity to join the Dallas ISD contract, it is expressly understood that the Dallas ISD shall in no way be in no way liable for the obligations of the joining governmental entity. If cooperative members decide to participate in this contract, and you, (the vendor) agrees that all terms, conditions, specifications, and pricing would apply, please indicate this on the form entitled Interlocal Agreement and include this with your response.

20.0 REPRODUCTION, DISTRIBUTION, ASSIGNMENT and DELEGATION. Copies of this Request For Qualification document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal; however, the vendor registered as the plan holder must submit his/her proposal on the original Request For Proposal document. NOTE: Vendors may not collaborate with any other vendor in preparing his/her proposal.

20.1 ASSIGNMENT-DELEGATION – No right or interest in a contract resulting from this request for Request for Proposal process shall be assigned or any obligation delegated by Offeror without the written permission of the Dallas Independent School District.

21.0 DISTRIBUTION. The Dallas Independent School District owns the exclusive right to distribute this and any procurement document to vendors requesting to be included in the procurement process or to vendors that have been identified as vendors qualified to provide the goods and/or services required in this document.

22.0 DISCUSSIONS/NEGOTIATIONS. Discussions/negotiations may be conducted with offerors who are deemed to be within the competitive range; however, DISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by DISD's Director of Purchasing and will include only those initial offers that the Director determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

23.0 RESPONSE FORMS: Section IV contains forms that are required to be completed and submitted along with your response. Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

23.1 BID OFFER FORM – This serves as a confirmation that your pricing was not submitted in collusion with any other vendor offering a quotation on this project. It further serves as an affidavit of accuracy as to the information supplied by you on remaining required forms.

23.2 VENDOR DEBARMENT FORM - Federal law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been debarred from participation in or contracting with school districts. This form addresses this requirement and must be submitted.

NOTE: Debarred vendors are ineligible from contracting with public school district and will not be considered. To verify that vendors who respond to any procurement solicitation process, whether it is a Request for Bid, Proposal, Competitive Sealed Proposal, District officials will perform a search for each responding vendor of the Federal Excluded Parties List System to verify if a vendor is currently on the list of debarred vendors. The location of that website is as follows: <https://www.epls.gov/>. This site is developed and administered by the General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-Procurement suspension and debarment.

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

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

23.5 COMMITMENT TO PROVIDE INSURANCE FORM - This form is required for contracts in the amount of \$25,000 or greater, and serves as a commitment from the prospective vendor(s) that the required insurance will be obtained and a certificate of such insurance will be furnished to Dallas ISD that meets the insurance requirements of this contract.

24.6 PROPOSAL/BID FORM – This form is to complete pricing offered for this project and must be submitted with signature of person authorized to commit your company to this project at the price(s) offered.

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

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

24.8 FAMILY CONFLICT OF INTEREST QUESTIONNAIRE – This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services. Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings. For individuals and/or entities who contract or seek to contract with the District for the sale or purchase of any property, goods, or services:

Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual).

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

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

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

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

25.1 – Dallas ISD Board Policy CAA (REGULATION) - Contracts with vendors participating in the District's E-Rate Pro-gram will include the following provisions:

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

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

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

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CAA\(REGULATION\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CAA(REGULATION).pdf)

25.5 Dallas ISD Board Policy CHE (LOCAL) – Persons conducting commercial business with the District shall

refrain from contacting individual members of the Board regarding any aspect of the business. Communications with the Board regarding any aspect of the business shall be in writing and addressed to all Board members. CHE (LOCAL) – Page 1 of 4

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

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

25.8 - Dallas ISD Board Policy CHE (LCOAL) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE(LOCAL).pdf)

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

25.10 DALLAS ISD BOARD POLICY CHE (LOCAL) - “The District vendors, consultants, and contractors shall not employ any employee or former employee for 18 months after the termination of such employee’s employment relationship with the District unless the former employee will not provide services to the District, or work on, or have any involvement, in District-related business of the contractor.” – CHE (LOCAL) – Page 4 of 4

2.1.1 - Dallas ISD Board Policy CHE (LCOAL) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE(LOCAL).pdf)

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

- a. With the intent to influence; or
- b. On behalf of any person in connection with any matter on which the former Superintendent of Schools, Chiefs, Executive Directors and/or Directors, seeks action by the District. [See CHE(LOCAL) and CH(LOCAL)]

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

26.2 Dallas ISD Board Policy DBD (LCOAL) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=DBD\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=DBD(LOCAL).pdf)

27.0 INSURANCE REQUIREMENTS

Contracted projects of any size shall be adequately insured. Coverage shall be verified by Risk Management Department before submittal to Purchasing. Risk Management will not waive any insurance requirements unless a Request for Waiver form is signed and forwarded to Risk Management by an administrative officer. The deputy superintendent of Business Services will make final waiver approval.

Vendors shall not be allowed to begin work until evidence of the required insurance is provided. All payments and performance bonds and certificates of insurance shall be reviewed before the vendor is awarded a contract or contemporaneously with the execution of a contract, when applicable. Submittals must be verified prior to issuing a Purchase Order.

Contracts and aggregate contracts below \$25,000 per year have no formal insurance submittals unless required by Risk Management.

All certificates must have a current issue date when submitted for review. (Issued within the last 30 days) All contracts must have a waiver of subrogation on the General Liability, Automobile Liability and Worker's Compensation.

The following are insurance requirements for different categories of services with contract amounts from \$25,000 - \$100,000 aggregate.

A. Services provided by Sole Proprietors, with exception of Medical Services

General Liability

Bodily Injury & Property damage	\$500,000 combined single limits/ \$1,000,000 aggregate
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Automobile Liability

Bodily Injury	\$250,000 per person/\$500,000 per accident
Property damage	\$250,000

Professional Error's & Omissions	\$1,000,000
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Umbrella Policy	\$1,000,000 / \$1,000,000 aggregate
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B. Businesses providing Accounting Services, Recreational Services, Student Support Services, Technology Services, Legislative Consulting Services, Communication Services, Professional Development Services, Curriculum & Instructional Services

Workers' Compensation	Statutory Limits
Employer's Liability	\$500,000 per accident / \$500,000 per employee

General Liability

Bodily Injury & Property damage aggregate	\$500,000 combined single limits/ \$1,000,000 aggregate
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Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily Injury	\$250,000 per person/\$500,000 per accident
Property damage	\$250,000

Professional Error's & Omissions	\$1,000,000
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Umbrella Policy	\$1,000,000 / \$1,000,000 aggregate
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C. Medical Services, including Psychological or Counseling Services

Workers' Compensation	Statutory Limits
Employer's Liability	\$500,000 per accident / \$500,000 per employee

General Liability

Bodily Injury & Property damage \$500,000 combined single limits/ \$1,000,000 aggregate

Business Automobile Liability: (Minimum limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily Injury \$250,000 per person/\$500,000 per accident
Property damage \$250,000

Professional Liability Insurance (Malpractice) \$1,000,000

Umbrella Policy \$1,000,000 / \$1,000,000 aggregate

D. Security Services

Workers' Compensation Statutory Limits
Employer's Liability \$500,000 per accident / \$500,000 per employee

General Liability

Bodily Injury & Property damage \$500,000 combined single limits/ \$1,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily Injury \$250,000 per person/\$500,000 per accident
Property damage \$250,000

Professional Error's & Omissions \$1,000,000

Umbrella Policy \$1,000,000 / \$1,000,000 aggregate

E. Transportation Services

Workers' Compensation Statutory Limits
Employer's Liability \$500,000 per accident / \$500,000 per employee

General Liability

Bodily Injury & Property damage \$500,000 combined single limits/ \$1,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Combined Single Limits \$1,000,000

Umbrella Policy \$1,000,000 / \$1,000,000 aggregate

F. Armored Car Services

Workers' Compensation Statutory Limits
Employer's Liability \$500,000 per accident / \$500,000 per employee

General Liability

Bodily Injury & Property damage \$500,000 combined single limits/ \$1,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily Injury \$250,000 per person/\$500,000 per accident
Property damage \$250,000

The following are insurance requirements for different categories of services with contract amounts above \$100,000.

All contracts over \$100,000 must have a waiver of subrogation on the general liability, automobile liability and the workers' compensation. They must also name the District as an additional insured on the general liability and automobile liability.

A. Services provided by sole proprietors, with exception of medical services

General Liability:

Bodily injury and property damage \$1,000,000 combined single limits / \$2,000,000 aggregate

Automobile Liability:

Bodily injury \$250,000 per person / \$500,000 per accident

Property damage \$250,000

Professional Errors and Omissions \$1,000,000

Umbrella Policy: \$1,000,000 / \$1,000,000 aggregate

B. Businesses providing accounting services, recreational services, student support services, technology services, legislative consulting services, communication services, professional development services, curriculum and instructional services, non-profit organizations

Workers' Compensation: Statutory limits

Employer's Liability \$500,000 per accident / \$500,000 per employee

General Liability:

Bodily injury and property damage \$1,000,000 combined single limits / \$2,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily injury \$250,000 per person / \$500,000 per accident

Property damage \$250,000

Professional Errors and Omissions: \$1,000,000

Umbrella Policy: \$1,000,000 / \$1,000,000 aggregate

C. Medical services, including psychological or counseling services

Workers' Compensation: Statutory limits

Employer's Liability: \$500,000 per accident / \$500,000 per employee

General Liability:

	Bodily injury and property damage	\$1,000,000 combined single limit aggregate
	Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles	
	Bodily injury	\$250,000 per person/ \$500,000 per accident
	Property damage	\$250,000
	Professional Liability Insurance (Malpractice):	\$1,000,000
	Umbrella Policy:	\$1,000,000/\$1,000,000 aggregate
D.	Security services	
	Workers' Compensation:	Statutory limits
	Employer's Liability:	\$500,000 per accident/ \$500,000 per employee
	General Liability:	
	Bodily injury and property damage	\$1,000,000 combined single limits/\$200,000 aggregate
	Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles	
	Bodily injury	\$250,000 per person/ \$500,000 per accident
	Property damage	\$250,000
	Professional Errors and Omissions:	\$1,000,000
	Umbrella Policy:	\$1,000,000/ \$1,000,000 aggregate
E.	Transportation services	
	Workers' Compensation:	Statutory limits
	Employer's Liability:	\$500,000 per accident/ \$500,000 per employee
	General Liability:	
	Bodily injury and property damage	\$1,000,000 combined single limits/ \$2,000,000 aggregate
	Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles	
	Combined single limits	\$1,000,000
	Umbrella Policy:	\$1,000,000/\$1,000,000 aggregate
F.	Armored car services	
	Workers' Compensation:	Statutory limits

Employer's Liability:	\$500,000 per accident/ \$500,000 per employee
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General Liability:

Bodily injury and property damage	\$1,000,000 combined single limits/\$2,000,000 aggregate
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Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily injury	\$250,000 per person/ \$500,000 per accident
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Property damage	\$250,000
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All Risk Armored Car Cargo Liability:	\$1,000,000
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Umbrella Policy:	\$1,000,000/\$1,000,000 aggregate
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All insurance policies proposed or obtained in satisfaction of these requirements will comply with the following general specifications, and will be maintained in compliance with these general specifications throughout the duration of the contract, or longer, if noted:

1. 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 least A-.
2. Liability policies will be endorsed to provide the following:
 - Name as additional insured the District, its officials, agents, and employees.
 - That such insurance is primary to any other insurance available to the additional insured.
 - 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.
 - Should any of the required insurance be provided under a claims-made form, the contractor 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 which give rise to claims made after expiration of the contract will be covered.

All evidence of insurance must be attached to the agreement.

IV. RESPONSIBILITIES OF OFFERORS
RFQ #LH-203795 – Information Technology Service Providers

- 1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/offeror.
- 2.0 Offerors are expected to provide prompt service that is due under this contract including warranties. Past performance of offerors may be a factor in awarding future contracts.
- 3.0 Offerors are expected to deliver service(s)/product(s) per specifications.
- 4.0 Submit one (1) original and six (6) copies of your RFQ. In addition, vendors must supply on soft copy 6 (electronic) in either CD Rom or flash drive with each copy of the proposal.
- 5.0 The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

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V. SPECIFICATIONS/SCOPE OF SERVICES
RFQ #LH-203795 – Information Technology Service Providers

1. JUSTIFICATION:

The district requires staff members qualified to perform routine maintenance, repair and minor upgrades to equipment and software. The rapid advance of technology, changing business requirements and shifting budget priorities often require the engagement of very highly skilled specialists to implement those changes on a short term or project basis. These specialists cannot usually be hired on as permanent staff in the existing pay scales. We compete for these skills with local industry as well as other educational entities. Human Capital has engaged the Texas Association of School Boards to do staffing and salary surveys of Information Technology and Services (ITS) to identify efficiencies and gaps.

In the meantime, ITS requires all consultants to perform knowledge transfers to existing employees to maximize their benefit to the district. As DISD transitions to a leaner organization, many of these consultants have increased worth and DISD should retain their services to help maintain our service levels.

2. STATEMENT OF QUALIFICATIONS

The Dallas ISD is soliciting Letters of Interest and Statement of Qualifications from qualified firms relative to the provision of technology services. The district anticipates that more than one firm may be selected to perform the specified services requested for the RFQ. This information shall be used to identify firms to provide these resources. Successful service providers responding to this RFQ shall provide consulting services to DISD Information Technology staff on use with its current IT platforms, software systems, operating systems, database administration, enterprise financial system, e-mail communication system and other systems that are itemized in the paragraphs below. Included in this section is a comprehensive list of the various platforms, operating environment, database systems, applications, architectures and print utilities. Successful service providers will demonstrate their expertise on the use of and experience with successful consulting services on or direct use of the systems listed in this section. Successful service providers shall be required to provide applications development and enhancement functions, work with functional analysts and operations business analysts to formalize specifications for custom development, design and implement technical solutions for conversions, interfaces, enhancements, reports, forms and workflows, etc., develop custom solutions using customized transactions to provide additional functionality not available within standard system, document and perform unit, integration, and regression testing in support of new implementations and releases, provide production support for systems after normal work hours. The successful service providers are expected to maintain an open line of communication to keep key supervisory staff or lead team members informed of all problems, successes, critical milestones and all matters related to assigned consultant assignments. Consultant expertise is needed in the areas of software development, network management, service support, system administration, IT governance, project management and training.

1. SOFTWARE AND PLATFORMS

A. Software Languages/Development Tools:

- Pearson's cTool utility
- JavaScript
- Java Servlets
- Java Server pages
- Java Beans
- Cascading Style Sheets
- HTML
- Oracle J Developer
- Unix Shell Scripting
- C programming languages
- XML
- XML Publisher
- Performance tuning
- SQL
- PL/SQL
- Application Express
- Discoverer and Web Discoverer
- Oracle Workflow
- Oracle Forms
- Oracle Reports
- PVCS (version control)
- PHP
- PLSQL Cartridge Development

- Crystal Reports
- EDI – Electronic Data Interchange
- K-Base
- Cold Fusion MX, MX7
- Microstrategy

B. Databases and Servers:

- Oracle databases:
 - o Multiple environments consisting of testing, training, and production.
 - o All databases are either 10g. or 11g
 - o DB's reside on AIX, Red Hat Linux, or SUSE Linux utilizing IBM SAN.
 - o DISD utilizes RapidClone on select databases.
 - o Discoverer databases
 - o Form Server
 - o Report Server
 - o Concurrent Process Server
 - o Scheduled batching
- Microsoft SQL Server databases:
 - o Multiple environments consisting of testing, training and production.
 - o stand alone and shared web servers
 - o stand-alone and shared SQL server
 - o SQL 2005/2008 and web servers
 - o Citrix servers and Citrix server farm
 - o Microsoft .net framework
 - o Internet Information Server (IIS)
 - o Crystal Enterprise Report Application Server (RAS)
 - o Secure Socket Layer certificates (SSL)
 - o Microsoft Data Access components (MDAC 2.8 or higher)
 - o SQL Server 2000/2005/2008
 - o Windows 2003 Domain Service
 - o Task Scheduler service
 - o SQL Server reporting service
 - o SQL Analysis service
 - o SQL server backup
 - o DTS SQL service
- MySQL databases:
 - o Multiple environments consisting of testing, training and production.
 - o Residing on Unix servers
 - o Apache (web service)
- Database tools:
 - o Enterprise Management Console / SQL Server Management Studio
 - o Oracle Applications System Administration
 - o Informatica

C. Application Systems:

- Oracle eBusiness Suites
 - o Accounts Payable
 - o Alerts
 - o Campus Technology Inventory
 - o Cash Management
 - o Chart of Accounts
 - o Employee Appraisal/Evaluation
 - o Employee Self Service
 - o Fixed Assets
 - o General Ledger
 - o Human Resources
 - o iExpense
 - o Inventory
 - o iProcurement

- o iSupplier
- o Labor Distribution
- o Learning Management
- o Mercer Benefits
- o Order Management
- o Org Plus
- o Pay For Performance
- o Payroll
- o PEIMS
- o Project Grants
- o Public Sector Budgeting
- o Purchasing
- o Receivables
- o Secure Doc
- o Time and Labor
- o Treasury
- o Teacher Retirement System
- o Web Discoverer
- o XML - BI Publisher
- APEX
- o Budget Development Tool
- o Medicaid
- o Lesson Plan Builder
- Oracle User Productivity Kit
- School Dude Facility Management System
- SIRE
- Fast Formulas
- AESOP Substitute Management
- Biometrics Application
- EDIT+PEIMS
- Career Cruising
- Certica's Certify data validation software
- Chancery SMS
- o Academic Planner
- o Advanced Reporting Toolkit (ART)
- o Adult Education
- o After School
- o American Indian
- o At Risk
- o Athletics
- o Attendance
- o Avid
- o Bilingual/LEP
- o Career and Technology Education
- o Child Abuse / CAO
- o Cohort
- o Course Catalog
- o End of Year (EOY)
- o Enrollment/Xfer/Withdrawal
- o Food Services
- o Free and Reduced Lunch
- o Grade Reporting (Elementary)
- o Grade Reporting (Secondary)
- o Graduation Process
- o Graduation Requirements / SEP
- o Health / Pregnancy
- o Homeless
- o Majority Minority Track
- o Next Year Prep
- o Dropouts/No Show
- o PEIMS
- o Promotion Standards

- o Residential Facility
- o Scheduling - Elementary
- o Scheduling - Secondary
- o Student Profile Center (a.k.a. PGP)
- o Summer School
- o Talented and Gifted
- o Testing and Assessment
- o Textbooks
- o Title I
- o Townview
- o Transcripts / AAR
- o Texas Records Exchange (TRex)
- o Tuition
- o Year End Planning
- Benchmark Assessment System
- Campus Accountability Management System
- Curriculum Central
- Dallas ISD Website (intranet and internet)
- Delta Magnet Application Tracking
- Grade Speed Grade entry/posting
- Health Office Health System
- Remedy/Work Control/ITIL
- Report conversion
- Review 360
- SAMS Truancy
- Sharepoint
- Spectrum K12 School Solution's Encore Special Education System
- Student Discipline System
- Student Profile Center for Personal Graduation Planning
- Technical Assistance Center's Remedy Issue Tracking System

D. Architectures used:

- iAS (9i or 10g) (Internet Application Server)
- Apache
- Tomcat
- J2EE
- Novell

E. Operating Systems:

- Microsoft Windows
- Linux (SUSE, Red Hat)
- Unix
- AIX

F. Print Utilities:

- Adobe
- Postscript
- SecureDoc
- PCL

1. SERVICES REQUIRED

A. Management Information Systems

- Software Development
 - o Programmer analyst
 - o SQL Server developer
 - o Oracle developer
- Database administrator
 - o SQL DBA

- o Oracle DBA
- o Oracle Applications DBA

B. Network and Systems Services:

- Network Management
 - o Network Specialist – No certification
 - o Network Specialist – CCNA Certified
 - o Network Specialist – CCNP Certified
 - o Network Specialist – CCIE Certified
 - o IT Voice Specialist – No certification
 - o IT Voice Specialist – CCNA Certified
 - o Network Consultant – CCNA Certified
 - o Network Consultant – CCNP Certified
 - o Network Consultant – CCIE Certified
 - o Technical Team Leader – Novice
 - o Technical Team Leader – Journeyman
 - o Technical Team Leader – Master
 - o Network Traffic Analysis Specialist
 - o Video Over Ethernet Specialist
- Server/Services Support
 - o Server Specialist – Microsoft Windows
 - o Server Specialist – Novell Netware
 - o Server Specialist – SUSE Linux
 - o Software Services Specialist – GroupWise
 - o Software Services Specialist – Microsoft Exchange
 - o Software Services Specialist – Active Directory
 - o Software Specialist – eDirectory
 - o Software Specialist – Syncsort
 - o Software Specialist – SQL Server Clustering
 - o Identity Management and Provisioning Consultant
 - o Novell Identity Manager 3.6 Engineer
- System Analyst – General
 - o System Management Specialist – HP Openview
 - o System Management Specialist – Journeyman 1
 - o System Management Specialist – Cisco LanWorks
 - o System Management Specialist – Wireless LAN
 - o IT Strategy Consultant - Novice
 - o IT Strategy Consultant – Journeyman 1
 - o IT Strategy Consultant – Journeyman 2
 - o IT Strategy Consultant – Master
 - o Security Specialist – Novice
 - o Security Specialist – Journeyman 1
 - o Security Specialist – Journeyman 2
 - o Security Specialist – Master
 - o Systems Management Consultant – Novice
 - o Systems Management Consultant – Journeyman 1
 - o Systems Management Consultant – Journeyman 2
 - o Systems Management Consultant – Master
- System Administration
 - o System Administrator – Novice
 - o System Administrator – Journeyman
 - o System Administrator – Master
 - o Web Hosting System Administrator – Novice
 - o Web Hosting System Administrator – Journeyman
 - o Web Hosting System Administrator – Master
 - o VMWare Consultant
 - o VMWare Engineer
 - o SAN Switching Engineer
- System Engineer
 - o Business Continuity & Recovery Consultant – Master
 - o Infrastructure Architect – BICSI Certified – Master
 - o Infrastructure Architect – RCDD Certified – Master

- o Web Hosting Delivery Architect – Novice
- o Web Hosting Delivery Architect – Journeyman
- o Web Hosting Delivery Architect – Master

C. IT Governance:

- ITIL Consultant
- Cobit Consultant
- Technical Writer/Editor
- Project Manager

D. Training Services:

- Central Administration and Campus Oracle Trainer
 - ◆ Oracle Training on Finance modules
 - ◆ Oracle Training on iProcurement
 - ◆ Oracle Training on forms and reports
 - ◆ Oracle UPK
- Conduct train-the-trainer seminars on an as needed basis.
- Develop end-user training manuals and documentation as needed.
- Assist in developing and maintaining a database of trainees for specific initiatives
- Assist in developing and maintaining a daily training schedule for specified initiatives.
- Assist in the distribution of information to appropriate staff regarding training plans for specified initiatives.
- Assist in the preparation of training manuals (e.g. printing, copying, allocation) and related materials for use in training sessions.
- Assist in the maintenance of on-site computer training laboratories to ensure readiness for training sessions.

18.0 PROPOSAL CONTENTS:

All RFQ submittals shall be organized in tabs following the criteria areas listed below. In each area the following information and answers to questions are required.

18.1 The following table describes the required format and content for the RFQI. The instructions for each section of the RFQ should be considered the minimum for compliance with the requirements of this solicitation. All sections will be included in the order shown below. Failure to adhere to this outline shall eliminate the RFQ from further consideration.

Tab 1 Demonstrated Competence

- a) Provide and show relevant competence, qualifications, and experience of firm personnel, for Information Technology Service Providers.
- b) Be specific in discussions, state verifiable information, and use names of individuals being proposed, and resumes.

Tab 2 To the Extent Which the Goods and Services Meets the District's Needs

- a) Describe your firm's special qualifications, successes, expertise, significant attributes, or experiences relevant to the provision of the proposed services.
- b) Provide a narrative of your firm's approach to this program. How will your firm approach the work and scope as defined above? What would your firm recommend in terms of the minimum requirements specified?
- c) Demonstrate or list years of experience for your firm with the proposed goods and services.

Tab 3 Related Projects and References

- a) Provide brief narrative profiles representative of your firm's experience with the DISD for the past 3 years. Please provide contact name associated with this work.
- b) List a minimum of three references to include names, current phone numbers and statement of relationship held. It is the responsibility of the applying firm to verify contact information for all references submitted.
- c) Provide brief narrative profiles representative of your firm's experience with other school districts in the DFW/Metroplex for the past five years. Please provide reference contact name and phone number.
- d) Provide brief narrative of your firm's three most successful contracts. Include only projects that are similar in size and scope with this request
- e) Provide brief narrative of your firm's largest single project (school or non-school) in the past 5 years. Note the dollar amount of your firm's contract and network size.
- f) Provide a listing of those clients who have provided repeat business to your firm in the last five years.

Tab 4 MWBE Certification and Commitment

- a) Provide an Affirmative Action Plan and workforce composition plan
- b) Present historical MWBE utilization on previous contracts.
- c) Provide subcontracting MWBE level and describe each MWBE firm's roles.
- d) Describe interest in district's voluntarily Joint Venture or Mentor Protégé Program.

*Note M/WBE forms must be completed and submitted with RFQ response are your RFQ will be deemed non-responsive.

19.0 EVALUATION CRITERIA SCORE SHEET – The Evaluation of all proposals will consist of the total of four scores:

- 1) The demonstrated competency
- 2) The relate projects and reference
- 3) The extent to which the goods or services meet the district's needs
- 4) The M/WBE score.

These three scores will be combined to create an overall score not to exceed the maximum number of points available for each proposal.

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19.2 EVALUATION SCORE SHEET:

Evaluation Criteria – General Procurement (Non-Construction)		Max Points 80
1. Demonstrated Competence - Demonstrated competence and qualifications to perform the professional services required of this RFQ.- 20 points - Experience of the firm and personnel to be located in the Dallas office for the performance of the services- 10 points. - Availability of the personnel for assignment to District projects- 10 points.		40
2. The extent to which the goods or services meet the district's needs. - Availability of resources to meet the Program Schedule- 10 points - Availability of resources to meet the Program Requirement- 10 points		20
3. Related Projects and References - Information supplied by references- 10 points - Experience of District Projects- 10 points		20
4 The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses. This will be applied to your M/WBE Participation and is worth 20 points broken down as follows:		20
4 a. Firm has an Affirmative Action/Diversity Plan and/or Policy and its workforce composition reflects its policies. List within the proposal, the firm's Affirmative Action/Diversity Plan and/or Policy and the workforce composition.		1
4 b. Firm provided positive historical M/WBE utilization on previous contracts, including but not limited to Dallas ISD Contracts.		5
4 c. Composition of the firm's team make-up meets the district's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles.		3
4 d. Composition of the firm's team make-up exceeds the district's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles.		5
4 e. Firm has currently established a Joint Venture partnership with a certified M/WBE firm in significant and meaningful roles for this proposal. Specify the percentage that the certified M/WBE will be allocated. Submit a certified copy of the JV agreement. Points will be awarded, pro-rata, based on the participation and responsibilities of the partners.		5
4 f. Firm currently participates in a Mentor Protégé Program, as a mentor. List within the proposal, the name, address, and contact information for the protégé along with the Mentor Protégé agreement. Provide any progress reports and deliverables achieved.		1
5. Any other relevant factor that the district shall consider.		0
Maximum Total Points		100
Evaluator Name: _____		

VI. OFFER FORM
RFQ #LH- 203795 –INFORMATION TECHNOLOGY SERVICE PROVIDERS

TO: Dallas ISD

I, or we , the duly authorized undersigned, having carefully read the Instructions to Offerors, General Conditions, Notice to Offerors, Contract Specifications, Responsibilities of Offerors, and Offer Forms, do hereby agree to enter into a contract with Dallas ISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFQ document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offers in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any Dallas ISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Dallas ISD's Purchasing personnel; or in any discussions or actions between offer/offers and any Dallas ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: _____

Name of Firm: _____

Signature: _____

Firm's Address: _____
Street Address

Name: _____
Please Print

_____ City State Zip

Title: _____
Please Print

Phone #: _____

E-mail: _____

Fax #: _____

SS or Fed ID #: _____

ENVELOPES SHOULD BE PLAINLY MARKED:
"RFQ #LH 203795 –INFORMATION TECHNOLOGY SERVICE PROVIDERS
Due Date: June 8, 2011
Time Due: 2:00 p.m.

THIS PAGE MUST BE RETURNED WITH THE RFQ

Dallas Independent School District
3700 Ross Avenue, Box 89
Dallas, Texas 75205

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.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

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): _____

Signature of Company Official: _____

THIS PAGE MUST BE RETURNED WITH THE RFQ

STRUCTURE OF PROPOSAL

Proposal Summary:

The Dallas Independent School District is soliciting Request for Qualifications for Information Technology Service Providers for areas such as programming and development, database administration, network support, technology governance and training services for the Information and Technology Services Department and various departments district-wide. This price agreement will be used to provide resources for highly specialized professionals, project consultants and staff augmentation in the Information Technology Services Department and Various Departments district-wide.

Expenses:

It is expected for vendors contracting to do work for the Dallas Independent School District to adhere as closely to the expenses reimbursement policy applicable to Dallas ISD employees and Trustees. The current travel reimbursement allowance is detailed in Dallas ISD Board Policy DEE (REGULATION), which may be found at the following website:

<http://www.dallasisd.org/about/boardpolicy.htm>

A summary of allowable reimbursements and rates are as follows; however, allowable reimbursement will be included in any resulting contract from this effort:

Item	Reimbursement Rate	Exclusions
Meals	\$30 per diem	Alcohol; Tip included in per diem
Lodging	\$80 per night	Only for commercial lodging establishment
Transportation – Air Fare	Actual expense	No 1 st Class unless only available fare
Transportation – Mileage	Actual expense	Mileage not paid for rental car, fuel allowed
Other	Actual Expense	Explanation and receipts required

(This space left blank intentionally)

Vendor Qualification Profile – Must be completed and returned with your proposal

Company Name: _____

Local Address: _____

Headquarters address: _____

Telephone Numbers; Main: _____

To place orders: _____

To check on orders: _____

FAX: _____

If there is no toll free number, does the company accept collect calls? _____

Company Website Address: _____

Contacts:

Corporate contact for this proposal:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Contact Title: _____

Local contact for this proposal:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Contact Title: _____

Number of year's company has been in business under this name: _____

Other company names used with dates, from/to: _____

THIS PAGE MUST BE RETURNED WITH THE RFP

How many years has the office, which will serve the District, been operational? _____

How many employees/consultants does the company have? _____

Total number of employees _____

Consultants/Support Staff in Texas _____

Consultants/Support Staff in education division _____

Consultants/Support Staff in the office serving our District _____

Company Operations/Services

What are the hours of operation for your customer support help desk (CST)? _____

If a Dallas ISD staff member called the help desk, would it be answered by someone located in Texas? _____

How many support staff are available to assist users with problems? _____

How many Staff members are assigned to the Help Desk? _____

How many Staff members are available for on-site consulting? _____

If the Vendor guarantees a return response on all help desk calls placed by the District, what is the return phone call turn around guarantee time? _____

If the Vendor offers extended phone support during certain times of the year, indicate when the extended phone support is offered and if there is an additional cost for the support. _____

Please provide any additional information pertaining to your company that would be important to the Dallas ISD administrative system software evaluation process:

(This space left blank intentionally)

References

All Proposers will submit a list of at least five client URL (Web address) references for which vendor has provided like products or services. References will include contact name, Web address, size of site (whether by traffic or page count) and telephone number for client contact.

1. Client: _____

Contact name: _____ Phone number: _____

Web Address: _____

Length of time client has been your customer: _____

2. Client: _____

Contact name: _____ Phone number: _____

Web Address: _____

Length of time client has been your customer: _____

3. Client: _____

Contact name: _____ Phone number: _____

Web Address: _____

Length of time client has been your customer: _____

4. Client: _____

Contact name: _____ Phone number: _____

Web Address: _____

Length of time client has been your customer: _____

5. Client: _____

Contact name: _____ Phone number: _____

Web Address: _____

Length of time client has been your customer: _____

THIS PAGE MUST BE RETURNED WITH THE RFQ

Notice to Vendors
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

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

Conflicts of interest exist if:

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

Disclosure is required from vendors regarding each affiliation or business relationship between the vendor and:

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

Forms must be filed:

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

Officers of the Dallas Independent School District are:

Adam Medrano, President
Lew Blackburn, Ph.D., First Vice-President
Carla Ranger, Second Vice-President
Bruce Parrott, Secretary
Nancy Bingham, Trustee
Eric Cowan, Trustee
Edwin Flores, Ph.D., J.D., Trustee
Mike Morath, Trustee
Bernadette Nuttall, Trustee
Michael Hinojosa, Ed D., Superintendent of Schools

The Conflict of Interest Questionnaire can be downloaded at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

If you are required to file, send the completed form to Dallas Independent School District, Purchasing Department, 3700 Ross Avenue, Box 89, Dallas, Texas 75204.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person seeking to do business with local governmental entity

FORM
CIQ

Name of Person Completing Form:

(Required Field)

Name of Company Completing Form:

(Required Field)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received: ____/____/____

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

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

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

(List Name of Officer in space provided above)

If naming government officer above, completion of A, B, C & D below is required. If no conflict, check box at line 4 below.

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

4 ☐ Check here if you are NOT reporting a conflict with any government officer of Dallas ISD

5

Signature (Required)

Date

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR RESPONSE



FAMILY CONFLICT OF INTEREST QUESTIONNAIRE

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Director of Purchasing not later than the seventh (7TH) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services:

Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual):

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services:

Identify each and every full-time District employee (and any member of the employee's family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual):

If more space is required please attach a second page. If the answer to any question is none, or not applicable, please write "None" or "Not Applicable" in the space reserved for that answer.

"I certify that the answers contained in this questionnaire are true and correct."

Individual: _____

Date: _____

Entity: _____

By: _____

Signature

Date: _____

Title: _____

Certified this _____ day of _____, 20____, by _____

Notary Public

Notary Seal

THIS PAGE MUST BE RETURNED WITH THE RFP

INTERLOCAL AGREEMENT CONSENT FORM
RFP #LH-203795 – INFORMATION TECHNOLOGY SERVICE PROVIDERS

1.0 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.

2.0 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.

3.0 DUTIES OF THE MEMBERS: The members agree to undertake the following, from time to time, as may be appropriate:

- 3.1 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.
- 3.2 Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
- 3.3 Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
- 3.4 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.

4.0 PURCHASING AUTHORITY:

- 4.1 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.
- 4.2 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 (except for the Interlocal Participation Agreement described in paragraph 3.2) for the purchase of products and services GOVERNING LAW.
- 4.3 The Master Agreement and all actions taken pursuant to this Master Agreement shall be governed by the laws of the State of Texas respecting independent school districts. Members specifically elect to be governed by the laws regarding purchasing found in Chapter 44 of the Texas Education Code. All action of this alliance shall be governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the Parties hereto shall be in Denton County, Texas.

5.0 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

If you (the Vendor) checked yes, 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>.

Printed Name:

Signature

Date

NOTICE TO BIDDER: This document must be signed in order to be deemed eligible for award. Please submit this document with your bid submittal. Offeror's signature affirms compliance with the following:

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- (a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;
 - (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and
 - (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.
- (c) For any subcontract at any tier expected to equal or exceed \$25,000:
 - (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
 - (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.
 - (4)

II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

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

- (b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." Offeror's violation of this section shall constitute a substantial failure.
- (c) If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION.

SIGNATURE OF OFFEROR: _____ DATE: _____

PRINTED/TYPED NAME OF OFFEROR: _____

COMPANY NAME: _____ TEL#: _____

THIS PAGE MUST BE RETURNED WITH THE RFP



COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT

If the Bidder shown below is awarded this contract by the DISD Purchasing Department, bidder will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to the DISD Purchasing Department, meeting all of the insurance requirements in this bid.

Insurance Coverages Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone No: (_____) _____ Fax No: (_____) _____

Insurance Agent/Broker Signature: _____

Company Name: _____

Contact: _____

Project/Bid No. and Title: _____

Date: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, the DISD Purchasing Department has the right to reject this bid and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please Lizzie Harris, DISD Purchasing Department at (972) 925-4125.

Bidder's Signature: _____ Date: _____

NOTIFICATION OF NO RESPONSE

Dallas ISD Purchasing Department
3700 San Jacinto
Dallas, Texas 75204

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

Lizzie Harris Senior Buyer, Purchasing Department
(at the above address)

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

After a review of **RFP #LH-203795 – INFORMATION TECHNOLOGY SERVICE PROVIDERS**, it was decided that there would not be a response to the request for proposal. The decision is based upon one or more reasons checked below.

- 1. Unable to meet specifications for (check all that apply):
Vendor qualifications _____
Insurance Coverage required _____
Timeline _____
- 2. Unable to utilize desired markets _____
- 3. Able to, but just prefer not to respond _____
- 4. Other: _____
Please explain _____

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

_____	()	()
Company (Print or Type)	Phone	Fax

_____	_____
Signature in ink	Date

Printed Name & Title of Signature

THIS PAGE MUST BE RETURNED WITH THE RFQ (If applicable)



Dallas Independent School District

M/WBE Compliance Guidelines and Forms

To be completed and signed by the Prime Vendor/Contractor

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

Print Name/Title: _____

Date: _____

Signature: _____

Telephone: _____

For additional information contact:

M/WBE Department, 3700 Ross Avenue, Box 76, Dallas, TX 75204

Phone: (972) 925-4140, Fax: (972) 925-4141/4149, Email: mwbe@dallasisd.org, Website: www.dallasisd.org

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



Dallas Independent School District

Minority/Women Business Enterprise (M/WBE) Policy Endorsement

All District respondents are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with minority and women-owned companies. The completed M/WBE Compliance Guidelines & Forms must be attached to all procurement responses totaling \$25,000 or more. If the completed M/WBE Compliance Guidelines and Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.

Instructions for Completing the M/WBE Compliance Guidelines and Forms

1. If you will utilize subcontractors, complete sections A, B, C, D, and sign page 1. Section E (Letter of Intent to Perform/Contract as a Subcontractor) is not required at the time of bid opening; however, it must be submitted prior to entering into an executed agreement with the District. Section E should be obtained from the M/WBE subcontractors you plan to utilize.
2. If you will not utilize subcontractors, complete sections A, B, and sign page 1.
3. If you are submitting a Request for Proposal (RFP), Request for Qualification (RFQ) or construction related procurement solicitation, complete sections F through I.
4. Submit the completed M/WBE Compliance Guidelines & Forms by the due date.

Clarification for the Joint Venture and Mentor Protégé Criteria

1. A company that has currently established a Joint Venture Partnership with a certified M/WBE firm for this proposal may be awarded up to 5 points. The Joint Venture Partnership is evaluated and awarded points as a prime vendor; therefore, the certified M/WBE partner will not be counted towards the M/WBE subcontractor utilization. Each prime vendor is encouraged to meet the M/WBE participation goal at the subcontracting level.
2. A company that has currently established a Mentor Protégé Agreement with an M/WBE firm may be awarded up to 5 points. The certified M/WBE protégé may be counted towards the M/WBE subcontractor utilization, if the M/WBE protégé will be performing as a subcontractor.
3. A company that is willing to voluntarily participate in the District's Mentor Protégé Program (which targets goods, services, and other professional service providers) may be

awarded up to 1 point. Subsequently, if a successful Mentor Protégé Agreement is established, the company may be awarded additional points for future responses.

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

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

- ◆ The completed M/WBE Compliance Guidelines and Forms must be attached to all procurement documents totaling \$25,000 or more and are due with the bid/proposal at the time of bid opening. If the completed M/WBE Compliance Guidelines and Forms are not attached, responses to procurement documents will be considered non-responsive.
- ◆ The district's aspirational M/WBE goal is 30 percent for goods, services, and construction contracts. The aspirational M/WBE goal for bond funded professional services contract is 35 percent. Please note, the district may assign a contract specific M/WBE goal. The M/WBE goal is applicable to any change orders, additional services, modifications or revisions to the original contract. Review your solicitation documents.
- ◆ For exceeding the district's aspirational M/WBE goals by an additional percentage, points will be awarded as follows:

Exceeding M/WBE Goal by an Additional	Cumulative Points
1% up to 5% utilization	.5
5.01% up to 10% utilization	1
10.01% up to 15% utilization	1.5
15.01% up to 20% utilization	2
20.01% up to 25%	2.5
25.01% and greater	3
30.01% up to 35% utilization	3.5
35.01% up to 40% utilization	4
40.01 up to 45% utilization	4.5
45.01% up to 50% and greater utilization	5

- ◆ The district recognizes M/WBE certifications issued by the North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Department of Transportation (DOT), Small Business Administration (SBA) – 8A or SDB, South Central Texas Regional Certification (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women's Business Council and City of Austin. Other certifications may be considered on an individual basis.
- ◆ Vendors do not have to be certified as an M/WBE to participate in the district's contracting and purchasing activities.
- ◆ All district bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with M/WBEs.
- ◆ Respondents who will subcontract portions of the work will be required to submit a letter of intent to subcontract (page 6, section E) for each proposed subcontractor prior to an agreement being executed by the Board or District, or committing the District to an expenditure of funds.
- ◆ Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its M/WBE subcontracting goals.
- ◆ Changes to the List of Subcontractors (page 5, section C) must be reviewed and approved by the M/WBE Department prior to any changes being made.
- ◆ The contractor/proposer shall notify the M/WBE Department if the percentage of M/WBE participation declines or falls below the level of participation represented in the contract. The contractor shall promptly notify the M/WBE Department within 7 days and obtain a listing of other qualified M/WBE vendors to meet the commitment amount.
- ◆ Contractor will be required to submit a Pay Activity Report indicating the amounts paid to its subcontractors with each pay application submitted or as requested by the district.
- ◆ Contractor agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, termination of M/WBE Clause, Prompt Payment Clause, and Retainage Clause.

- ◆ The contractor will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to M/WBEs, and copies of executed contracts with M/WBEs. The contractor must provide access to books, records and accounts to authorized district, state and federal officials for the purpose of verifying M/WBE participation and good faith efforts. All district contracts are subject to an M/WBE audit.

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

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

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

Certifying Entity North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Department of Transportation (DOT), Small Business Administration (SBA) – 8A or SDB, South Central Texas Regional Certification Agency (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women's Business Council and City of Austin. (If you are not M/WBE certified, list non-certified.)	Certification Number	Ethnicity	Gender

Section B. Will you use subcontractors as a part of this bid/proposal?

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

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

Subcontractor/ Supplier	Contact Person & Phone Number	Certification Type	Certification #	Ethnicity/ Gender	Service/Supplies to be Provided	Estimated Amount	% Of Total Bid
Totals							

- ◆ **Special Note:** Respondents who will subcontract portions of the work will be required to submit a letter of intent to subcontract (page 6, section E) for each proposed subcontractor prior to an agreement being executed by the Board or District, or committing the District to an expenditure of funds.

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

1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?	☐	☐
2. Were contracts broken down to provide opportunities for subcontracting?	☐	☐
3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs?	☐	☐
4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.?	☐	☐
5. Were subcontracting opportunities advertised in general circulation, trade associations, minority/women-focused media and/or minority chambers of commerce?	☐	☐
6. Did you encourage non-certified M/WBEs to pursue certification status?	☐	☐
7. Were negotiations conducted in good faith with interested M/WBEs?	☐	☐
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?	☐	☐
Special Note: The good faith efforts documentation is subject to an M/WBE audit. Upon request, you will be required to provide supporting documentation for the purpose of verifying your good faith efforts.		

Letter of Intent to Perform/Contract as a Subcontractor

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

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

Bid/Proposal #: _____ Bid/Proposal Title: _____

1. Name of Offeror / Prime Contractor _____

Address, City, State & Zip _____

SUBCONTRACTOR INFORMATION:

2. The undersigned has been certified by a Dallas ISD recognized certification agency

Name of Agency: _____ Certification Number: _____ Ethnicity/Gender: _____

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

and at the following price \$ _____

By: _____
(Name of the M/WBE Firm) (Signature of Owner, President or Authorized Agent) (Date)

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

DECLARATION OF PRIME CONTRACTOR:

HERBY DECLARE AND AFFIRM that I am the

I _____
(Name of Declarant) (Title of Declarant)

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

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

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

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

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

_____ (Name of Declarant) Phone Number: _____ (Phone)

_____ (Signature of Declarant) Date: _____ (Date)

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

Section F. Workforce Composition

EMPLOYEE CATEGORY	TOTAL EMPLOYEES		NON MINORITY		AFRICAN AMERICAN		HISPANIC		NATIVE AMERICAN		ASIAN	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive & Managerial												
Technical & Skilled												
Office & Clerical												
TOTAL												

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

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

Section H. Historical M/WBE Utilization

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

Name of Project	M/WBE Subcontractor/Supplier or Joint Venture Partner	M/WBE Contact Person & Phone Number	Amount or % of Bid

Section I.

1. Does Your Company Currently Participate in a Joint Venture Agreement with a Certified M/WBE for this Proposal?

☐ Yes ☐ No

2. Does Your Company Currently Participate in a Mentor Protégé Plan?

☐ Yes ☐ No

3. Will Your Company Voluntarily Participate in the District's Mentor Protégé Program?

☐ Yes ☐ No

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

- ☐ **Yes** My company has attached a notarized Joint Venture Agreement.
- ☐ **No** My company has not attached a notarized Joint Venture Agreement.
- ☐ **Yes** My company has attached a current Mentor Protégé Plan.
- ☐ **No** My company has not attached a current Mentor Protégé Plan.

For additional information, visit the following websites:

Mentor Protégé Plan: http://www.dallasisd.org/inside_disd/depts/business/support/mwbe/MPP.pdf Joint

Venture Agreement: http://www.dallasisd.org/inside_disd/depts/business/support/mwbe/JV.html

SAMPLE



DALLAS INDEPENDENT SCHOOL DISTRICT

THE AGREEMENT

FOR

[General Description of Work and Site Locations]

WITH

[Legal Name of Consultant or Professional Service Provider]

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

The Agreement Follows:

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

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Exhibit A Services And Personnel To Be Provided By Consultant

Exhibit B Schedule

Exhibit C Payment For Services

Exhibit D Insurance For Contracts

Required Risk Management Review Document

Exhibit E M/WBE Plan

Exhibit F Form Of Monthly Certification

Exhibit G Additional Services Proposal Form



DALLAS INDEPENDENT SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT

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

RECITALS:

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

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

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

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

1. Scope of Work.

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

2. Time.

- a. Term of Agreement: The Agreement is effective on [date] or [on issuance of purchase order] [and terminates on [date] [and shall continue for [written number followed by (x)] years]. All the work required by this contract shall be completed and ready for acceptance by the District no later than [date]. At the option of the District the Agreement may be renewed for additional one year terms, provided that the District has given Consultant written notice of the District's intention to renew not later than thirty (30) days prior to the expiration of the then current term and provided further that at the time

that the District gives its written notice of the Consultant is not in default and the contract has not been terminated.

3. Consultant's Duties and Representations.

- a. Notwithstanding anything to the contrary contained in this Agreement, District and Consultant agree and acknowledge that District is entering into this Agreement in reliance on Consultant's special and unique abilities with respect to performing the Work, and Consultant's special and unique abilities with respect to [insert type of services provided]. The Consultant accepts the relationship of trust and confidence established between it and the District by this Agreement. Consultant covenants with District to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of District in accordance with District's requirements and procedures, in accordance with the highest standards of Consultant's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Consultant warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.
- b. Consultant warrants, and agrees that the Work will be accurate and free from any material errors. The Consultant's duties as set forth herein shall at no time be in any way diminished by reason of any approval of the Work by the District nor shall the Consultant be released from any liability by reason of such approval by the District, it being understood that the District at all times is ultimately relying upon the Consultant's skill and knowledge in performing the Work.
- c. The Consultant represents, and agrees that all persons connected with the Consultant directly in charge of the Work are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- d. The Consultant agrees to furnish efficient business administration and perform the Work in the most expeditious and economical manner consistent with the interests of District.
- e. Consultant warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Consultant has been duly authorized to act for and bind Consultant; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Consultant has been duly authorized to act for and bind Consultant.
- f. Neither the execution and delivery of this Agreement by Consultant nor the performance of its obligation hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Consultant is bound, or any agreement by which Consultant is bound or to the best of the Consultant's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Consultant.
- g. Except for the obligation of District to pay Consultant certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Consultant or to anyone claiming through or under Consultant by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Consultant for payment pursuant to this agreement, no present or future partner or affiliate of District or any agent, officer, director, employee, or trustee of the District., or anyone claiming under District has or shall have any personal liability to Consultant or to anyone claiming through or under Consultant by reason of the execution or performance of this Agreement.

4. The Contract Sum.

- a. The District shall pay Consultant in current funds for the performance of the Work as set forth in Exhibit B.
The source of funding by the District for this work shall be:

199	-	41	-	6299	-	00	-	726	-	X	-	99	-	0	-	00
(Fund)		(Func.)		(Object)		(Sub Object)		(ORG)		(Program Intent Code (PIC) CODE)						

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

5. Payment Terms.

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

- (1) Consultant is in breach or default under this Agreement;
- (2) Any part of such payment is attributable to Work which is not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with this Agreement;
- (3) Consultant has failed to make payments promptly to its sub-consultants or subcontractors or other third parties used in connection with the Work for which District has made payment to Consultant; or
- (4) If District, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work in accordance with this Agreement, no additional payments will be due Consultant hereunder unless and until Consultant, at its sole cost, performs a sufficient portion of the Work so that such portion of the compensation then remaining unpaid is determined by District to be sufficient to so complete the Work.

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

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

- d. Consultant shall maintain on a current basis complete books and records relating to this agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Consultant shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least four years from the completion of this contract. Consultant will permit District to audit all books, accounts or record relating to this contract or all books, accounts or record of any business entities controlled by Consultant that participated in this contract in any way. Any audit may be conducted on Consultant's premises or, at District's option; another location. Consultant shall provide all books and records within fifteen (15) days upon receipt of written notice from District. Consultant shall refund any monies erroneously paid to the Consultant or charged to the District. If District ascertains that it has been billed erroneously by Consultant for an amount equaling 5% or more of the contract amount, Consultant shall be liable for the costs of the audit in addition to any other penalty to be imposed.

- e. The acceptance of Final Payment shall constitute a waiver of all claims by the Consultant except those previously made in writing and identified by the Consultant as unsettled at the time of the Final Request for payment.
 - f. District shall have the right to verify the details set forth in Consultant's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Consultant at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Consultant's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action.
 - g. In the event a federal grant or other federal financing participates in the funding of this Project, the Consultant shall permit access to and grant any federal representatives the right to examine his books covering his work under this Agreement. The Consultant shall comply with federal requirements as they relate to this Project.
 - h. For purposes of Texas Government Code §§ 2251.021(a)(1) and 2251.021(a)(2), the date the performance of service is completed, and the date goods are received, is the date when the District's representative approves the invoice.
6. Ownership and Use of Documents.
- a. All documents and materials particular to the Work prepared by Consultant or Consultant's subconsultants and subcontractors ("Work Material"), are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.
 - b. Except for such Work Material which is intended to be made public as part of the Project, Consultant shall treat all such Work Material as confidential, and Consultant shall neither use any such Work Material or copies thereof on other work nor disclose such material or information to any other party without District's prior written approval.
7. Default and Termination.
- a. In the event of substantial failure by a party hereunder to perform in accordance with the terms herein, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen day period.
 - b. District may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to the Consultant. Upon termination pursuant to this paragraph, the Consultant shall be entitled to payment of such amount as shall compensate Consultant for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Consultant shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Consultant shall have delivered to District all reports, documents and other materials prepared by Consultant prior to termination. District shall not be required to reimburse Consultant for any services performed or expenses incurred after the date of the termination notice.
 - c. As of the date of termination of this Agreement, Consultant shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Consultant in connection with its responsibilities hereunder. District shall have the right to use the ideas and designs therein contained for the completion of the work hereunder or otherwise. In the event of termination of this Agreement or upon completion of the work hereunder, the District may, at all times, retain the originals of all such materials. All such materials are the property of the District. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.
 - d. If Consultant fails to cure any default hereunder within fifteen (15) days after receiving written notice of such default, District shall be entitled, but shall not be obligated, to cure any such default and shall have

the right to offset against all amounts due to Consultant hereunder, any and all reasonable expenses incurred in connection with such curative actions.

8. Indemnification.

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

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

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

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

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

9. Independent Contractor.

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

unemployment insurance benefits, social security coverage or retirement benefits. Consultant hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

10. Insurance

- a. Consultant, consistent with its status as an independent contractor, shall carry at least the following insurance in such form, in such companies and in such amounts, unless otherwise specified, as District may require. Such insurance is listed in Exhibit D. All insurance must carry a waiver of subrogation and other requirements as listed in Exhibit D.
- b. The Consultant shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Consultant.
- c. A Certificate of Insurance indicating the expiration date, and existence, of the Consultant's professional liability insurance is required prior to commencement or continuation of performance of the services under this Agreement. Each request for payment by the Consultant shall include the expiration date of the insurance.
- d. Consultant shall deliver to District:
 - (1) Certificates evidencing the existence of all such insurance within ten calendar days after the execution of the agreement and prior to the performance or additional performance of any services to be performed by Consultant hereunder from or after the date of this Agreement. Should the Consultant fail to deliver to the District these certificates in the form and in the manner specified within the required ten calendar days or as may be extended in writing by the District at its sole discretion; it is agreed that the agreement is void and of no effect.
 - (2) Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Consultant fails to pay any of the renewal premiums for the expiring policies, District shall have the right to make such payments and set-off the amount thereof against the next payment coming due to Consultant under this Agreement; and
 - (3) Such Certificates shall name District as an Additional Insured, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to District, giving the District the right to pay the Premium to maintain coverage, in which event Paragraph 11.d.(2) shall apply.
- e. The insurance policies required in this Agreement shall be kept in force for the periods specified below:
 - (1) Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Consultant;
 - (2) Workers' Compensation Insurance shall be kept in force until the Consultant's Services have been fully performed and accepted by District in writing.

11. Miscellaneous.

- a. Assignment. This Agreement is a personal service contract for the services of Consultant, and Consultant's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by District. The Consultant shall not subcontract any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein.
- b. Compliance with Applicable Laws and District Policies: The contractor shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this contract. Such

laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at www.dallasisd.org under Board of Trustees/District Policies.

- c. Contractor acknowledges that District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that Contractor has clearly marked as confidential and/or proprietary, District will provide Contractor with the required notices under the TPIA. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.
- d. STUDENT CONFIDENTIALITY. Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). Contractor is receiving student information in compliance with the requirements and exceptions outlined in FERPA. Contractor acknowledges that it must comply with said law and regulations and safeguard student information. Contractor may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Contractor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.
 - i. Contractor will be provided with the following information:
 - ii. [Fill in the blanks]
 - iii. When the information is actually given to the vendor, the following statement should be included on the cover page:
 - iv. This document contains personal information from a student's education records. It is protected by the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g) and may not be re-released without prior written consent of the parent or eligible student.
- e. Suspension of the Work for the Convenience of the District
District may, without cause, order the Consultant in writing to suspend, delay or interrupt the Work in whole or in part for such time period as District may determine. Consultant shall be compensated for all services actually performed prior to receipt of written notice from District of such suspension, delay or interruption, together with any reimbursable expenses then due. If the Work is resumed after being suspended, delayed or interrupted for more than three months, the Consultant's compensation may be equitably adjusted if, in the District's reasonable opinion, such adjustment is warranted. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Consultant is responsible.
- f. Family Code Child Support Certification. By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- g. Certain Bids and Contracts Prohibited. By signing this Agreement, the undersigned certifies as follows: "Under Section 2155.004, *Texas Government Code*, the Consultant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- h. Loss of Funding and Commitment of Current Revenue: Termination of the Agreement under this paragraph is to be considered Termination For Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue

fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Consultant as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Consultant will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

- i. Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Consultant and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Consultant.
- j. Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- k. Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.
- l. Waivers. No delay or omission by either of the parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
- m. Proprietary Interests. With the exception of prior copyrighted or trademarked materials of the Consultant, Consultant agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, whether or not any of the same is accepted or rejected by District, shall remain the property of District and shall not be used or published by Consultant or any other party without the express prior consent of District. In implementation of the foregoing, Consultant hereby grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with District in any steps District may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed or used by District which is communicated to, learned, developed or otherwise acquired by Consultant in the performance of consulting services for District, which is not generally known to the public, shall be confidential and Consultant shall not, beginning on the date of first association or communication between District and Consultant and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Consultant's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Consultant shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Consultant as an independent contractor of District in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of District. Consultant shall obtain assurances similar to those contained in this Subparagraph from persons, contractors, and subcontractors retained by Consultant. Consultant acknowledges and agrees that a breach by Consultant of the provisions hereof will cause District irreparable injury and damage. Consultant, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- n. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

- o. Appointment. District hereby expressly reserves the right from time to time to designate by notice to Consultant a representative to act partially or wholly for District in connection with the performance of District's obligations hereunder. Consultant shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.
- p. Records. Records of Consultant's costs, reimbursable expenses pertaining to the Project and payments shall be made available to District or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless District otherwise instructs Consultant in writing.
- q. Notices: All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

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

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

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

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

- r. Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- s. Enforcement. It is acknowledged and agreed that Consultant's services to District are unique, which gives Consultant a peculiar value to District and for the loss of which District cannot be reasonably or adequately compensated in damages; accordingly, Consultant acknowledges and agrees that a breach by Consultant of the provisions hereof will cause District irreparable injury and damage. Consultant, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if District is not in breach of this Agreement.
- t. Nondiscriminatory Employment:

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

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

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

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

u. Business Ethics:

- (4) During the course of pursuing contracts, and the course of Contract performance, Consultant and its subcontractors and vendors will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or consultants of the District, or to any of their family members. At any time Consultant believes there may have been a violation of this obligation, Consultant shall notify the District of the possible violation. The District is entitled to request a representation letter from Consultant, its subcontractors or vendors at any time to disclose all things of value passing from Consultant, its subcontractors or vendors to District's personnel, its trustees, officers, agents, or consultants.
- (5) The District may, by written notice to the Consultant, cancel the Agreement without liability to the Consultant if it is deemed by the District that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Consultant, or any agent, or representative of the Consultant, to any officer or employee or agent of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Agreement is cancelled by the District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.

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

12. Sales Tax Exemption.

- a. The Consultant shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Dallas or other municipality having jurisdiction, and shall pay all taxes for which the Consultant may be held liable as a consumer or user of goods, or otherwise without addition to the contract price. The Consultant shall pay all sales, consumer, use and other similar taxes required by law.
- b. The Dallas Independent School District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Consultant may provide an exemption certificate in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Agreement, as well as all materials, supplies, equipment, another tangible personal property used or consumed by the Consultant in performing this Agreement with the Dallas Independent School District. The Consultant may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and

supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

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

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

- a. Felony Conviction Notice: Consultant shall certify compliance with Texas Education Code 22.0834 and Education Commissioner's rules regarding criminal history record review for all employees, applicants for employment, agents or subcontractors of the Consultant. Additionally, Consultant must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate this Agreement pursuant to Article 8 Termination if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.
- b. Criminal Background Check and Identification Badge: Consultant will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Consultant if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Consultant shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Consultant shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." The Consultant's employees, agents, and subconsultants subject to Article 15 shall be identified by a photographic identification badge, issued by a District approved third party company at the Consultant'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. Consultant's violation of this section shall constitute a substantial failure under Article 8 Termination.
- c. If the Consultant is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

14. M/WBE Plan

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

assure that the Plan is being, and was, followed. With each Consultant's application for payment, the Consultant shall report their updated M/WBE Plan and actual M/WBE participation information.

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

15. Agreement

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

Approved Modifications to the Agreement, i.e. written Amendments
Agreement and Exhibits
Procurement Documents
Authorized Transaction documentation
Purchase order

16. Claims And Disputes

- a. Pre-Litigation Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Consultant. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this agreement without first submitting the Claim to Mediation.
- b. Claims for Consequential Damages. The Consultant and Owner waive Claims against each other for Consequential damages arising out of or relating to this Contract. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8. Nothing contained in this Subparagraph 18 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Contract Documents.
- c. Texas Tort Claims Act. Owner does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Contract Documents or any action required of the Owner by the Contract Documents shall be interpreted to be such a waiver.

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

17. Consultant Conduct

- a. Sexual harassment of employees of the Consultant or employees or students of Owner by employees of the Consultant is strictly forbidden. Any employee of the Consultant who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Consultant, including dismissal.
- b. The Consultant shall be responsible to the Owner for acts and omissions of the Consultant's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Consultant or any of its Subcontractors. It is understood and agreed that the relationship of Consultant to Owner shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Consultant the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Consultant. Any direction or instruction by Owner or any of its authorized representatives in respect of the Project shall relate to the results the Owner desires to obtain from the Project, and shall in no way affect Consultant's independent contractor status described herein.
- c. Consultant shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Consultant's employees, subcontractors, and all other persons carrying out the Agreement. Consultant shall require all construction workers, whether Consultant's own forces or the forces of Consultant's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Consultant's forces, unless their work assignment specifies otherwise. Consultant shall also require adequate and appropriate dress and identification of Consultant's employees, subcontractors, and all other persons carrying out the Work. The Consultant shall further ensure that no on-site fraternization shall occur between personnel under the Consultant's and subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner' property and immediate removal from the site. Repeated termination of Consultant's or Consultant's subcontractor's forces, or one serious infraction, can result in the immediate termination of this Agreement by Owner.

(Remainder of page intentionally blank)

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

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

Consultant:

District:

Dallas Independent School District
3700 Ross Avenue
Dallas, Texas 75204

FOR THE CONSULTANT

FOR THE DISTRICT

By:

By:

(PRINT NAME OF PERSON SIGNING FOR CONSULTANT)
FOOTNOTE)

(PRINT NAME OF REPRESENTATIVE- SEE

Signature:

Signature:

(CONSULTANT REPRESENTATIVE SIGNATURE)

_____¹
(DISTRICT REPRESENTATIVE SIGNATURE)

Title:

Title:

(TITLE OF CONSULTANT'S REPRESENTATIVE)

(TITLE OF DISTRICT REPRESENTATIVE)

Notary Public:

Consultant's Attest:

Subscribed and sworn to before me this

_____ day of _____

By:

(SIGNATURE OF NOTARY PUBLIC)

(Notary Seal)

School Attorney:

Approved as to form.

By:

(SIGNATURE OF SCHOOL ATTORNEY)

¹ The District Representative per Signature Delegation Memo signs after School Attorney.

EXHIBIT A
SERVICES AND PERSONNEL TO BE PROVIDED
BY CONSULTANT

[Provide detailed explanations of all services and deliverables to be received.]

[Include applicable completed sections from procurement documents, if used.]

[Provide names of personnel and resumes.]

[Include any other details relating to what is received or done or provided in this area]

[Or reference in Addendum assigning work]

EXHIBIT B

SCHEDULE

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

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

[Include applicable review and comment times.]

[Provide names of personnel and resumes.]

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

[Or reference in Addendum assigning work]

EXHIBIT C
PAYMENT FOR SERVICES

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

[Or reference in Addendum assigning work]

Compensation:

\$ _____ (_____),
(Complete Numbers And Words)

Travel Expenses:

\$ _____ (_____),
(Complete Numbers And Words)

Contract Sum: (Compensation + Travel Expenses)

\$ _____ (_____),
(Complete Numbers And Words)

Reimbursables; Not In Contract Sum, approved in advance in writing by Owner. Not-To-Exceed:

\$ _____ (_____),
(Complete Numbers And Words)

Travel Expenses:

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

EXHIBIT D

INSURANCE REQUIREMENTS

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

Contract and insurance requirement:

Hold Harmless Agreement

Contractual Coverage

Products and Completed Operations Coverage

Waiver of Subrogation

District named as additional insured on coverages, except as to professional liability and workers' compensation.

Workers' Compensation
Employer's Liability

Statutory Limits
\$500,000 per accident/\$500,000 per person

General Liability

Bodily Injury &
Property Damage

\$500,000 combined single limits/
\$1,000,000 aggregate

Automobile Liability

Bodily Injury &
Property Damage

\$250,000 per person/\$500,000 per accident
\$250,000

Professional Liability

\$1,000,000 per claim

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

All Builders Risk Not required by Consultant

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

Contract and insurance requirement:

Hold Harmless Agreement

Contractual Coverage

Products and Completed Operations Coverage

Waiver of Subrogation

District named as additional insured on coverages, except as to professional liability and workers' compensation.

Workers' Compensation
Employer's Liability

Statutory Limits
\$500,000 per accident/\$500,000 per person

General Liability

Bodily Injury &
Property Damage

\$1,000,000 combined single limits/
\$2,000,000 aggregate

Automobile Liability

Bodily Injury &
Property Damage

\$250,000 per person/\$500,000 per accident
\$250,000

Professional Liability

\$1,000,000 per claim

Umbrella Policy \$1,000,000 per occurrence/

\$1,000,000 aggregate

All Builders Risk

Not required by Consultant

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

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

REQUIRED RISK MANAGEMENT REVIEW DOCUMENT

Review of Insurance Requirements for Contracts

Date: _____

Vendor: _____

Buyer: _____ Fax #: _____

Contract Amount: _____

Description of Service to be Provided: _____

General Liability Coverage - Approved ☐ Disapproved ☐

Automobile Coverage - Approved ☐ Disapproved ☐

Worker's Compensation - Approved ☐ Disapproved ☐

Professional Error's & Omissions - Approved ☐ Disapproved ☐

Umbrella Policy - Approved ☐ Disapproved ☐

Payment/Performance Bond- Approved ☐ Disapproved ☐

Reason(s) for disapproval: _____

Completed by: _____

RISK MANAGEMENT DEPARTMENT

Phone 214.932.5273 Fax 214.932.5288

LaRobinson@dallasisd.org

(Include signed form in agreement w/ insurance certificate)

EXHIBIT E

M/WBE PLAN

[Attach final signed forms after the review page]

[Initial forms submitted with procurement may be utilized]

EXHIBIT F

FORM OF MONTHLY CERTIFICATION

_____, 20__

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

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

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

- (a) With respect to the Project, including sub-projects, and except for certain claims set forth in the Consultant's current pay application (a copy of such claims are attached hereto) or any other service provider's current application for payment (a copy of such claims are attached hereto), Consultant has no knowledge of, and is not aware of any facts and circumstances relating to, any claims which have arisen against the District in connection with the Project.
- (b) With respect to the Project, the Consultant has no knowledge of, and is not aware of any facts or circumstances relating to, any failure by the Consultant or service providers to disburse to applicable subcontractors or subconsultants all amounts due and payable for labor, materials, services and equipment furnished in connection with the Project. To the Consultant's best knowledge, information and belief, Consultant and Service Provider have disbursed to all applicable subconsultants and subcontractors all amounts due and payable for all labor, services, materials and equipment furnished in connection with the Project.
- (c) With respect to the Project, to the Consultant's best knowledge, information and belief, the Project and the work provided by the Consultant has progressed to the point indicated and represented on the Consultant's current pay application and service provider's current application for payment, furthermore, the Work provided for the Project is in compliance with the Contract and with all applicable laws governing the Project.
- (d) With respect to the Project, to the Consultant's best knowledge, information and belief, the Project and the work provided by the Consultant including that detailed in Exhibit A and any approved Additional Services has progressed in accordance with the Schedule in Exhibit B.
- (e) With respect to the Project, to the Consultant's best knowledge, information and belief, the Project and the work provided by the Consultant has progressed in accordance with the Contract Sum and Payment for Services in Exhibit C.

Sincerely,

By: _____
Name:
Title:

EXHIBIT G
ADDITIONAL SERVICES PROPOSAL FORM

_____, 20 _____

Re:

Dear Sir/Madam:

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

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

[Insert Description of Services]

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

[_____ Dollars (\$ _____)]

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

[_____ Dollars (\$ _____)]

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

_____ (_____)

calendar days after Consultant is authorized to proceed.

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

Sincerely,

[Consultant]

By: _____

Name: _____

Title: _____

Accepted this _____ day of _____, 20____. Consultant is authorized to
commence performance of the Additional Services on _____, 20____.

[DISTRICT]

By: _____

Name: _____

Title: _____

ATTACHMENT ONE
AMENDMENT TO CONSULTANT AGREEMENT FORM

1. This Agreement to amend the the Agreement between

[legal name w/ dba name of firm]

("Consultant") and the Dallas Independent School District ("District" or "Owner") is effective the

[Enter date the Amendment is to be effective]

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

[Enter the date from the master Agreement]

("the Contract" or "Agreement") as follows:

3. The Project(s):

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

[School Name A; Road 1, Dallas, TX]

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

[School Name C; Road 3, Dallas, TX]

[School Name D; Road 4, Dallas, TX]

Total Basic Services Fee for this amendment =

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

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

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

FOR THE CONSULTANT

FOR THE DISTRICT

By:

By:

(CONSULTANT REPRESENTATIVE SIGNATURE)

AUTHORIZED REPRESENTATIVE

Dated: _____

Approved as to Form:

By:

(SCHOOL ATTORNEY)

END OF FORM OF AGREEMENT