I. NOTICE TO PROPOSERS

The Dallas Independent School District (Dallas ISD) is soliciting proposals (hereafter called proposal) for AUTOMATED IRRIGATION SYSTEMS per the specifications stated elsewhere in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the vendor’s name and address titled:

AUTOMATED IRRIGATION SYSTEMS
RFP #TH-204184

Tim Holt-Buyer
Procurement Services
Dallas Independent School District
3700 San Jacinto Street
Dallas, TX 75204

Proposals will be received at the above address until 2:00 PM, June 23, 2014. Proposals will be opened as received. Prices will not be read, nor disclosed in any other manner until award is made.

Faxed proposals will not be accepted. Proposals 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 RFP. Dallas ISD will not be responsible for mail delivered from the post office. Offeror’s must submit sealed proposals in the form of the executed Offer Form and Price Offer Sheets together with any material required by this RFP by the time and date specified. All proposals must remain open for one hundred twenty (120) days from the opening date pending acceptance by Dallas ISD.

This RFP will not be distributed in paper form. All distributions will be through the District website.

The RFP contains all necessary information to submit a proposal to the District. Please review it carefully, and if specific questions arise, forward your questions to the email address listed herein prior to the Question deadline.

The district will award this RFP to multiple respondents, based upon the evaluation of all proposals received. A contract will be executed with the successful Offeror’s as a result of this process. More details are included in the Specifications section of this Request for Proposal.

Tim Holt, Buyer
Procurement Services
II. INSTRUCTIONS TO OFFEROR’S

AUTOMATED IRRIGATION SYSTEMS

RFP #TH-204184

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

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

1.2 Offeror’s shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (proposal) is submitted will be construed by the Dallas ISD Board of Trustees to indicate that the vendor agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents not withstanding existing material and labor markets’ conditions.

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

1.4 A functional area expert or a day-to-day contract administrator or manager for Dallas ISD 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. Amendments to solicitation documents will be made by the Buyer of Procurement Services. Modifications to contracts/agreements will be made by the Buyer of Procurement Services, and/or the Superintendent in accordance with the Dallas ISD 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 Dallas ISD’s procurement official for this contract is Tim Holt, Buyer Procurement Services. Questions regarding specifications may be directed to Tim Holt by e-mail at Tiholt@dallasisd.org.

1.5.1 - Dallas ISD’s technical/functional expert for this contract is Mr. Dilworth. This individual, or his designees, will be responsible for providing answers to questions related to the technical aspects of this RFP, while Mr. Holt will provide answers related to contractual and procedural issues. ALL questions are to be directed to Mr. Holt who will forward them to the functional experts for response.

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

2.0 SPECIFICATIONS. Offeror’s are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the vendor’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 vendor shall furnish the information required by the RFP documents. The vendor should 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 Dallas ISD.

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

Tim Holt Buyer
Procurement Services
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 vendor, 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 Dallas ISD is exempt from federal excise taxes, state and local sales and use taxes.

4.4 Failure to manually sign the offer may disqualify it.

5.0 DISCUSSIONS/NEGOTIATIONS. Discussions/negotiations may be conducted with Offeror’s who are deemed to be within the final competitive range; however, Dallas ISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by Dallas ISD’s Evaluation Committee and will include only those initial offers that the Evaluation Committee determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Offeror’s 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, Offeror’s 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 Dallas ISD prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Vendor or his/her authorized representative prior to the opening date/time, provided the vendor'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 Dallas ISD’s records are a matter of public record.
III. GENERAL CONDITIONS
AUTOMATED IRRIGATION SYSTEMS
RFP #TH-204184

1.0 SCOPE OF PROPOSAL
1.1 Dallas Independent School District is seeking an individual agent or firms to provide AUTOMATED IRRIGATION SYSTEMS. Offeror’s are allowed to include subcontractors, if and when appropriate.

1.2 The district will award this RFP to multiple respondents, based upon the evaluation of all proposals received. A contract for providing parts for HVAC will be executed with the successful Offeror’s as a result of this process. More details are included in the Specifications section of this Request for Proposal.

1.3 This proposal should include the vendor’s comprehensive assortment for AUTOMATED IRRIGATION SYSTEMS as detailed in the Specifications Section of this solicitation document.

1.4 This RFP is in six (6) parts/sections: I. Notice to Offeror’s; II. Instructions to Offeror’s; III. General Conditions; IV. Responsibilities of Offeror’s; V. 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 A contract will be issued effective from August 2014 Board Meeting, (pending Board approval) for one (1) year with two (2) one (1) year options ending in August 2017. This contract is with the unilateral discretion of Dallas Independent School District based on factors such as, but not limited to, unit prices, delivery satisfaction, compliance with terms/conditions, and needs of the district. To exercise each option to renew, Dallas ISD must give written notice to the vendor of its election to renew for one (1) additional year within forty-five (45) days of the expiration of the agreement. If Dallas ISD fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate.

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

- Specifications (Section V.)
- Responsibility of Offeror’s (Section IV.)
- Instructions to Offeror’s (Section II.)
- General Conditions (Section III.)
- Notice to Offeror’s (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 the Proposal 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 Dallas ISD. 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 vendor on request at vendor’s expense.

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

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

6.0 SPECIFICATIONS. The vendor 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. Dallas ISD 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 Dallas ISD shall be based upon the actual quantities supplied. In determining the "lowest responsible" offer, Dallas ISD 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 Dallas ISD’s M/WBE policies and goals.

7.1 The district may award a contract to the responsive, responsible vendor with the “Best Value to the District”. 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 shall prevail.

8.0 EVALUATION. In determining to whom to award a contract, the District considers the following criteria:

1. The purchase price;
2. The reputation of the vendor and of the vendor’s goods or services;
3. The quality of the vendor’s goods or services;
4. The extent to which the goods or services meet the district’s need;
5. The vendor’s past relationship with the district;
6. The impact on the ability of the district to comply with vendor exceptions to the RFP;
7. The total long-term cost to the district to acquire the vendor’s goods or services
8. Any other relevant factor specially listed in the request for bid or proposals

8.1 SELECTION PROCESS

8.1.1 – Selection Process - The Evaluation Committee will be composed of members from the Dallas Independent School District. The Evaluation Committee will consist of no less than five (5) and no more than seven (7) members. A representative from Procurement Services will sit on the committee to facilitate all meetings regarding evaluation of the proposals. The Procurement Services official is not a voting member. Also, a representative from M/WBE will be on the committee. The Dallas Independent School District reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary.

8.1.2 – Pricing - All fees and charges should be included in the pricing section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
8.1.3 – Proposals will be evaluated and scored independently by each member and the scores will be compiled to generate a combined score. The proposals will be ranked in order, beginning with one, then two, three, and so on, until all proposals have been ranked. The proposal receiving the highest combined point total will be ranked number one and the remaining proposals will be ranked following that method.

8.1.4 - The Evaluation Committee will narrow the submitted proposals to the few that best meet the requirements of the Request For Proposal (RFP) and which best meets the complete needs of the Dallas Independent School District.

8.2 - EVALUATION FACTORS - The committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this Request for Proposals for a district-wide visitor identity system. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the Specifications 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.

9.0 RESERVATION OF RIGHTS. Dallas ISD 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 RFP;
(e) Consider and accept an alternate proposal as provided herein when most advantageous to Dallas ISD;
(f) Dallas ISD 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
(g) Procure any item or services by other means to meet time-sensitive requirements.

10.0 ACCEPTANCE Notification of award will be by a letter. A term agreement will follow.

11.0 INVOICES AND PAYMENTS. Offeror shall submit separate invoices on each purchase order after each delivery and/or project completed. Invoices shall indicate the purchase order number and the RFP number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed (address specified on the purchase order) or emailed (acctpayable@dallasisd.org) to Dallas ISD. No charge or addition to the accepted price shall be made by the Offeror for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by Dallas ISD (unless specified in the Scope of Work) or the project has been completed and the above instruments are submitted and the invoice has been accepted by Dallas ISD. All prices shall be F.O.B. destination. Funds for completed purchase orders concerning a resulting contract will be available within thirty (30) days of completion and acceptance by the district. The District’s required method of payment will be thru Electronic Funds Transfer (EFT) or E-payables.

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

13.0 TERMINATION. Dallas ISD shall have the right to terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor 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 Dallas ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.
13.1 Dallas ISD has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

13.2 Dallas ISD 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”.

14.0 ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or any obligation delegated by vendor without the written permission of Dallas ISD.

15.0 INTERPRETATION. 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 RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

16.0 APPLICABLE LAW. This RFP, 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 RFP.

17.0 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).

18.0 INDEMNIFICATION AND HOLD HARMLESS. Except as otherwise expressly provided, vendor shall defend, indemnify, and hold Dallas ISD 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 vendor, its agents or employees in the performance of its obligations under this contract.

19.0 ASSIGNMENT OF OVERCHARGE CLAIMS. Successful vendor shall assign to Dallas ISD 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.

20.0 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 liable for the obligations of the joining governmental entity.

21.0 REPRODUCTION, DISTRIBUTION, ASSIGNMENT and DELEGATION. Copies of this Request For Proposal 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: Offeror’s may not collaborate with any other vendor in preparing his/her proposal.

22.0 DISTRIBUTION. The Dallas Independent School District owns the exclusive right to distribute this and any procurement document to Offeror’s requesting to be included in the procurement process or to Offeror’s that have been identified as Offeror’s qualified to provide the goods and/or services required in this document.
23.0 RESPONSE FORMS: 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 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.

23.3 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.

23.4 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.

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

23.6 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.

23.7 – MINORITY/WOMEN BASED ENTERPRISE (M/WBE) GUIDELINES - The completed M/WBE compliance Guidelines and Forms must be signed and 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.
IV. RESPONSIBILITIES OF OFFEROR’S
AUTOMATED IRRIGATION SYSTEMS
RFP #TH-204184

1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the Vendor.

2.0 Vendor’s are expected to provide prompt service that is due upon issuance of a contract including warranties and identified deliverables. Past performance of Offeror’s may be a factor in awarding future contracts.

3.0 Vendor’s are expected to deliver service(s) and/or product(s) per specifications.

4.0 The warranty conditions for all supplies and/or equipment shall be considered manufacturer’s minimum warranty unless otherwise agreed to in writing.

5.0 Please return only the offer forms and affidavits unless exceptions to the proposal document itself are made. Proposals must be received by June 23, 2014 @ 2:00 PM. Proposals will be opened as received prior to June 23, 2014. Prices will not be read, nor disclosed in any other manner until award is made. There will not be exceptions from the June 23, 2014 2:00 PM deadline. Offeror’s are encouraged to respond early to make sure proposal responses have reached the correct department. Proposals must reach Procurement Services or be hand delivered to the Administrative Office Receptionist (who will mark with the date and time) to be considered “received.”

6.0 Submit one (1) original and five (5) copies of your proposal. In addition, Offeror’s must supply one soft copy (electronic) in either CD Rom or flash drive with your original copy of the proposal.

7.0 Proposal Schedule: The Dallas ISD desires to contract with multiple Offeror’s to provide AUTOMATED IRRIGATION SYSTEMS under this solicitation according to the following schedule:

<table>
<thead>
<tr>
<th>Timeline</th>
</tr>
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<tbody>
<tr>
<td>Release RFP</td>
</tr>
<tr>
<td>RFP Due</td>
</tr>
<tr>
<td>June 23, 2014 – 2:00 p.m.</td>
</tr>
<tr>
<td>Board Meeting</td>
</tr>
<tr>
<td>August 28, 2014</td>
</tr>
</tbody>
</table>

8.0 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.
### Evaluation and Award Process

Proposals received as a result of this solicitation will be evaluated and scored according to the following details:

#### Evaluation Criteria

<table>
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<tr>
<th></th>
<th>Points</th>
<th>Score</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Purchase Price – detailed description for rate of services per year</td>
<td>40</td>
</tr>
<tr>
<td>2</td>
<td>Reputation of the Vendor's goods and services.</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>The quality of the Vendor goods or services. Relevant References with Demographics and Size Cited</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>The extent to which the goods or services meet the district’s needs.</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Vendor's past relationship with the district</td>
<td>5</td>
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#### Pricing and Qualification Section

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<th>Points</th>
<th>Score</th>
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<tbody>
<tr>
<td>6</td>
<td>The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;</td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>Firm has an Affirmative Action/Diversity Plan and/or Policy and its workforce composition reflects its policies. List within the bid, the firm's Affirmative Action/Diversity Plan and/or Policy and the workforce composition.</td>
<td>1</td>
</tr>
<tr>
<td>b)</td>
<td>Firm provided positive historical M/WBE utilization on previous contracts, including but not limited to Dallas ISD Contracts.</td>
<td>5</td>
</tr>
<tr>
<td>c)</td>
<td>Composition of the firm's team make-up meets the district's M/WBE participation goal at the subcontracting/vendor level and includes diverse M/WBE firms in significant and meaningful roles.</td>
<td>3</td>
</tr>
<tr>
<td>d)</td>
<td>Composition of the firm's team make-up exceeds the district's M/WBE participation goal at the subcontracting/vendor level and includes diverse M/WBE firms in significant roles.</td>
<td>5</td>
</tr>
<tr>
<td>e)</td>
<td>Firm has currently established a Joint Venture partnership with a certified M/WBE firm in significant and meaningful roles for this bid. 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.</td>
<td>5</td>
</tr>
<tr>
<td>f)</td>
<td>Firm currently participates in a Mentor Protégé Program, as a mentor. List within the bid, the name, address, and contact information for the protégé along with the Mentor Protégé agreement. Provide any progress reports and deliverables achieved.</td>
<td>1</td>
</tr>
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#### Minority and Women Owned Business Enterprises (M/WBE) Compliance Section

<table>
<thead>
<tr>
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<th>Points</th>
<th>Score</th>
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<tbody>
<tr>
<td>7</td>
<td>Total long-term cost to the district to acquire the vendor's goods and services</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Whether the vendor or the vendor's ultimate parent company or majority owner:</td>
<td></td>
</tr>
<tr>
<td>(A)</td>
<td>has its principal place of business in this state;</td>
<td>0</td>
</tr>
<tr>
<td>(B)</td>
<td>employs at least 500 persons in this state; and</td>
<td>0</td>
</tr>
<tr>
<td>9</td>
<td>Any other relevant factor specifically listed in the request for Bid:</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Evaluation and Selection Criteria

<table>
<thead>
<tr>
<th></th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Points</td>
<td>100 Pts.</td>
</tr>
</tbody>
</table>

NAME OF FIRM: 

REVIEWER: 
V. SPECIFICATIONS

Scope of Work:

It is the intent of these specifications to describe the completed work to be performed under contract to furnish and install automated irrigation system in locations throughout the Dallas Independent School District as directed by the contact person. Unless otherwise provided, the contractor shall install all materials. Contractor shall furnish all supplies, tools, equipment and labor necessary for the completion of satisfactory work.

Time Schedule:
Work on school days is to be accomplished during the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. Work on non-school days or during student vacation periods is to be accomplished during the hours of 7:30 a.m. to 6:00 p.m. Monday through Saturday. Work is to begin (5) five days after Proceed Order from the Contract Services Section has been issued. The contract may be awarded based on best time frame required to complete the work.

Guarantee:
Installations shall be guaranteed for a period of one year from date of acceptance by Dallas Independent School District. Any materials found to be defective during this period of guarantee shall be fully corrected to full satisfaction of Dallas Independent School District within 30 days of notification to the Contractor. Ordinary wear and defects due to improper use are accepted.

Final Completion:
Upon completion of the work and before acceptance and final payment is made, the Contractor shall notify the Dallas Independent School District Office at 972-925-4560 for inspection. The Contractor shall leave the work site in a neat and presentable condition. The contractor shall remove all trash from Dallas Independent School District property on a daily basis.

PART I - SCHEDULE OF ITEMS

Proposer agrees to provide Dallas Independent School District with a Professional Services Contract to furnish, install and remove irrigation system materials as required and to construct new irrigation systems throughout the Dallas Independent School District in accordance with the specifications, terms and conditions of the Request for Proposal at the below proposed prices. Firm Fixed Prices based on percentages are to be offered for the term of the contract, including option year(s), if exercised. Proposer must bid on all line items in order to be considered responsive to this solicitation and receive consideration for award.

The following is a sample list only and shall be completed by the proposer for the use of the Dallas Independent School District in computing costs. The proposer shall use the schedule of items submitted below in “1” through “42” as computation of a sample proposal. Irrigation systems may be required to be sized for each location that the contractor installs irrigation systems.

Contractor shall be paid per linear foot, square foot or by item for furnishing, installing or removing items for the irrigation systems. Contractor shall list the amount of linear feet, square foot or removal of items at each location with a diagram of the work and submit this information along with the invoice.

This Request for Proposal is to establish a Contract for irrigation systems construction service for the Facilities of the Dallas Independent School District. Proposer agrees to provide and perform the necessary work with regard to the irrigation system as described herein, including providing the necessary manpower labor, transportation, materials, tools, equipment, insurance, parts, and other materials and accessories necessary to perform all services required in this agreement necessary to perform the work in accordance with the Specification, Terms and Conditions of this Request for Proposal.
Pricing shall include furnishing, installing or removing item in description.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QTY. UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL DOLLAR EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Trenching for the automated irrigation system in soil and backfill</td>
<td>20,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Trenching for the automated irrigation system in rock or concrete the contractor will remove the rock or concrete from the premises and backfill</td>
<td>1,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Excavation of soil for repair and backfill</td>
<td>5,000 S.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Contractor will bore under all concrete</td>
<td>3,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Double check box with top</td>
<td>10 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Double check two inch including all fittings, all piping from water source to double check plus permit</td>
<td>9 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Double check three inch including all fittings, all piping from water source to double check plus permit</td>
<td>1 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Electric valve or gate valve boxes with tops</td>
<td>128 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Automatic electric valves (one inch) including all fittings</td>
<td>10 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Automatic electric valves (two inch) including all fittings</td>
<td>80 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Gate valves (one inch) including all fittings</td>
<td>4 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Gate valves (two inch) including all fittings</td>
<td>30 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Gate valves (2 ½ inch) including all fittings</td>
<td>5 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Gate valves (three inch) including all fittings</td>
<td>9 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Baseline 2 wire controller</td>
<td>10 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Irrigation controller 12 stations-Lockable metal Cabinet – weather proof – Baseline 3200R with Ethernet connection including data connection. All fittings and drill holes in the walls of the building</td>
<td>20 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Irrigation 36 zone controller -Lockable metal Cabinet -weather proof Baseline 3200R with Ethernet connection – All fittings and drill holes in the walls of the building</td>
<td>10 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Rain &amp; freeze sensor including all fittings and wire</td>
<td>25 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Baseline 2 wire valve, master valve and flow sensor bicoders</td>
<td>10 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Bicoder bi-wire</td>
<td>30,000 L. F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td><strong>Minimum size of the control wire is 14 gauge</strong></td>
<td>30,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>2 inch Flow Sensor</td>
<td>18 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Pop up PGP rotor heads ¾” including all fittings</td>
<td>420 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Pop up 12&quot; heads ½” with ¼” D. or ½”D. or ¾” D. or full circle or other nozzles including all fittings</td>
<td>50 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity/Unit</td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Pop up 6&quot; heads ½&quot; with ¼&quot; D. or ½&quot;D. or ¾&quot; D. or full circle or other nozzles including all fittings</td>
<td>400 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Pop up 4&quot; heads ½&quot; with ¼&quot; D. or ½&quot;D. or ¾&quot; D. or full circle nozzles including all fittings</td>
<td>200 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>¾ inch quick coupler behind pitcher’s mound installed inside box with top in concrete with ball ¾&quot; cutoff valve installed off the main pressure line including all fittings</td>
<td>4 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>PVC schedule 40 pipe 1 inch including all fittings</td>
<td>1,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>PVC schedule 40 pipe 2 inch including all fittings</td>
<td>7,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>PVC schedule 40 pipe 2 ½ inch including all fittings</td>
<td>1,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>PVC schedule 40 pipe 3 inch including all fittings</td>
<td>2,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>PVC class 200 pipe ½ inch including all fittings</td>
<td>1,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>PVC class 200 pipe ¾ inch including all fittings</td>
<td>2,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>PVC class 200 pipe 1 inch including all fittings</td>
<td>7,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>PVC class 200 pipe 1 -1/4 inch including all fittings</td>
<td>4,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Flex pipe including all fittings</td>
<td>500 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Removal of pipes, wire, and including all fittings</td>
<td>3,000 L.F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Removal of valves, rotor heads, spray heads, boxes, Double check, controller including all fittings</td>
<td>1,500 Items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Service charge/trip fee for repair</td>
<td>75 Trips - Dollars</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>2 inch Y strainer</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>1 ½ Y strainer</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>1 inch Y strainer</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**

DALLAS INDEPENDENT SCHOOL DISTRICT RESERVES THE RIGHT TO AWARD TO ONE OR MORE OFFEROR’S PURSUANT TO THIS SOLICITATION.

THESE PAGES MUST BE RETURNED WITH THE RFP
SHORT FORM, PROPOSAL, OR JOB ORDER CONTRACT

1.0 General

These General Terms and Conditions shall be made a part of and govern any Purchase Order and/or Contract, if any, resulting from the Contract Documents for the Work. When the purchase order is issued the text of the Agreement and Conditions of Agreement shall govern the performance of the work required.

The District will issue an Agreement for signature and return by the Vendor. Until received by the Vendor, signed by the Owner, and a purchase order issued and received by the Vendor, the Agreement is not in effect and has not been accepted.

1.1 Purchase Order and Rejection of Offer

At any time prior to the Vendor's receipt of a Purchase Order for this Work, the District, at its sole option and without cause, reject the offer described in this Agreement by delivering to the Vendor a written notice stating so. Such notice shall be signed by the District's Purchasing Director, and shall be effective on receipt by the Vendor.

If a valid Purchase Order is not issued by the District within 120 (one hundred twenty) calendar days of the Effective Date, the Agreement is agreed by the Vendor and the District to be a rejected offer.

The rejection of the offer described in this Agreement, either in writing, or by the District not issuing or failing to issue a valid Purchase Order, shall cause no obligation or duty to the District save return of bid security, if any, if rejection is without cause.

This Article does not pertain to rejection for cause by the District, or for the Vendor's failure to provide required bonds or insurance, or other Disqualification of Offeror's or Rejection of Proposals described in the Instructions to Offeror's.

A valid Purchase Order is a condition precedent for the obligation of the District to the terms of the Agreement.

1.2 Definitions

Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

**Contract Documents** shall mean the documents that form the Contract between Dallas ISD and the Vendor. The Contract Documents consist of the Agreement, Conditions of the Contract (this General Terms and Conditions, and any Additional or Special Conditions issued for this Agreement), Purchase Order, Specifications, Pricing and Delivery Schedule, Execution of Offer, Questionnaires or Statements of Qualification, MWBE Forms and Submittals, Project Manual, and Drawings, all items listed in the Agreement, and all Addenda and Amendments issued prior to and after the execution of the Contract.

**District** shall mean the Dallas Independent School District, or Owner.

**Respondent** shall mean the individual, partnership, corporation, or other entity responding to a Request for Proposal or Advertisement for Proposals.

**Vendor** shall mean the individual, partnership, corporation, or other entity awarded a Contract for construction or construction services under the Contract Documents, in accordance with the terms, conditions, and requirements herein.

**Project** shall mean the complete undertaking by Vendor to provide the goods and/or services contemplated by the Contract, sometimes called the “Work”.

14
1.3 Entire Agreement

The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between District and the Vendor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof.

The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

1.4 Time of Performance

Time is of the essence in the rendering of services hereunder. Vendor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between District and Vendor during the term of this Contract.

A. Work Hours

All work required hereunder shall be performed during standard business hours, 7:30 a.m. to 4:30 p.m. local time, Monday through Friday, excluding District observed holidays, or as otherwise permitted.

1.5 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the Contract with District, District may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Vendor fails to remedy such failure or default within the ten (10) day period, District shall have the right to cancel the Contract.

Without limiting the foregoing, the following shall constitute a material breach by the Vendor, upon the occurrence of which the Vendor shall immediately notify District; the Vendor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by District shall not limit any other right or remedy available to District at law or in equity.

1.6 Termination For Owner’s Convenience

A. The Contract may be terminated, without penalty, by District without cause by giving thirty (30) days’ written notice of such termination to the Vendor.

B. In no event shall such termination by District as provided for under this Section give rise to any liability on the part of District including, but not limited to, any claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. District’s sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

1.7 Payment

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

The Payment Application must contain an affidavit by the Vendor that the work has been covered by the Payment Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the Vendor for work which previous Payment Applications were issued and payment received from the Owner. The Payment Application must be notarized.

B. Payment to the Vendor shall be equal to ninety-five percent (95%) of the amount due. The remaining portion shall be kept as retainage until thirty days after final completion of the work and submission of all affidavits, consents of surety, release of lien, and any bonds or warranties required by the Contract Documents or state law.

C. The cumulative amounts of monthly progress payments as set forth in this Article ("Progress Payment") shall not exceed the amount of Vendor's total price, previously approved and accepted by District, for the goods or services hereunder.

D. Ten (10) days after final completion of the goods or services and acceptance thereof by District or as soon thereafter as possible, Vendor shall submit a final request for payment ("Final Request") which shall set forth all amounts due and remaining unpaid to Vendor and upon approval thereof by District, District shall pay to Vendor the amount due ("Final Payment") under such Final Request, after acceptance of the work by the Board of Trustees, submittal of the final closeout documents, including consent of surety, warranties, bonds, release of liens, affidavit of payment of debts and claims, and completion of the punch list of any minor items outstanding.

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

1. Vendor is in breach or default;

2. Any part of such payment is attributable to goods or services which are not performed in accordance with this Contract, provided, however, such payment shall be made as to the part thereof attributable to goods and services which are performed in accordance with this Contract, or the resultant purchase order or agreement;

3. Vendor has failed to make payments promptly to its consultants, sub Offeror's, suppliers, or other third parties used in connection with the goods or services for which District has made payment to Vendor; or

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

F. No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the goods or services to which such partial payment relates or relieve Vendor of any of its obligations hereunder with respect thereto.
G. Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of its obligations pursuant to this Contract.

H. The acceptance of Final Payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and identified by the Vendor as unsettled at the time of the Final Request for payment.

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

Invoices must reference District purchase order number and must agree in every detail with the Contract.

1.8 Contract Amendments

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the School Attorney’s Office for prior review and approval.

1.9 Independent Vendor Status

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

1.10 Compliance with Laws

In the execution of the Contract, the Vendor must comply with all applicable State and Federal laws, including but not limited to laws concerned with labor, environment, equal employment opportunity, safety and minimum wages. The Vendor shall make itself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work, and shall indemnify and save harmless the Dallas Independent School District and the Board of Trustees and its official and/or contractual representatives against any claim arising from violation of any such law, ordinance or regulation by itself or by its sub Offeror’s, or suppliers at any tier, or its employees. When requested, competent evidence of compliance with applicable laws shall be furnished.

The Vendor shall cooperate with applicable city or other governmental officials at all times where their jurisdiction prevails. The Vendor shall make application for any permits and permanent utilities which are required for the execution of the Contract.
1.11 Right to Audit

At any time during the term of this Contract and for a period of four (4) years thereafter District or a duly authorized audit representative of District, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Vendor's records and books relevant to all services provided under this Contract. In the event such an audit by District reveals any errors/overpayments by District, Vendor shall refund District the full amount of such overpayments within thirty (30) days of such audit findings, or District, at its option, reserves the right to deduct such amounts owing District from any payments due Vendor.

1.12 Access to Documents

To the extent applicable to this procurement, in accordance with applicable Public Law, Vendor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Vendor and its sub Offeror's or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, other governmental investigative agency, or their duly authorized representative(s), legally authorized to investigate alleged fraud, overcharge, or other diversion of funds from a public school District receiving Federal and State public funds.

1.13 Title and Risk of Loss

For goods to be provided by Vendor hereunder, if any, the title and risk of loss of the goods shall not pass to the District until the District actually receives, takes possession, and accepts the goods at the point or points of delivery.

1.14 Acceptance of Products and Services

All products furnished and all services performed under this Contract shall be to the satisfaction of District and in accordance with the specifications, terms, and conditions of the Contract. District reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

1.15 Sales and Use Tax

The District, as a free public school District, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Vendor shall claim exemption from payment of applicable taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

1.16 Insurance

For Contracts with a Contract Sum greater than $300,000, which requires the Vendor to provide on-site services, the Vendor shall, prior to commencement of work, provide District with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract. For Contracts with a Contract Sum equal or less than $300,000, the coverage amounts listed below may be halved, except where statutory limits are required.

<table>
<thead>
<tr>
<th>Workers’ Compensation:</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability:</td>
<td></td>
</tr>
<tr>
<td>Per Accident</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease Policy Limit</td>
<td></td>
</tr>
<tr>
<td>Disease, Each Employee</td>
<td>$500,000</td>
</tr>
<tr>
<td>General Liability:</td>
<td></td>
</tr>
</tbody>
</table>
Bodily Injury Liability:
- Each Occurrence: $1,000,000
- Aggregate: $1,000,000

Personal Injury Liability:
- Each Occurrence: $1,000,000
- Aggregate: $1,000,000

Property Damage Liability:
- Each Occurrence: $500,000
- Aggregate: $1,000,000

Automobile Liability (Any auto, hired auto, non-owned auto):
- Bodily Injury:
  - Each person: $300,000
  - Aggregate: $1,000,000
- Property Damage:
  - Each occurrence: $100,000

Builder's Risk: full value of the construction portion of the contract.

Note: Professional Liability Insurance is only required for Contracts providing or requiring professional services of architectural or engineering design, surveying, or consulting.

Professional Liability Insurance: $1,000,000
(with terms and carrier acceptable to District)

Vendor shall deliver to District:

Certificates evidencing the existence of all such insurance with the executed Agreement, with coverage shown from on or before the date of agreement or purchase order.

Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Vendor fails to pay any of the renewal premiums for the expiring policies, District shall have the right to make such payments and set-off the amount thereof against the next payment coming due to Vendor under any purchase order or agreement; and

Such Certificates shall name District as an Additional Insured, with the exception of Workers’ Compensation and Employer’s Liability, and shall provide that the policies will not be canceled until after thirty (30) days’ unconditional, unqualified written notice to District, giving the District the right to pay the Premium to maintain coverage, in which event Paragraph 2 above shall apply.

The insurance policies required in this Agreement shall be kept in force for the periods specified below:

General Liability Insurance, Auto Liability, Builder’s Risk, and other required coverage shall be kept in force until receipt of final payment by the Vendor;

Workers’ Compensation Insurance shall be kept in force until the Vendor's obligations have been fully performed and accepted by District in writing.

Vendor shall provide District a full and complete copy of any insurance policy promptly upon request by District, and without charge to District.
THE FOLLOWING ARE REQUIRED WORKERS' COMPENSATION COVERAGE'S, PURSUANT TO 28 TAC 110.110(C)(7),
ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the Vendor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("sub Vendor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the Vendor has undertaken to perform on the project, regardless of whether that person contracted directly with the Vendor and regardless of whether that person has employees. This includes, without limitation, independent Offeror's, sub Offeror's, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage Offeror’s, office supply deliveries, and delivery of portable toilets.

The Vendor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Vendor providing services on the project for the duration of the project. The Vendor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

The coverage period shown on the Vendor's current certificate of coverage ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The Vendor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the Vendor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Vendor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Vendor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
The Vendor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers’ Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Vendor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;

2. Provide to the Vendor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

3. Provide the Vendor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

4. Obtain from each other person with whom it contracts, and provide to the Vendor:
   a. A certificate of coverage, prior to the other person beginning work on the project; and
   b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the Vendor is representing to the governmental entity that all employees of the Vendor who will provide services on the project will be covered by workers’ compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission’s Division of Self-Insurance Regulation. Providing false or misleading information may subject the Vendor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Vendor’s failure to comply with any of these provisions is a breach of contract by the Vendor that entitles the governmental entity to declare the contract void if the Vendor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i)

1.17 Indemnification

A. To the fullest extent permitted by applicable law, the Vendor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved
by District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whatsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Vendor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Vendor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which District or any of the Indemnitees has by law.

B. Vendor shall protect and indemnify the District from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Vendor, or by District at the direction of Vendor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, District shall promptly notify Vendor and Vendor shall be given full opportunity to negotiate a settlement. Vendor does not warrant against infringement by reason of District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, District agrees to cooperate reasonably with Vendor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

C. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

1.18 Force Majeure

If either District or Vendor (individually, a “Party”) is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party’s control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay. Claim for such delay must be in writing and within fifteen (15) business days of the occurrence for the delay or such claim is agreed to be waived.

1.19 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Vendor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the District.

1.20 Non-Disclosure

Vendor and District acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Vendor or District, unless (i) required by law, (ii) by order
of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

1.21 Publicity

Vendor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of District’s employees or use District’s name in connection with any sales promotion or publicity event without the prior express written approval of District.

1.22 Severability

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

1.23 Non-Waiver of Defaults

No delay or omission by either of the parties hereto 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 Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements thereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement therein contained.

1.24 Assignment

The agreement with Vendor is a personal service contract for the services of Vendor, and Vendor's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by District.

1.25 Assignment of Overcharge Claims

Vendor hereby assigns to District any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

1.26 Patent and Copyright

Vendor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.
1.27 Texas Public Information Act

District considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that District strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of Request for Proposal and bidding information.

1.28 Freedom of Access and Use of Facilities

Vendor's employees shall have reasonable and free access to use only those facilities of District that are necessary to perform services under this Contract and shall have no right of access to any other facilities of District.

1.29 Observance of District Rules and Regulations

Vendor agrees that at all times its employees will observe and comply with all regulations of the District and the local facilities, including but not limited to, no smoking, and parking and security regulations.

1.30 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this proposal or bid.

1.31 Notices

Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail, return receipt requested, postage pre-paid, addressed as follows:

- If to Vendor, to the Vendor's last known mailing address.
- If to District: Dallas Independent School District
  3700 Ross Avenue, Box 89
  Dallas, Texas 75204-5491

1.32 Performance and Payment Bonds

A. Payment Bond is not required on contracts of $25,000.00 or less. Performance Bond is not required on contracts of $100,000.00 or less. If the total contract price exceeds $25,000.00, the Vendor shall execute in accordance with the provisions of Chapter 2253, Texas Government Code or its successor ordinance, a Statutory Payment Bond in the amount of the total contract price, solely for the protection of those supplying labor, materials and/or equipment in the prosecution of the subject contract. If the total contract price exceeds $100,000, the Vendor shall execute in accordance with the provisions of said Chapter 2253, Texas Government Code or its successor ordinance, a Statutory Performance Bond in the amount of the total contract price conditioned upon the faithful performance of the contract, solely for the protection of the Owner.

For proposals or bids that are for work of a recurring nature that is indefinite in quantity and delivery, and orders are awarded substantially on the basis of predescribed and prepriced tasks, termed “unit-price”, Payment Bond is required when the estimated budget amount for the budget year exceeds $25,000. Performance Bond is required when the estimated budget amount for the budget year exceeds $100,000.

For work that is indefinite in quantity or delivery, no amount of work or amount of contract to be awarded is to be implied or inferred by this requirement.

B. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas.
C. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

D. Each bond with a penal sum in excess of $100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

1.33 Architect, Engineer, and District Project Manager

This serves as notice to the Vendor that the Architect, if required or furnished for this Project, may be an employee of the Dallas Independent School District, or a separate registered Architect who has been retained for this Project. The Architect’s seal is affixed to the documents, and will be identified in the Agreement.

This serves as notice to the Vendor that the Engineer, if required or furnished for this Project, may be an employee of the Dallas Independent School District, or a separate licensed Engineer who has been retained for this Project. The Engineer’s seal is affixed to the documents, and will be identified in the Agreement.

The District Project Manager is the employee of the Dallas Independent School District who is identified as the Contract Administrator, and will be the Contract Administrator in the absence of the Architect or Engineer.

1.34 Agreement Not Subject to Arbitration

This serves as notice that neither this Agreement, nor any part thereof, nor any dispute thereof, is subject to arbitration.

1.35 Governing Law

This contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. The obligations of the parties hereto shall be performable in Dallas District, Texas, and if legal action is necessary to enforce same, venue shall lie in Dallas District, Texas. If Vendor is aggrieved by the school laws of this state or the actions or decisions of the school District board of trustees that violated the school laws of this state, Vendor shall exhaust administrative remedies pursuant to 7.057 of the Texas Education Code, prior to commencing any legal action against the District. Failure to exhaust administrative remedies is jurisdictional. Nothing in this section shall deprive any party of any legal remedy.
1.36 Contract Warranty and Guarantee

**Warranty:** Except as otherwise specified, the Vendor warrants and guarantees all Work against defects in materials, equipment or workmanship as per specifications from the date of final completion of the entire project or designated portions thereof.

**Correction of Defects:** Upon receipt of written notice from the Owner of the discovery of any defects, the Vendor shall remedy the defects and replace any property damaged therefrom occurring within the warranty and guarantee period. If the Vendor, after notice, fails to proceed promptly and remedy such defects within 30 days or within any other period of time which has been agreed to in writing, or to comply with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Vendor shall be liable for all expenses incurred.

**Other Warranties and Guarantees:** [NOT USED]

END OF GENERAL TERMS AND CONDITIONS
PART 1 - GENERAL

1.1 DESCRIPTION
A. Provide construction and facilities necessary to complete the work as described in the Contract Documents and Project Manual, as specified herein and in attached specification sections, and as needed for a complete and proper installation.
B. Work is as specified at existing District facilities, as described in the specifications and descriptions.
C. These items apply to all work of all Sections.
D. Vendor shall furnish:
   1. All permits, licenses, inspections, tools, equipment, vehicles, supervision, and incidental materials not listed in unit pricing, communications, and labor needed to complete the work within the necessary time frame.
   2. Trash removal and daily cleanup;
   3. Tool and materials security;
   4. All record keeping as required to show before condition of work, progress of work, and final completion of work, including photography of each of these phases.
E. Work Not Mentioned:
   1. Requirements herein are intended to outline the service and materials required to perform these services. It shall be understood that it is not the intention to mention herein each and every minor item required in the performance of the services hereunder.
   2. The Vendor represents to have the necessary knowledge, abilities, skills and resources to completely perform said services by responding with a proposal or bid.
F. Required Personnel Skill:
   1. All work must be performed by Offeror’s that can maintain the technical level of work required and shown in their samples.
G. Related Work:
   1. Documents affecting work of this Section include, but are not necessarily limited to; General Conditions, Supplementary General and Special Conditions, and sections in Division 1 of the Project Manual.

1.2 SUBMITTALS
A. Product Data: Submit the following:
   1. Materials list of items proposed to be used or provided.
   2. Manufacturers’ specifications and other data needed to prove compliance with the specified requirements.
B. Manuals:
   1. Upon completion of the work, deliver to the District Project Manager two copies of an operation and maintenance manual, containing:
      a. One copy of the job progress manual.
      b. Instructions on maintaining and operating any installed materials, finishes, or equipment.

1.3 QUALITY ASSURANCE
A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper and timely performance of the work required.
B. Codes and Regulations:
   1. In addition to complying with the specified requirements, comply with the pertinent regulations of governmental agencies having jurisdiction.
   2. In the event of conflict between or among specified requirements and pertinent regulations, the more stringent requirements will govern when so directed by the District Project Manager.
C. Quality Control:
   1. All work and material will be of good quality and in total compliance with local and regional governmental authorities having jurisdiction, and the Dallas Independent School District Technical Design Standards and guidelines, as amended.
   2. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

D. Building Interior Air Quality:
   1. Vendor shall take all necessary measures to prevent fumes, dust, or other construction-related materials from interfering with the use of the building by the Owner.
   2. Offeror’s shall consider the installation of temporary partitions, screening, temporary FIRE ALARM equipment, and any other necessary measure to accomplish this without additional cost to the Owner.

1.4 PRODUCT HANDLING
A. Dispose of all materials, including used water and supplies in accordance with all EPA and other governmental requirements.

1.5 CONSTRUCTION SAFETY:
A. Vendor is solely responsible for all worker safety when the project is underway.
B. Vendor shall comply with these items:
   1. OSHA 1926 Health and Safety Standard:
      a. The job foreman and other designated individuals shall be thoroughly familiar and follow the guidance and instructions contained in the latest edition of OSHA 1926 Health and Safety Standard for operations and material handing requirements for operations and material handing requirements.
      b. Regulations of the Secretary of Labor: Provisions of 40 USC 333, as implemented, 36 F.R. 7339-7410 applies to this project and shall be complied with.
C. Local Authority:
   1. Comply with all construction safety requirements of local authorities having jurisdiction, including, but not limited to; trenching operations, designated safety trained individuals, and construction engineering design required.
D. Control of Site:
   1. The Vendor and his Foreman shall exercise all due caution to exclude the building occupants and the public from the work area and especially from contact with hazardous equipment.
E. Protective Clothing and Equipment:
   1. Workmen are to wear protective clothing and equipment as recommended by the manufacturer of materials used. Including, but not limited to, safety vests and hard hats.

1.6 FIRE PROTECTION:
A. Responsibility:
   1. Vendor is responsible for and shall take stringent precautions against fire.
   2. Vendor shall provide all equipment and materials he feels is necessary to protect the Owner’s property and the Work.
B. Compliance and Training:
   1. Fully comply with requirements of City, Insurance, and Fire Department authorities.
   2. The job foreman shall be fully trained in the use of the extinguishers and their placement on the site:
C. Numbers and Locations of Extinguishers, Minimum:
   1. Sufficient operable extinguisher, with proper agent, shall be maintained on the work site at all times. Provide at least; one approved fire extinguisher of a minimum 20 - B:C classification within 30 ft. of each area where flammable materials are being applied or mixed, at other work areas requested by local fire officials or insurance recommendations.

1.7 SMOKING POLICY
A. Smoking is prohibited in all buildings and Dallas Independent School District property.
PART 2 - PRODUCTS

2.1 APPROVALS
A. Submit equipment and materials proposed for approval by the District Project Manager.

2.2 SOURCES
A. All sources require prior approval to use for pricing or bidding.
B. ‘Or Equal’ Systems:
   1. ‘Or equal’ systems may be submitted before the proposal deadline, but no systems will be approved after proposals are received.
   2. Delays in submitting equal systems for review may cause a proposal to be rejected without further consideration.
   3. Any systems approved as equal will be published in an addendum.
   4. No systems will be approved without submitting current, commercially available MSDS sheets, EPA approvals, and other product and manufacturer’s data as listed in Section 01340.
   5. Vendor must certify that the Vendor will be responsible for all cost increases or accelerations required by the substitution, if approved.

2.3 JOB PROGRESS MANUAL
A. Existing Condition:
   1. Provide a detailed before condition report for all areas prior to beginning work.
   2. Provide a detailed before condition of all equipment and furnishings that are to be removed, relocated, or stored.
   3. Document any other relevant information to determining pre-existing conditions that may influence the final acceptance of the work.
B. Work Progress:
   1. Provide a work progress report, of where work was performed.
   2. Include products utilized on specific areas and include colors.
C. EPA Lead Requirements
   1. This project is not intended as a lead abatement, however, if required, show conformance with EPA lead controls as required by EPA and other authorities having jurisdiction.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS
A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work.
B. Do not proceed until unsatisfactory conditions are corrected.

3.2 COORDINATION
A. Coordinate with other trades to assure proper and adequate provision in the work of those trades necessary for the work of this Section.

3.3 THE JOB PROCESS
A. Verify Existing Conditions:
   1. All areas must be walked to determine conditions of existing surfaces to remain, for example, floors, carpet, and walls.
   2. All areas to have furniture moved must have condition of furniture documented.
B. Establish Moving Schedule
   1. Any relocation or storage of District furniture, fixtures, or equipment must be submitted and reviewed by
the District.
2. Storage areas and the Vendor’s security for these areas must be detailed in this submittal.

C. Establish Inspection, Acceptance, and Protection Procedures.
1. Submit for review the proposed inspection procedures, and when inspections will be required.
2. Procedures for protecting areas not to receive new finishes or materials or repairs will be detailed for review.
3. Acceptance procedures will be agreed to by the Owner before starting work.

D. NOTICE TO OFFEROR’S:
1. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal and the entering into a contract is an agreement with all of the items and conditions referred to herein.

3.4 BUILDING OCCUPANCY
A. The Vendor shall maintain all discipline and controls necessary to avoid interrupting or disturbing the educational process at the building.

3.5 PERFORMANCE OF WORK
A. See Specifications.

3.6 PERSONNEL
A. Personnel:
1. The Vendor is responsible to ensure all its employees, personnel or representatives entering onto District facilities abide by these provisions.
2. No subcontract or third party personnel may perform services hereunder, except with the express prior written authorization of the District.
3. In the event the Vendor's personnel have an accident at the work site the Vendor is required to submit, investigate and file an accident report.

B. Removal:
1. Owner reserves the right to request the removal of any Vendor's personnel for good cause.

C. District Telephone Usage:
1. If service is available at an existing building, local calls shall be paid for by the District, however this use of District equipment may be revoked at the sole discretion of the District.
2. Any long distance calls shall be paid for by the Vendor.

D. Water
1. Water necessary for the work shall be provided from existing building supply, if available. However this use of District water may be revoked at the sole discretion of the District.
2. Any additional disposal fees or supply fees assesses by the local utility shall be paid for by the Vendor.

E. Power, FIRE ALARM
1. If available, reasonable electricity, power, lighting, and air conditioning necessary for the work shall be provided by the District.
2. The Vendor shall enforce good work practices not to incur excessive charges.
3. The Vendor will provide at all times a schedule building, and shall work within these times and agree to turn off and otherwise reduce utility use when not needed for work.
4. Should the District believe the use is excessive, this use of District power and FIRE ALARM may be revoked at the sole discretion of the District.
5. Should services not be available and are required for the project, the Vendor shall provide and furnish these as required at the Vendor’s expense.

F. Project Supervision:
1. Successful Offeror’s shall appoint, by name, a company representative who will be the Project Supervisor.
2. The Project Supervisor will be responsible for but not limited to:
   a. servicing all purchases covered by the contract resulting from the award of this proposal;
   b. correct pricing, backorder control, invoice procedures, shipping;
   c. manpower, supervision, reporting man-hours and materials cost, expediting, troubleshooting;
   d. in general to provide that the account will be maintained in a condition which will expedite
ordering, deliveries, and allow the District to promptly pay all invoices due;

e. to see that all work is handled in a professional manner and to see that the proper size crew is
scheduled and the work is completed properly.

3. The Project Supervisor should attend the pre-proposal meeting.

G. Safety Program and Instruction:
1. The Vendor must show it has a working safety program in effect.
2. The District will require the Project Supervisor and the foreman to be schooled in the District's safety
procedures and codes.

H. Uniforms and Identification:
1. Vendor shall provide all employees with distinct, neat, and clean uniforms.
2. The Vendor's employees shall be required to wear their uniforms while at District facilities.
3. The Vendor shall ensure that employees wear safe and neat appearing footwear and safety belts while
working at District facilities.
4. All Vendor Personnel will be required to wear identification badges at all times while on premises.
5. All vehicles used by the Vendor to perform this contract must be clearly marked as belonging to the
Vendor.
6. Safety vests, hard hats, and safety glasses must be worn when appropriate along with ID badge at all
times.

I. Equipment
1. The Vendor's equipment must be clean and free of dirt and grease.

J. Parking:

1. The Vendor will be responsible to work in only the assigned work areas and only park in the designated
areas. When working in a secured area previous authorization must be obtained.
2. While on campus the Vendor will adhere to all campus rules and regulations.

K. Work Process:
1. Vendor shall diligently perform the work in accordance with good industry practices and in a
workmanlike manner.
2. The Vendor shall use such methods, supervision, to insure satisfactory quality of work conforming to the
provisions of this contract.
3. Vendor will be responsible for repair or replacement of any items damaged or ruined because of
negligence.
4. Vendor shall have the right to access only building public areas and those areas necessary to complete
the scope of work of this agreement.

L. Performance:
1. The Vendor agrees that no payment made under this agreement, shall be evidence of the performance
of this agreements either wholly or in part, and that no payment shall be construed to be an acceptance
of defective work or improper materials.

M. Training:
1. Vendor will be expected to keep trained and proficient personnel at the jobsite and will ensure skill
levels are kept at or above the state of the art standards for performing all aspects of this contract.

3.7 PARKING
A. Parking will be made available to the Vendor for their company vehicles or employees, if spaces are available.
B. If spaces are not available, the Vendor will be responsible for parking arrangements.
C. All parking and traffic rules and regulations of the District are applicable and will be enforced.
D. Any parking tickets issued to the Vendor's vehicles or the Vendor's employees vehicles are the sole
responsibility of violating party.
E. No vehicles, except those directly responsible for moving equipment related to the work, are to be driven on
walks or grounds.

F. Any damage to the grounds, lawns, accessories, sidewalks, or other items at the site will be repaired promptly and at the Vendor’s expense.

G. All security for parked vehicles is the Vendor’s responsibility.

3.8 CLEANING AND PROTECTING

A. Protect all finish installations, including equipment, from unauthorized use, prior to acceptance.

B. Clean to final polished condition immediately prior to final acceptance.

C. Repair all finishes and accessories damaged until accepted by Owner.

END OF CONSTRUCTION PROCEDURES
Criminal Background Checks

Vendor shall comply with Texas Education Code 22.0834 and Education Commissioner’s rules regarding criminal history record for all employees and applicants for employment who have or will have continuing duties related to the contracted services and who have or will have direct contact with students (“covered employees or applicants”). Vendor shall certify to the District in writing before beginning work that it has complied with the requirements of Texas Education Code 22.0834. Vendor may use the forms provided by Texas Association of School Boards. Vendor shall also provide the felony conviction letter provided by the District before beginning work. Vendor shall provide identifying information on covered employees upon request from the District.

Vendor shall not assign any covered employee or applicant with a “disqualifying criminal history” as defined below to work on the contracted services. If at any time Vendor receives information that a covered employee or applicant has a reported disqualifying criminal history, the Vendor will immediately remove the covered employee or applicant from the Work and notify the Owner immediately.

Vendor shall comply with Texas Education Code 22.0834 regarding required criminal history record information that relates to a covered employee or applicant of its sub Offeror’s. Vendor shall obtain the required certifications prior to any sub Vendor employee beginning work on District property. Vendor shall provide copies of all certifications provided by sub Offeror’s to District within three business days of receipt from the sub Vendor. Vendor shall also notify each sub Vendor of its obligation to comply with Texas Education Code 22.0834; and, that sub Vendor shall not assign any covered employee or applicant with a “disqualifying criminal history” to work on the services required pursuant to this Agreement and that if at any time sub Vendor receives information that a covered employee or applicant has a reported disqualifying criminal history, the sub Vendor will immediately remove the covered employee or applicant from the Work and notify the Vendor and the Owner immediately. Sub Offeror’s may use the forms provided by Texas Association of School Boards.

“Disqualifying criminal history” means any conviction of a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code 21.060 (an offense involving moral turpitude; an offense involving a form of sexual or physical abuse of a minor or student or other illegal conduct in which the victim is a minor or student; a felony offense involving the possession, transfer, sale, or distribution of or conspiracy to possess, transfer, sell or distribute a controlled substance, as defined by Chapter 481, Texas Health and Safety Code or by 21 U.S.C. Section 801 et seq.; an offense involving the illegal transfer, appropriation, or use of school District funds or other District property; or an offense involving an attempt by fraudulent or unauthorized means to obtain or alter a professional certificate or license), Title 5 felony or other offense requiring registration as a sex offender if the victim of the crime was below the age of 18 or enrolled in a public school or an equivalent offense under federal law or the laws of another state, as well as conviction of any felony, or of any misdemeanor involving moral turpitude as defined by Texas law.

Vendor’s employees and sub Offeror’s shall be identified by a photographic identification badge issued by a District approved third party company at the Vendor and sub Vendor’s expense. The third party company shall verify that Vendor and sub Offeror’s have fulfilled their obligations with regard to criminal record history background checks and the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace Act of 1988, or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. The badge must be renewed annually.

Vendor’s violation of this section shall constitute a substantial failure under Article 14.

IN WITNESS WHEREOF, the Parties, having had all necessary and desired legal counsel, hereto have executed this Agreement as of the day and year first above written.
REQUIRED DOCUMENTATION AND SUBMITTALS

Offer Form
Felony Conviction Notice
Notice to Offeror’s Conflict of Interest
Vendor Disclosure
Campaign Contribution Disclosure Form
Family Conflict of Interest Questionnaire
Insurance Requirement Affidavit
Interlocal Agreement
Deviation/Compliance Form
Debarment Form
MWBE Compliance Forms
TO: Dallas ISD

I, or we, the duly authorized undersigned, having carefully read the Instructions to Offeror’s, General Conditions, Notice to Offeror’s, Contract Specifications, Responsibilities of Offeror’s, 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 RFP 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 vendor or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/Offeror’s 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 Procurement Services personnel; or in any discussions or actions between offer/Offeror’s 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: ________________________ Phone #: ________________________

Please Print

E-mail: ________________________ Fax #: ________________________

SS or Fed ID #: ________________________

ENVELOPES SHOULD BE PLAINLY MARKED:

AUTOMATED IRRIGATION SYSTEMS

RFP #TH-204184

THIS PAGE MUST BE RETURNED WITH THE RFP
1. Please Check (A) or (B) that applies to this Proposal:

_____ A. Catalog Pricing

_____ B. Manufacturer’s List Price

Indicate % Discount(s) below:


2. List any additional % discount(s) applicable to Dallas ISD for Volume Price Breaks:

_____________________

Purchases up to $ __________________ %

Purchases Greater than $ __________ %

Other – Please list any additional products you will make available, that are not included in this Proposal.


COMPANY NAME: ____________________________

__________________________

THIS PAGE MUST BE RETURNED WITH THE RFP
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 RFP
Offeror’s 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. Offeror’s are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Disclosure is required from Offeror’s 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. no later than September 1 of each year in which a covered transaction is pending, and
   b. on 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.

(No one is required to file a disclosure under this statute before January 1, 2006)

Officers of the Dallas Independent School District are:

Eric Cowan, President
Lew Blackburn, PH.D., First Vice-President
Carla Ranger, Second Vice-President
Dan Micciche, Secretary
Elizabeth Jones, Trustee
Mike Morath, Trustee
Nancy Bingham, Trustee
Miguel Solis, Trustee
Bernadette Nutall, Trustee

Mike Miles, Superintendent of Schools

The Conflict of Interest Questionnaire is attached. If you are required to file, send the completed form to Dallas Independent School District, Procurement Services Department, 3700 San Jacinto Street, Dallas, Texas 75204.
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person seeking to do business with local governmental entity

**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**
NOTIFICATION OF NO CONFLICT OF INTEREST

AUTOMATED IRRIGATION SYSTEMS
RFP #TH-204184

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

Tim Holt- Buyer
3700 San Jacinto Street
Dallas, TX  75204

Dallas ISD requires this notification to document the vendor’s acknowledgement of requirements of Texas Government Code, Section 176.00 of the Texas Local Government Code for disclosure of Conflicts of Interest. Submission of this form is an affidavit that the vendor submitting this form is stating that no conflict exists, as detailed in Texas Local Government Code Section 176.006 (a).

This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.

__________________________________________  (    )  (    )

Company (Print or Type)    Phone      Fax

Signature in ink  Date

Printed Name & Title of Signature

THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)
NOTIFICATION OF NO RESPONSE

AUTOMATED IRRIGATION SYSTEMS
RFP #TH-204184

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

Tim Holt-Buyer
3700 San Jacinto Street
Dallas, Texas 75204

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

After a review of RFP #TH-204184 - AUTOMATED IRRIGATION SYSTEMS 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 RFP (If applicable)
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AUTOMATED IRRIGATION SYSTEMS
RFP #TH-204184

(Please sign and include this form in your response)

A prospective contractor seeking to enter into a contract for Electronic Records Documents Solutions Services with the Dallas Independent School District ("the District") must file this form with the District’s Procurement Services Department. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to any current Board of Education member of the District during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor, to the current Board of Education member of the District exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the District may cancel a solicitation or proposed award for a proposed contract, or a contract that is executed may be terminated if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or any other thing of value to any Board of Education member of the District during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM.

THIS FORM MUST BE INCLUDED IN THE RESPONSE FOR PROPOSAL AUTOMATED IRRIGATION SYSTEMS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

_________________________________
(Signature)

_____________________
(Date)

The following definitions apply:
“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or a person or business that is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor, or an employee or agent of the prospective contractor acting on behalf of the prospective contractor.

Applicable current Board of Education member of the Dallas Independent School District:

- Eric Cowan, President
- Lew Blackburn, PH.D., First Vice-President
- Carla Ranger, Second Vice-President
- Dan Micciche, Secretary
- Elizabeth Jones, Trustee
- Mike Morath, Trustee
- Nancy Bingham, Trustee
- Miguel Solis, Trustee
- Bernadette Nutall, Trustee

THIS PAGE MUST BE RETURNED WITH THE RFP
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution(s) made by: ________________________________________________________

Relation to Prospective Contractor: _____________________________________________

Date(s) Contribution(s) Made: _________________________________________________

Amount(s) of Contribution(s): _________________________________________________

Nature of Contribution(s): _____________________________________________________

Purpose of Contribution(s): _____________________________________________________

(Attach extra pages if necessary)

Signature ___________________________________________________________ Date

Title (position) _____________________________________________________________

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to any applicable Board of Education member of the District by me, a family member or representative of this prospective contractor.

Signature ___________________________________________________________ Date

THIS PAGE MUST BE RETURNED WITH THE RFP
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 Senior Buyer not later than the seventh (7th) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

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

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

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

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

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

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

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

Individual: ________________________________ Date: __________________________

Entity: ________________________________

By: ________________________________ Date: __________________________

Signature

Title: ________________________________

Certified this ______________ day of ______ , 20____, by ________________________________

Notary Public

______________________________

Notary Seal

THIS PAGE MUST BE RETURNED WITH THE RFP
PROCUREMENT SERVICES

COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT

RFP#: ______________ TITLE: _______________________________________

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

Insurance Coverage's Reviewed:__________________________________________

Agent’s Name:________________________________________________________

Agency Name:________________________________________________________

Address:____________________________________________________________

City/State/ZIP:________________________________________________________

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

Bidder's Name and Company:___________________________________________

Project/Bid No. and Title:_______________________________________________

Insurance Agent/Broker Signature:______________________________ 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 Dallas ISD Procurement Services has the right to reject this Proposal and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Procurement Services at (972) 925-4100.

Bidder’s Signature:___________________________________________________ Date:____________________

THIS PAGE MUST BE RETURNED WITH THE RFP
INTERLOCAL AGREEMENT CONSENT FORM
RFP #TH-204184 - AUTOMATED IRRIGATION SYSTEMS

1.0 INTERLOCAL AGREEMENT CLAUSE: With a vision of cooperating together to improve their procurement power on like products and services, the Educational Procurement Services 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 Offeror’s, 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 Procurement Services 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 PROCUREMENT SERVICES 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 Offeror’s 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 Offeror’s 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 Procurement Services 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: ___________________________

THIS PAGE MUST BE RETURNED WITH THE RFP
DEVIATION/COMPLIANCE FORM
AUTOMATED IRRIGATION SYSTEMS
RFP #TH-204184

If the undersigned supplier intends to deviate from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this document, all such deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document.

Please list deviations below (attach additional sheets, if needed):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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________________________________________________________________________
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________________________________________________________________________

By signing below, I certify that the proposal I am submitting □ does □ does not (check one box) deviate from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this document. If deviating from the specification, all such deviations are listed on this page, with complete detailed conditions and information included or attached. Any attachments to this form are identified as continuation of the deviations to this RFP.

Printed Name: ____________________________ Signature: ____________________________ Date: ____________________________

THIS PAGE MUST BE RETURNED WITH THE RFP
NOTICE TO BIDDER: This document must be signed in order to be deemed eligible for award. Please submit this document with your bid submittal. Vendor’s signature affirms compliance with the following:

I. DEBARRMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency, including the Universal Service Administration Company (USAC) for administration of the E-Rate Rules;

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

(3) are not presently indicted for 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 vendor is unable to certify to any of the statements above, the vendor shall attach a full explanation to this offer.

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

(1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

(a) Vendor 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) Vendor will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Vendor if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Vendor certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from 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.” Vendor’s violation of this section shall constitute a substantial failure.

(c) If the Vendor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

Signature below acknowledges compliance with:

Section I. DEBARRMENT, SUSPENSION, INDELIBILITY AND VOLUNTARY EXCLUSION, and
Section II. FELONY CONVICTION NOTIFICATION.

SIGNATURE OF VENDOR: ___________________________ DATE: ___________________________

PRINTED/TYPED NAME OF VENDOR: _______________________________________________

COMPANY NAME: ___________________________ TEL#: ___________________________

THIS PAGE MUST BE RETURNED WITH THE RFP
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.

Bid RFP No: Title:

Company Name: ________________________________

Company Address: ________________________________

City: __________________ State: __________________ Zip: __________________

Contact Person: __________________ Phone No: __________________

Email Address: __________________

Signature: __________________ Date: __________________

For additional information regarding this form contact:
M/WBE Department, 3700 Ross Avenue, Box 76, Dallas, TX 75204
Phone: (972) 925-4140, Fax: (972) 925-4141, Email: mwbe@dallasisd.org, Website: www.dallasisd.org

Please read carefully:
The M/WBE Program requirements are applicable to all bidders/proposers, including minority and women owned firms. All bidders/proposers are required to complete, sign, and attach these forms to any procurement document totaling $25,000 or more (single transaction or fiscal year aggregate). If the completed and signed M/WBE Compliance Guidelines & Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.
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 and signed M/WBE Compliance Guidelines & Forms must be attached to all procurement responses totaling $25,000 or more (single transaction or fiscal year aggregate). If the completed and signed 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

At Bid/Proposal Time:

1. Include the M/WBE Compliance Guidelines and Forms and all M/WBE supporting documentation (M/WBE Certificates, Affirmative Action/Supplier Diversity Plan, Joint Venture Agreement, Mentor Protégé Agreement, etc.) within the M/WBE section. Evaluation will be based upon the documentation provided within the M/WBE section.

2. Submit the completed and signed M/WBE Compliance Guidelines & Forms by the due date.

3. Complete Section F for the subcontractors you plan to utilize. Attach a copy of the current M/WBE certificate or proof of M/WBE certification for each M/WBE subcontractor.

4. You are not required to submit Section J (Letter of Intent to Perform/Contract as a Subcontractor) at the time of bid opening; however, it must be submitted prior to entering into an executed agreement with the district.

5. 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 service contracts 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.

6. 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 certified SDB, South Central Texas Regional Certification (SCTRCA), DFW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women’s Business Council and City of Austin. Other certifications may be considered on an individual basis. Only certified minority and women-owned companies will be counted towards the prime’s M/WBE subcontracting goals.

7. Offeror’s do not have to be certified as an M/WBE to participate in the district’s contracting and Procurement Services activities.

8. 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.

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

10. 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

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Cumulative Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1% up to 5% utilization</td>
<td>.5</td>
</tr>
<tr>
<td>5.01% up to 10% utilization</td>
<td>1</td>
</tr>
<tr>
<td>10.01% up to 15% utilization</td>
<td>1.5</td>
</tr>
<tr>
<td>15.01% up to 20% utilization</td>
<td>2</td>
</tr>
<tr>
<td>20.01% up to 25% utilization</td>
<td>2.5</td>
</tr>
<tr>
<td>25.01% up to 30% utilization</td>
<td>3</td>
</tr>
<tr>
<td>30.01% up to 35% utilization</td>
<td>3.5</td>
</tr>
<tr>
<td>35.01% up to 40% utilization</td>
<td>4</td>
</tr>
<tr>
<td>40.01% up to 45% utilization</td>
<td>4.5</td>
</tr>
<tr>
<td>45.01% and greater utilization</td>
<td>5</td>
</tr>
</tbody>
</table>

### At contract execution:

11. Respondents who will subcontract portions of the work will be required to submit a Letter of Intent to Perform/Contract as a Subcontractor (section J) for each proposed M/WBE subcontractor prior to an agreement being executed by the board or district, or committing the district to an expenditure of funds.

12. 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.

### After contract execution:

13. Changes to the List of Subcontractors (section F) must be reviewed and approved by the M/WBE Department prior to any changes being made.

14. 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 certified M/WBE Offeror’s to meet the commitment amount.

15. 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.

16. 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.

### 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 for this proposal may be awarded up to 5 points.

2. 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 goal.

3. The Joint Venture Partnership (as a whole) may submit an Affirmative Action/ Diversity Plan and/or Policy, 5 M/WBE References, and Mentor Protégé Program. In cases where the Joint Venture Partnership (as a whole) doesn’t have this information, you should submit this information for each individual joint venture partner. Each individual joint venture partner should submit its’ own Work Force Composition.
4. A company that has a current Mentor Protégé Agreement with an M/WBE firm may be awarded up to 1 point. A certified M/WBE protégé may be counted towards the M/WBE subcontractor goal, if performing as a subcontractor.

<table>
<thead>
<tr>
<th>Bid/RFP No.</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime Vendor / Contractor:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

- **Dallas ISD Recognized M/WBE Certification Agencies:** North Central Texas Regional Certification Agency (NCTRCA), State of Texas’ Historically Underutilized Business (HUB), Department of Transportation, Small Business Administration (SBA) – 8A or certified 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, City of Austin

- **Yes** If you answered “Yes,” complete the current certification information in the boxes below.

- **No** If you answered “No,” but your company is minority or woman-owned, indicate non-certified in the M/WBE Certification Agency section below, indicate N/A for the certification number, indicate your ethnicity and gender.

- **No** If you answered “No,” that your company is not minority or woman-owned, leave this section blank.

<table>
<thead>
<tr>
<th>M/WBE Certification Agency</th>
<th>M/WBE Certification Number</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

**Section B.** Did your company attach an Affirmative Action or Diversity Plan with this bid/proposal?

- **Yes** My company attached an Affirmative Action or Diversity Plan on page ________________.

- **No** My company did not attach an Affirmative Action or Diversity Plan.

**Section C.** Workforce Composition

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

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $25,000 or More (Single Transaction or Fiscal Year Aggregate)

Form #3000

Date Issued: 8/1/2011
### Section D. Historical M/WBE Utilization

List 5 different M/WBE subcontractors/sub consultants/joint venture partners that performed work for your company. Specify the names of the actual M/WBE subcontractors/sub consultants/joint venture partners that have knowledge regarding the contract. Note: List only 5 different companies.

<table>
<thead>
<tr>
<th>Owner / Name of Project</th>
<th>M/WBE Subcontractor/Sub consultant or Joint Venture Partner</th>
<th>Contract Amount</th>
<th>% of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Company Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact Person &amp; Phone Number</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Regarding Dallas ISD specific experience, please check the appropriate box below.

- [ ] Yes
  Within the past 4 years, did your company utilize any M/WBE subcontractors/sub consultants/joint venture partners on any Dallas ISD projects? Specify the name of the contract or Bid/RFP No.

- [ ] No
  Within the past 4 years, my company didn’t utilize any M/WBE subcontractors/sub consultants/joint venture partners on any Dallas ISD projects?

### Section E. Will you use subcontractors as a part of this current bid/proposal?

- [ ] Yes
  If you answered, “Yes”, complete Sections F and G. Note: Section J will be required at a later date.

- [ ] No
  If you answered “No”, provide a written explanation indicating why subcontractors will not be utilized. Sections F, G, and J are not applicable.

Written Explanation:

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $25,000 or More (Single Transaction or Fiscal Year Aggregate)

Form #3000

Date Issued: 8/1/2011
Section F. 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. Joint venture partners will not be counted towards the M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its M/WBE subcontracting goals. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Subcontractor/ Supplier</th>
<th>Contact Person &amp; Phone Number</th>
<th>M/WBE Certification Agency</th>
<th>M/WBE Certification #</th>
<th>Ethnicity/Gender</th>
<th>Scope of Work</th>
<th>Amount</th>
<th>% of Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>11</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $25,000 or More (Single Transaction or Fiscal Year Aggregate)

Page 5

Form #3000

Date Issued: 8/1/2011
**Section G. Good Faith Efforts Documentation**

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

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

**Special Note:** The good faith efforts documentation is subject to an M/WBE audit. Upon request, you will be required to provide supporting documentation for the purpose of verifying your good faith efforts.
Section H. Did your company attach a notarized Joint Venture Agreement with a certified M/WBE with this bid/proposal?

☐ Yes  My company attached a notarized Joint Venture Agreement on page ____________.

☐ No  My company did not attach a notarized Joint Venture Agreement.

For additional information, refer to pages 2 and 8 of this document and visit the following website:
http://www.dallasisd.org/Page/1068

Section I. Did your company attach a notarized Mentor Protégé Agreement with an M/WBE with this bid/proposal?

☐ Yes  My company attached a notarized Mentor Protégé Agreement on page ____________.

☐ No  My company did not attach a notarized Mentor Protégé Agreement.

For additional information, refer to page 8 of this document and visit the following website:
http://www.dallasisd.org/Page/1062
Letter of Intent to Perform/Contract as a Subcontractor
Not required with bid/proposal. To be submitted prior to an agreement being executed.

| Section J. | 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. |

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 one (1), number six (6) for a listing of Dallas ISD-recognized certifications.  

<table>
<thead>
<tr>
<th>Bid/Proposal #:</th>
<th>Bid/Proposal Title:</th>
</tr>
</thead>
</table>

1. **Name of Vendor / 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)  

   **DECLARATION OF PRIME CONTRACTOR:**

   I __________________________ HEREBY DECLARE AND AFFIRM that I am the (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 offense in violation of Section 37.10 of the Texas Penal Code.

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $25,000 or More (Single Transaction or Fiscal Year Aggregate)  
Form #3000  

Date Issued: 8/1/2011
M/WBE Joint Venture Analysis

The Joint Venture Agreement will be evaluated based upon the below referenced criteria. One of the JV partners must be a certified M/WBE. There is a maximum of 5 numerical points available. Refer to page 2 for additional clarification. If applicable, specify the page number within your bid document that addresses each individual component.

<table>
<thead>
<tr>
<th></th>
<th>Has a meaningful Joint Venture been established?</th>
<th>Available Points</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Is the Joint Venture agreement signed by all partners, and is it notarized?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>What is the M/WBE partner(s) percentage participation?</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(.25 for 10% and greater, .5 for 20% and greater, .75 for 30% and greater, 1 for 40% and greater)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Does the M/WBE partner provide bonding to match its JV share?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Is there a cash call provision in the agreement?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Does the project insurance recognize the M/WBE partner?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Does it provide a provision obligating all parties of the JV to perform and complete performance despite withdrawal of any member for any reason?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Is there a history of the Joint Venture partners working together?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Does it require the approval of Dallas ISD before the JV partnership can be dissolved?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Is there a dispute resolution procedure?</td>
<td>0.25</td>
<td></td>
</tr>
</tbody>
</table>

2 Is the M/WBE partner involved in the operational management of the Joint Venture?

|   | Does it designate the M/WBE as a managing partner and does the M/WBE partner provide senior management? | 0.25 | |
|   | Does it identify the respective roles and responsibilities of all parties? | 0.25 | |
|   | Will the M/WBE partner be involved in scheduling, progress reviews, subcontractor disputes, and management decisions? | 0.25 | |
|   | Will the M/WBE partner provide equipment, facilities or other resources? | 0.25 | |

3 Is the M/WBE partner involved in the financial management of the Joint Venture?

|   | Will the Joint Venture establish a JV bank account? | 0.25 | |
|   | Will the Joint Venture maintain JV project accounts? | 0.25 | |
|   | Will the M/WBE partner participate in the production and review of financial reports and financial forecasting? | 0.25 | |
|   | Will the M/WBE partner be involved in contract negotiations with Dallas ISD and subcontractors? | 0.25 | |

Total Available Points: 5.00

Mentor Protégé Analysis

The Mentor Protégé Agreement will be evaluated based upon the below referenced criteria. There is a maximum of 1 point available in this category. The protégé must be an M/WBE.

<table>
<thead>
<tr>
<th></th>
<th>Does the firm currently participate in a Mentor-Protégé Program as mentor, with M.WBE?</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Is the Mentor Protégé agreement signed by all parties, and is it current, active, and notarized?</td>
<td>0.50</td>
</tr>
<tr>
<td></td>
<td>Did the firm provide current and notarized progress reports/deliverables/meeting minutes?</td>
<td>0.50</td>
</tr>
</tbody>
</table>

Total Available Points: 1.00

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $25,000 or More (Single Transaction or Fiscal Year Aggregate)

Form #3000

Date Issued: 8/1/2011