REQUEST FOR PROPOSAL
RFP # TH-204186 – HVAC REFRIGERANTS

I. NOTICE TO OFFERORS

The Dallas Independent School District (Dallas ISD) is soliciting sealed competitive proposals (hereafter called proposal) for the products/services per the scope of work stated elsewhere in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the offeror’s name and address and proposal number RFP # TH-204186 – HVAC REFRIGERANTS to:

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

Proposals will be received at the above address until 2:00 PM, May 22, 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. Offerors must submit sealed proposals in the form of the executed Offer Form and Proposal Form(s) together with any material required by this RFP by the time and date specified. All proposals must remain open for ninety (90) days from the opening date pending acceptance by Dallas ISD.

The Dallas Independent School District is seeking a to establish a business relationship with an individual or firm to provide HVAC REFRIGERANTS as allowed by Education Code 44.0312 as defined by Government Code 2155.062(d).

The district will award this RFP to a single respondent, based upon the evaluation of all proposals received. A contract for professional services will be executed with the successful Offeror as a result of this process. More details are included in the Scope of Work section of this Request for Proposals.

Tim Holt
Procurement Services

April 30, 2014
Date
II. INSTRUCTIONS TO OFFERORS
RFP #TH-204186 – HVAC REFRIGERANTS

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

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

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

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

1.4 A functional area expert or a day-to-day contract administrator or manager for 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 of a service. Amendments to solicitation documents will be made by Tim Holt, Buyer. Modifications to contracts/agreements will be made by Tim Holt, Buyer, and/or the Superintendent in accordance with the Dallas ISD Board’s guidance, policies, and/or procedures. If an Offeror acts on the guidance of a district employee that is not authorized to make changes, the Offeror does so at his or her own risk or peril. Also, if an Offeror attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the Offeror 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 Services official for this contract is Tim Holt, Buyer. Questions regarding specifications may be directed to Mr. Holt by e-mail at Tiholt@dallasisd.org (See 5.1 under Section V., Specifications, for additional restrictions)

1.5.1 - Dallas ISD’s technical/functional expert for this contract is Patrick 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 offeror, contractor, 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 SCOPE OF WORK. Offerors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with
different terms or provisions may be considered to be non-responsive.

3.0 INFORMATION REQUIRED. Each offeror shall furnish the information required by the RFP documents. The offeror shall sign all required forms (see section 18 of the General Conditions) 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 offeror should propose his/her lowest and best price, F.O.B. destination, on each item. Sealed proposals shall be submitted in an envelope marked on the outside with the offeror’s name and address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time stamped at Dallas ISD’s Procurement 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 held for pick up or destroyed. Faxed or emailed proposals will not be accepted. Proposals may be delivered in person or addressed to:

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

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

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

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

4.4 Failure to manually sign and complete the M/WBE will identify a Proposal non-compliant.

5.0 DISCUSSIONS/NEGOTIATIONS. Discussions/negotiations may be conducted with offerors 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 Procurement Services Department and will include only those initial offers that are determined to have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

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

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

8.0 OPENING PROPOSALS. All proposals may 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
RFP #TH-204186 – HVAC REFRIGERANTS

1.0 SCOPE OF PROPOSAL
1.1 The Dallas Independent School District (Dallas ISD) is accepting Request for Proposals from qualified Offerors to provide HVAC Refrigerants.

1.2 This RFP is in six (6) parts/sections: I. Notice to Offerors; II. Instructions to Offerors; III. General Conditions; IV. Responsibilities of Offerors; 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.

1.3 This is a specified quantity type contract for the products/services specified and effective for one year from date of award. Dallas ISD reserves the right to extend this contract for two (2) additional one-year terms.

1.3 (a) The products/services noted on the specifications portion of this document are estimates only and will not necessarily be purchased by this contract. Specific quantities and products/services will be noted on subsequent purchase/delivery orders issued under this contract.

1.3 (b) The district is not required to purchase from the vendor requirements in excess of the estimated value of this contract.

1.3 (c) If the district urgently requires delivery of any quantity of an item or specific service before the delivery date under this contract, and if the vendor will not accept an order providing for the accelerated delivery, the district may acquire the urgently required product(s) from another source.

1.3 (d) Dallas ISD reserves the rights to negotiate price/delivery with successful offeror(s) for similar products specified in this RFP during the effective period of this contract.

1.3 (e) The district may increase the quantity of any item by 100% of the "estimated" quantities at the same proposal price during the period of the contract.

1.4 This request for proposal is for HVAC Refrigerants products/services effective from August 21, 2014 (pending Board approval and contract completion) and end in July of 2015 but may be extended in additional one-year periods up to a maximum of three years (i.e. two one-year extensions) at the unilateral discretion of Dallas ISD based on factors such as, but not limited to, pricing, service satisfaction, compliance with terms/conditions, and needs of the district. Dallas ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

2.0 CONDITIONS OF AGREEMENT. The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:
   • Specifications (Section V.)
   • Responsibility of Offerors (Section IV.)
   • Instructions to Offerors (Section II.)
   • General Conditions (Section III.)
   • Notice to Offerors (Section I.)
   • Offer Forms (Section VI.)

3.0 PROPOSAL SUBMITTAL. A signed, submitted proposal constitutes an offer to perform the work and/or deliver
the product(s) specified in the solicitation. After board action a term agreement will be completed with for the awarded Offeror(s.)

4.0 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 Offeror, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with Dallas ISD's Affirmative Action policies and goals.

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

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

4.5 In the event identical proposals are submitted which are determined by Dallas ISD to be the lowest responsible offers, usually one offer will be selected as the successful Offeror. If one of the offerors submitting identical proposals is a resident of the District, that offeror shall be selected. If two or more such offerors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by casting of lots.

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

4.6.1 The purchase price;
4.6.2 The reputation of the Offeror and of the Offeror's goods or services;
4.6.3 The quality of the Offeror's goods or services;
4.6.4 The extent to which the goods or services meet the district's needs;
4.6.5 The Offeror's past relationship with the district;
4.6.6 The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
4.6.7 The total long-term cost to the district to acquire the Offeror's goods or services; and
4.6.8 Any other relevant factor specifically listed in the request for bids or proposals.

4.7 SELECTION PROCESS

4.7.1 – 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. 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.

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

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

4.7.4 – Proposal 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.

4.7.5 - The Evaluation Committee will narrow the submitted proposals to those that best meet the requirements of the Request For Proposal (RFP) and which best meets the complete needs of the Dallas Independent School District to recommend for award. At that point recommended proposals will be put on the agenda for the Dallas ISD Board of Trustees to consider and take possible action to authorize, negotiate, and enter into a contract with one or more of the recommended Offerors.

4.8 EVALUATION CRITERIA SPECIFIC TO THIS REQUEST FOR PROPOSAL

4.8.1 - EVALUATION FACTORS - The committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this Request for Proposals. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the Scope of Work and in the Instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

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

- 4.8.2.1 – The purchase price – 40 Points
- 4.8.2.2 – The reputation of the Offeror and of the Offeror's goods or services – 10 Points
- 4.8.2.3 – The quality of the Offeror's goods or services – 10 Points
- 4.8.2.4 – The extent to which the goods or services meet the district's needs – 10 Points
- 4.8.2.5 – The Offeror's past relationship with the district – 5 Points
- 4.8.2.6 – The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses – 20 Points
- 4.8.2.7 – The total long-term cost to the district to acquire the Offeror's goods or services – 5 Points
4.8.2.8 – Any other relevant factor specifically listed in the request for bids or proposals – 0 Points

NOTE: The matrix included in Paragraph 5.0, Section V entitled, “Scope of Work”, will be used in scoring each proposal:

5.0 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.

6.0 ACCEPTANCE. The successful Offeror will be required to execute a Term Agreement in conjunction with this process after the Board of Trustees has taken action and prior to work commencing. A copy of the Agreement is included with this request for review.

7.0 OFFEROR TO PACKAGE GOODS. Offeror will package goods in accordance with standard commercial practice.

   7.1 Each shipping container shall be clearly and permanently marked as follows: (a) offeror’s name and address; (b) Dallas ISD’s name, address and purchase order and purchase release number; (c) container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip.

   7.2 Offeror shall bear the cost of packaging unless otherwise provided.

   7.3 Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

   7.4 Dallas ISD’s count or weight shall be final and conclusive on shipments not accompanied by packing lists.

8.0 SHIPMENT UNDER RESERVATION PROHIBITED. Offeror is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

9.0 DELIVERY/DELIVERY DATE(S). Delivery of product(s) shall be per purchase orders used as delivery orders signed by the district’s Director of Procurement Services Department citing the RFP number on the purchase order. The district does not want, nor will it accept, total delivery of items specified at this time—quantities to be delivered will be in accordance with subsequent delivery/purchase orders.

   9.1 Delivery orders via purchase orders may be issued from date of award, for a period of one year.

   9.2 All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order (i.e., purchase order) and this contract, the contract shall control.
9.3 Dallas ISD may exercise its right to specify time, place, and quantity to be delivered. This release order will refer to this RFP and will specify the item, quantity, delivery date, and receiving address (if different from the warehouse). If the vendor fails to deliver within the time specified in the contract, the vendor shall pay to the district (or authorize to be withheld from payments) as liquidated damages $50.00 per calendar day or portion of a day for prohibiting the district’s occupancy, and/or use of these facilities.

9.4 Offeror shall transfer and deliver to Dallas ISD and shall pay for and accept all of Dallas ISD’s requirements during the referenced term of the contract for all of the items listed and described on the RFP.

9.5 Product(s) delivered must be new, in first class condition, including shipment and storage containers unless otherwise indicated on the proposal.

9.6 Final inspection shall be made at the delivery site after delivery. In case of rejection of products(s) because of failure to meet contract requirements, the vendor shall, without charge, promptly remove such rejected or damaged products and replace them by delivering to the same inspection point, products which meet the contract requirements without additional expense to the district for freight or other charges.

9.7 Each purchase ordered issued form this RFP is dependent on every other purchase order, and a delivery of non-conforming goods or a default of any nature under one purchase order will impair the value of the whole award and constitutes a total breach of the term agreement as a whole.

9.8 Any merchandise rejected must be corrected or replaced by suitable merchandise immediately (but definitely within two (2) weeks), at no charge to Dallas ISD, or a replacement will be bought in the open market and any costs incurred including additional costs over and above the accepted price will be the responsibility of the originally awarded offeror.

9.9 All goods to be delivered pursuant to the terms of this RFP, including any extensions thereof, shall be purchased at the prices set forth on offeror’s proposal.

10.0 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.

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

12.0 TERMINATION. Dallas ISD shall have the right to terminate for default all or any part of a resulting contract if offeror breaches any of the terms hereof or if the offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Dallas ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.
12.1 Dallas ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12.2 Dallas ISD may terminate a resulting contract and debar the Offeror form future “bidding” for violations of the federal requirements including, but not limited to, “Contract Work Hours and Safety Standards Act”, “Equal Employment Opportunity Act”, and “Energy Policy and Conservation Act”.

13.0 INTERPRETATION. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this 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.

14.0 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.

15.0 DISTRICT ON-SITE REQUIREMENTS. All District property and facilities are a “drug free zone”. No one may use, consume, carry, transport or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. The Offeror, its company, and its employees shall adhere to this policy. For the safety of students, all Offerors when working at a campus will sign visitor log in the office at the campus. The required identification badge (see 18.11) will be worn while on district property at all times. All Offerors should also be in a uniform that identifies them at all times.

16.0 INDEMNIFICATION AND HOLD HARMLESS: Except as otherwise expressly provided, offeror 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 offeror, its agents or employees in the performance of its obligations under a resulting contract. This clause shall survive termination of a resulting contract.

17.0 ASSIGNMENT OF OVERCHARGE CLAIMS. Successful offeror shall assign to Dallas ISD any and all claims for overcharges associated with a resulting 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.

18.0 REPRODUCTION. 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 Offeror registered as the plan holder must submit his/her proposal on the original Request For Proposal document. NOTE: Offerors may not collaborate with any other Offeror in preparing his/her proposal.

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

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

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

21.1 OFFER FORM – This serves as a confirmation that Offerors pricing was not submitted in collusion with any other Offeror 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.

21.2 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.

21.3 NOTICE OF NO RESPONSE FORM – In the event that a solicited Offeror 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.

21.4 DEVIATION FORM - if the responding Offeror intends to deviate from the General Conditions, Standard Terms and Conditions, and/or Scope of Work 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 bid based upon any deviations or 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, Scope of Work, and all other information contained in this document.

21.4 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 an Offeror from receiving a Contract, but are examined on a case-by-case basis.

21.5 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 Offerors 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. Offerors are required to complete this and include in their response, if applicable. If no conflict exists, Offerors 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 an Offeror from receiving a Contract, but are examined on a case-by-case basis.

21.6 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 an Offeror from receiving a Contract, but are examined on a case-by-case basis.

21.7 CAMPAIGN CONTRIBUTION DISCLOSURE FORM - A prospective Offeror seeking to enter into a contract to provide services for 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 Offeror must disclose whether they, a family member or a representative of the prospective Offeror 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 Offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror, a family member or a representative of the prospective Offeror, to the current Board of Education member of the District exceeds two hundred and fifty dollars ($250) over the two year period.

21.8 DELINQUENT CHILD SUPPORT – “Under Section 231.006. Family Code, the Offeror or applicant certifies that the individual or business entity named in a resulting contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this certification is inaccurate.” Dallas ISD receives its funding from the State of Texas and from the Federal Government in the form of grants, the district chooses to include this form in its procurement process.

21.9 INSURANCE. The successful offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. Successful offeror may be required to provide a copy of insurance coverage to Dallas ISD. Insurance certificates may contain a provision, or offeror’s signature on this bid/proposal certifies, that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given Dallas ISD. Insurance must remain in effect for the duration of a resulting contract. In some cases, the district may be required to be named as an additional insured on the Offeror’s insurance coverage. If the district is to be named as an additional insured on the Offeror’s insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award. If the district requires a certificate of insurance, the bid/proposal number and title should be noted in the “Description of Operations/Locations/Vehicles/Special Items” block of the certificate and the “Certificate Holder” block of the certificate should read, “Dallas ISD.”

21.9.1 Workers’ Compensation: Successful offeror must maintain workers’ compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer’s Liability with a limit of at least $500,000.

21.10 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 process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful bidder only. In the event the successful bidder allows another governmental entity to join the Dallas ISD contract, it is expressly understood that the Dallas ISD shall in no way be in no way liable for the obligations of the joining governmental entity.

21.11 CRIMINAL BACKGROUND CHECK AND IDENTIFICATION BADGE. Texas Education Code Chapter 22 requires service Offerors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of an Offeror who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Dallas ISD requires all service Offerors to have a criminal background check and identification badge.
21.12 MINORITY/WOMEN BASED ENTERPRISE (M/WBE) GUIDELINES - The completed M/WBE compliance Guidelines and Forms must be attached to all responses and are due with the bid/proposal at the time of bid opening. Bidders/Offerors 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/Offerors are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with minority and women-owned companies.

21.13 Dallas ISD CONTRACT AGREEMENT FOR SERVICE PROVIDERS - a blank copy is attached for your information. Successful Offerors will be required to sign the contract in conjunction with award.
IV. RESPONSIBILITIES OF OFFERORS

RFP #TH-204186 – HVAC REFRIGERANTS

1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/offeror.

2.0 Offerors are expected to provide prompt service that is due under a resulting contract including warranties and identified deliverables. Past performance of offerors may be a factor in awarding future contracts.

3.0 Offerors are expected to deliver service(s)/product(s) per specifications.

4.0 The successful Offeror will be required to execute a Professional Services Contract in conjunction with this process and submitted in time to be presented to the Board of Trustees for action.

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

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

7.0 The Offeror shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this solicitation. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPAA). District policies may be obtained at www.dallasisd.org under Board of Trustees/District Policies

7.1 The Offeror 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.

7.2 Dallas ISD Board Policies CHE (Local) and CAA (Regulation) forbid Offerors from contacting Board members individually at any time during the procurement process or during the performance of any contract. Dallas ISD board policies may be viewed at http://pol.tasb.org/Home/INdex/361.

7.3 Dallas ISD Board Policies CHE (Local) and DBD (Local) prohibits Offerors from using former Dallas ISD employees to work on, or have any involvement, in District-related business performed or provided by the Offeror for a period of two years, for the Superintendent of Schools, Chiefs, Executive Directors, and Directors or equivalents, and 18 months for all other former employees. Dallas ISD board policies may be viewed at http://pol.tasb.org/Home/INdex/361.

8.0 Texas Public Information Act (TPIA). Offeror acknowledges that the Dallas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, “public information” is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

1. By Dallas ISD; [or]
2. for Dallas ISD and Dallas ISD
   a. owns the information; [or]
   b. has a right of access to the information; or
   c. pends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
3. by an individual officer or employee of Dallas ISD in the officer's or employee's official capacity and the information pertains to official business of the Dallas ISD.

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

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

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

Sexual harassment of employees or students of the District by Offeror's employees or agents is strictly forbidden. Any employee or agent of the Offeror who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Offeror, including dismissal.
V. SPECIFICATIONS
RFP #TH-204186 – HVAC REFRIGERANTS

Offeror agrees to provide the Dallas Independent School District with HVAC REFRIGERANTS in accordance with the specifications, terms and conditions of this Request for Proposal, at the prices offered. The prices will remain firm for the term of the agreement, including the renewal years and applied to all purchases covered by this agreement.

ESTIMATED QUANTITIES: The estimated quantities and items stated on the Request for Proposal are merely examples and estimates for a twelve (12) month period. They are not firm and in no way represent the actual requirements of the District. Actual quantity and item requirements may increase or decrease as the needs of the District dictates and will be stated through issuance of purchase orders against the agreement.

SAMPLE LIST

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>EST QTY</th>
<th>UOM</th>
<th>UNIT PRICE</th>
<th>DOLLAR EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>R22 REFRIGERANT, 30 LB. DISPOSABLE CYLINDER</td>
<td>120</td>
<td>EA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>R134 REFRIGERANT, 30 LB. DISPOSABLE CYLINDER</td>
<td>120</td>
<td>EA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>R410A REFRIGERANT, 25 LB. DISPOSABLE CYLINDER</td>
<td>120</td>
<td>EA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>R12 REFRIGERANT, 30 LB. DISPOSABLE CYLINDER</td>
<td>20</td>
<td>EA.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTAL

THIS PAGE MUST BE RETURNED WITH THE RFP
10.0 Evaluation and Award Process: Proposals received as a result of this solicitation will be evaluated according to details included in above Section III, Paragraph 4.8 of this document and scored according to the following scoring matrix:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Max Points</th>
<th>Offeror Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Supplier Cost – Detailed description for various products</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>2. Reputation of the Offeror and the Offeror’s goods or services – 10 Points total as distributed in 2 a. and 2 b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. a. Vendor meets District timelines with Delivery of products</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2. b. Vendor has inventory to meet District needs</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>3. Quality of the vendor’s goods and services</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>4. Extent to which the goods or services meet the district’s needs</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>5. Offeror’s past relationship with district (if no experience with Dallas ISD, give examples with other K-12 School Districts of like size, or governmental entity.)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses. This will be applied to your M/WBE Participation and worth 20 points broken down as follows:</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>6. a. Company has Affirmative Action Plan and/or its workforce composition plan reflects its Affirmative Action Policies</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>6. b. Company presented positive historical MWBE utilization on previous contracts</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6. c. Composition of the firm’s team make-up meets the subcontracting level and includes diverse MWBE firms in significant and meaningful roles</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6. d. Composition of the firm’s team make-up exceeds the Dallas ISD’s MWBE goal at the subcontracting level and includes diverse and meaningful roles</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>6. e. Company will voluntarily participate in district’s Joint Venture or Mentor Protégé Program</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7. Total long-term cost to the district to acquire the Offeror’s goods and services By maintaining the cost over the term of the Board document</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Maximum Total Points</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

Company Name:

Evaluator:

*Note: The Evaluation Criteria Scoring can be adjusted to fit each Request for Bid, Request for Proposal, Request for Qualification, or any procurement process determined by the Procurement Services Department.*
VI. OFFER FORM  
RFP #TH-204186 – HVAC REFRIGERANTS  

TO: Dallas ISD  

I, or we, the duly authorized undersigned, having carefully read the Instructions to Offerors, General Conditions, Notice to Offerors, Scope of Work, Responsibilities of Offerors, and Offer Forms, do hereby tender 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)/services(s) per scope of work 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 offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offerors 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/offerors 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: ____________________________  

Firm’s Address: ____________________________  

City       State       Zip  

Title: ____________________________   Phone #: ____________________________  

Please Print  

E-mail: ____________________________   Fax #: ____________________________  

SS or Fed ID #: ____________________________  

ENVELOPES SHOULD BE PlainLY MARKED:  

“RFP #TH - 204186 – HVAC REFRIGERANTS”  

THIS PAGE MUST BE RETURNED WITH THE RFP
1. GENERAL INFORMATION
Date ____________________________
Firm Name ____________________________
Address ____________________________
City __________________ State _______ Zip ______

Contact Person(s) – limited to two persons per firm/application
Contact No. 1
Name ____________________________
Title ____________________________
Telephone ______________ Fax ____________________________
Internet/E-mail address ____________________________

Contact No. 2:
Name ____________________________
Title ____________________________
Telephone ______________ Fax ____________________________
Internet/E-mail address ____________________________

Type of organization:
- Sole proprietorship (individual)    Partnership
- Professional corporation    Corporation
- Joint venture    Other ____________________________

2. FIRM BACKGROUND AND STAFF
Year present firm established ____________________________
Name of parent company, if any ____________________________

Address ____________________________

List principals of firm ____________________________

THIS PAGE MUST BE RETURNED WITH THE RFP
Former company name(s), if any, and year(s) established:

<table>
<thead>
<tr>
<th>Name</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Year</td>
</tr>
<tr>
<td>Name</td>
<td>Year</td>
</tr>
</tbody>
</table>

Number of employees in firm locally: ________________________________

Total of employees in firm (all office locations): ________________________________

Who will be your designated representative assigned to Dallas ISD? ________________________________

Who is the senior member of the firm assigned to Dallas ISD? ________________________________

3. **PROFESSIONAL SERVICES (DISCIPLINES) PROVIDED BY FIRM**

Please indicate below the types of services your firm could supply to Dallas ISD:

A. ________________________________

B. ________________________________

4. **PROJECT REFERENCES**

Please list any completed education-related reverse auction events that would be representative of your firm’s work and services provided within the last three years.

A. Reverse Auction Event ________________________________

   District ________________________________

   Contact person/title ________________________________

   Phone number ________________________________

   Scope of Project ________________________________

B. Reverse Auction Event ________________________________

   District ________________________________

   Contact person/title ________________________________

   Phone number ________________________________

   Scope of Project ________________________________
C. Reverse Auction Event

District

Contact person/title

Phone number

Scope of Project

Scope of Project

5. Please indicate if your firm will supply reports and any necessary documentation on disk in MS Office as well as one (1) hard copy:

______ Yes    _______ No

6. A sample contract is attached for your review. Please attach any additional information or brochures that would provide additional information about your firm in relation to this request.

7. **APPLICATION SIGNATURE:**

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, and elected or appointed official or officer of the District, or any employee, agent or other representative of the District, unless specifically allowed to do so by the Procurement Services Department.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow Dallas ISD to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

NAME  (Please print or type)  TITLE   DATE

SIGNATURE of FIRM’S CONTACT PERSON

---

THIS PAGE MUST BE RETURNED WITH THE RFP
DEVIATION/COMPLIANCE FORM
RFP #TH - 204186 – HVAC REFRIGERANTS

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 bid 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):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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
NOTIFICATION OF NO RESPONSE

RFP #TH - 204186 – HVAC REFRIGERANTS

Dallas ISD
3700 Ross Avenue, Box 89
Dallas, Texas 75205

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

Tim Holt
(at the above address)

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

After a review of RFP# TH-204186 – HVAC REFRIGERANTS, it was decided that there would not be a response to the request for proposal. The decision is based upon one or more reasons checked below.

1. Unable to meet specifications for ( check all that apply ):
   Offeror qualifications
   Insurance Coverage required
   Timeline

2. Unable to utilize desired markets

3. Able to, but just prefer not to respond

4. Other: ____________________________
   Please explain ____________________________________________________________

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

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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

Signature in ink Date

Printed Name & Title of Signature

THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)
FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of Offeror 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.

OFFEROR’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
Notice to Offerors
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

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

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

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

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 Offeror also shall file an updated questionnaire:
   a. not later than September 1 of each year in which a covered transaction is pending, and
   b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. An Offeror is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Dallas Independent School District are:

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
Bernadette Nutall, Trustee
Miguel Solis, Trustee
Mike Miles, Superintendent of Schools

If you are required to file, send the completed form to Dallas Independent School District, Procurement Services Department, 3700 Ross Avenue, Box 89, Dallas, Texas 75204.
**CONFLICT OF INTEREST QUESTIONNAIRE**
For Offeror or other person seeking to do business with local governmental entity

<table>
<thead>
<tr>
<th>Form CIQ</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Person Completing Form:</th>
<th>(Required Field)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Company Completing Form:</td>
<td>(Required Field)</td>
</tr>
</tbody>
</table>

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.

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

---

**OFFICE USE ONLY**

Date Received: ___/___/___

---

THIS PAGE MUST BE RETURNED WITH THE RFP
NOTIFICATION OF NO CONFLICT OF INTEREST

RFP # TH - 204186 – HVAC REFRIGERANTS
Dallas ISD
3700 Ross Avenue, Box 89
Dallas, TX  75204

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

Tim Holt, Buyer
(at the above address)

Dallas ISD requires this notification to document the Offeror’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 Offeror 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)
FAMILY CONFLICT OF INTEREST QUESTIONNAIRE
RFP #TH - 204186 – HVAC REFRIGERANTS

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 Dallas ISD Procurement Services Department 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 (If applicable)
A prospective Offeror seeking to enter into a contract to provide services for 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 Offeror must disclose whether they, a family member or a representative of the prospective Offeror 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 Offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror, a family member or a representative of the prospective Offeror, 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 Offeror, a family member of the prospective Offeror, or a representative of the prospective Offeror 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 Offeror fails to submit a fully completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM.

THIS FORM MUST BE INCLUDED IN THE RESPONSE FOR THIS REQUEST FOR QUALIFICATIONS FOR FINANCIAL ADVISOR SERVICES AND MUST BE FILED BY ANY PROSPECTIVE OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

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 Offeror, if the prospective Offeror is a natural person; or (b) an owner of a prospective Offeror.

“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 Offeror” means a person or business that is subject to the competitive sealed proposal process set forth in the Purchasing 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 Offeror” 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 Offeror, or an employee or agent of the prospective Offeror acting on behalf of the prospective Offeror.

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

- Eric Cowan, Board President (District 7)
- Lew Blackburn, First Vice President (District 5)
- Carla Ranger, 2nd Vice President (District 6)
- Dan Micciche, Board Secretary (District 3)
- Elizabeth Jones (District 1)
- Mike Morath (District 2)
- Nancy Bingham (District 4)
- Bernadette Nutall (District 9)
- Miguel Solis (District 8)

**THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)**
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE OFFEROR:

Contribution(s) made by: ____________________________________________________________

Relation to Prospective Offeror: _____________________________________________________

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 Offeror.

Signature _______________________________ Date _________________________________

THIS PAGE MUST BE RETURNED WITH THE RFP
Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Under Section 231.006, Family Code, the Offeror or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Date: ____________________________

Signature: _________________________

Title: ______________________________

THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)
COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT

RFP #TH - 204186 – HVAC REFRIGERANTS

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

Contract and insurance requirement:
- Hold Harmless Agreement
- Contractual Coverage
- Products and Completed Operations Coverage
- Waiver of Subrogation
- District named as additional insured on coverage’s, except as to professional liability and workers’ compensation.

Workers’ Compensation: Statutory Limits
Employer’s Liability: $500,000 per accident/$500,000 per person

General Liability
- Bodily Injury & Property Damage: $500,000 combined single limits/$1,000,000 aggregate

Automobile Liability
- Bodily Injury & Property Damage: $250,000 per person/$500,000 per accident

Professional Liability: $1,000,000 per claim

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

All Builders Risk: Not required by Offeror

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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 Department has the right to reject this bid and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Procurement Services Department at (972) 925-4100.

Bidder’s Signature: ___________________________ Date: ___________________________
PROCUREMENT SERVICES DEPARTMENT

COMMITMENT TO ATTAIN CRIMINAL BACKGROUND CHECK AND IDENTIFICATION BADGE(S)

RFP # TH - 204186 – HVAC REFRIGERANTS

a. **Criminal Background Check and Identification Badge:** Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a “location where students are regularly present.” The Offeror's employees, agents, and subcontractors subject to Article 15 shall be identified by a photographic identification badge, issued by a District approved third party company at the Offeror’s expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Offeror's violation of this section shall constitute a substantial failure under Article 8 Termination.

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

If the above requirement is required for completion of the service contract required to do business with the Dallas ISD. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Procurement Services Department at (972) 925-4100.

Bidder’s Signature: ________________________________ Date: ________________________________

THIS PAGE MUST BE RETURNED WITH THE RFP
INTERLOCAL AGREEMENT CONSENT FORM

RFP #TH – 204186 – HVAC REFRIGERANTS

1.0 INTERLOCAL AGREEMENT CLAUSE: With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

2.0 AUTHORITY: EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.

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

   3.1 Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party Offerors, 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 processes.

   3.3 Actively participate in and provide support to meetings and other activities conducted by the EPCNT.

   3.4 Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

4.0 PURCHASING AUTHORITY:

   4.1 All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Offerors 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 Offerors 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.

   4.3 The Master Agreement and all actions taken pursuant to this Master Agreement shall be governed by the laws of the State of Texas respecting independent school districts. Members specifically elect to be governed by the laws regarding purchasing found in Chapter 44 of the Texas Education Code. All action of this alliance shall be governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the Parties hereto shall be in Denton County, Texas.

5.0 AGREEMENT CONSENT ACKNOWLEDGEMENT: Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the Offeror) agree that all terms, conditions, specifications, and pricing would apply?

   □ Yes   □ No

If you (the Offeror) 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: ____________________________
OFFEROR DEBARRMENT FORM

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

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency, 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 offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

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

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

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

(3) This certification (specified in paragraphs (c)(1) and (c)(2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime Offeror. The prime Offeror shall be required to furnish copies of the certifications to the Authority upon request.

SIGNATURE OF OFFEROR: ___________________________ DATE: ___________________________

PRINTED/TYPED NAME OF OFFEROR: ___________________________________________

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 Offeror/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/offerors, including minority and women owned firms. All bidders/offerors 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), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women’s Business Council and City of Austin. Other certifications may be considered on an individual basis. Only certified minority and women-owned companies will be counted towards the prime’s M/WBE subcontracting goals.

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

8. All district bidders/Offerors are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with M/WBEs.

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

It is a continuing goal of the district to involve minority and women-owned businesses (M/WBE) to the maximum extent possible in all facets of the district’s contracting and procurement activities.
10. For exceeding the district’s aspirational M/WBE goals by an additional percentage, points will be awarded as follows:

<table>
<thead>
<tr>
<th>Exceeding M/WBE Goal by an Additional</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. Offeror 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 Offeror/Contractor 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 Offeror shall promptly notify the M/WBE Department within 7 days and obtain a listing of other certified M/WBE Offerors to meet the commitment amount.

15. Offeror 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 Offeror 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 Offeror 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 Offeror; 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.
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>
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</thead>
<tbody>
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</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>
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<tbody>
<tr>
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<td>Male</td>
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<td>Executive &amp; Managerial</td>
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<td>Technical &amp; Skilled</td>
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<td>Office &amp; Clerical</td>
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<td>TOTAL</td>
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M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $25,000 or More (Single Transaction or Fiscal Year Aggregate)
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>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>Contact Person &amp; Phone Number</td>
<td></td>
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<tr>
<td>1</td>
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</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:

__________________________________________________________________________________.

__________________________________________________________________________________.

__________________________________________________________________________________.

__________________________________________________________________________________.

__________________________________________________________________________________.

__________________________________________________________________________________.
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/Offerors 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></th>
<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>
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Special Note: Attach a copy of the current M/WBE certificate or proof of current M/WBE certification for each M/WBE Subcontractor. Respondents who will subcontract portions of the work will be required to submit the Letter of Intent to Perform/Contract as a Subcontractor form (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.

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $25,000 or More (Single Transaction or Fiscal Year Aggregate)
### 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>
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<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>
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<tr>
<td>2. Were contracts broken down to provide opportunities for subcontracting?</td>
<td></td>
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<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>
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<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>
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<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>
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<tr>
<td>6. Did you encourage non-certified M/WBEs to pursue certification status?</td>
<td></td>
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<tr>
<td>7. Were negotiations conducted in good faith with interested M/WBEs?</td>
<td></td>
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<tr>
<td>8. Were the services utilized of available minority and women, community organizations, Offeror groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?</td>
<td></td>
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</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.

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.

### 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.

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

1. Name of Offeror / Prime Offeror
   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 OFFEROR:

I ___________________
   (Name of Declarant) ___________________ HEREBY DECLARE AND AFFIRM that I am the ___________________
   (Title of Declarant) ___________________
   and a duly authorized representative of ___________________
   (Name of Prime Offeror)

   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 Offeror 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.

   ___________________
   (Signature of Declarant) ___________________ (Phone) ___________________ (Date)
# 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>1 Has a meaningful Joint Venture been established?</th>
<th>Available Points</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Is the Joint Venture agreement signed by all partners, and is it notarized?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>b What is the M/WBE partner(s) percentage participation?</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>( .25 for 10% and greater, .5 for 20% and greater, .75 for 30% and greater, 1 for 40% and greater )</td>
<td></td>
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<tr>
<td>c Does the M/WBE partner provide bonding to match its JV share?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>d Is there a cash call provision in the agreement?</td>
<td>0.25</td>
<td></td>
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<tr>
<td>e Does the project insurance recognize the M/WBE partner?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>f 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>
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<tr>
<td>g Is there a history of the Joint Venture partners working together?</td>
<td>0.25</td>
<td></td>
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<tr>
<td>h Does it require the approval of Dallas ISD before the JV partnership can be dissolved?</td>
<td>0.25</td>
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<tr>
<td>i Is there a dispute resolution procedure?</td>
<td>0.25</td>
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</table>

| 2 Is the M/WBE partner involved in the operational management of the Joint Venture? | | |
| a Does it designate the M/WBE as a managing partner and does the M/WBE partner provide senior management? | 0.25 | |
| b Does it identify the respective roles and responsibilities of all parties? | 0.25 | |
| c Will the M/WBE partner be involved in scheduling, progress reviews, subcontractor disputes, and management decisions? | 0.25 | |
| d 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? | | |
| a Will the Joint Venture establish a JV bank account? | 0.25 | |
| b Will the Joint Venture maintain JV project accounts? | 0.25 | |
| c Will the M/WBE partner participate in the production and review of financial reports and financial forecasting? | 0.25 | |
| d 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>1 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>a Is the Mentor Protégé agreement signed by all parties, and is it current, active, and notarized?</td>
<td>0.50</td>
</tr>
<tr>
<td>b Did the firm provide current and notarized progress reports/deliverables/meeting minutes?</td>
<td>0.50</td>
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</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
Term Agreement

(This form may only be used for the purchase of products, goods, materials and other tangible items. The form may not be used for the procurement of services.)

This Agreement between Dallas Independent School District ("District"), a local political subdivision of the State of Texas and [INSERT VENDOR NAME] ("Vendor") is made and entered into as of [INSERT DATE].

Whereas, the District desires to retain the vendor to provide the following materials for the said price: [INSERT DESCRIPTION (RFP Name and Number) as approved by the Board of Trustees on [INSERT DATE], Board File Number [INSERT FILE #].

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

1. TERM OF AGREEMENT: The Agreement is effective on [INSERT DATE] and terminates on [INSERT DATE].

2. INDEPENDENT VENDOR: The Vendor will operate hereunder as an independent vendor and not as an officer, agent, servant or employee of Dallas ISD. The Vendor will have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and will be solely responsible for the acts and omissions of its officers, agents, employees, vendors, subcontractors and consultants.

3. ASSIGNMENT: The Vendor will not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Dallas ISD. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the District.

4. CONFLICT OF INTEREST: The Vendor covenants and agrees that Vendor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of this Agreement. No officer or employee of the District will have a financial interest, direct or indirect, in any contract with the District, or be financially interested, directly or indirectly, in the sale to the District any materials, supplies or services, except on behalf of the District or in compliance with the provisions of the Dallas ISD Board Policies. Any violation of this provision will render this contract voidable at the discretion of the District.

5. BUSINESS ETHICS: Vendor will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, or agents of the District, or to any of their family members.

6. VENDOR CONDUCT: Felony Conviction Notice: Vendor must give advance notice to the District if the person or an owner of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate this Agreement if the District determines that the person or business entity failed to give notice as required by this section or misrepresented the conduct resulting in the conviction.

Criminal Background Check: Vendor will obtain criminal background history record information if the vendor, an employee, applicant or agent will have continuing duties that will be performed on school property or at another location where students are regularly present. The Vendor shall certify to the District before beginning work and at no less than an annual basis that criminal history record information has been obtained. Vendor shall assume all expenses associated with the background checks. The vendor’s employees and/or agents shall be identified by a photographic identification, issued by a District approved third party company at the vendor’s expense.

Sexual Harassment: Sexual harassment of the vendor or employees or student of the District by employees of the vendor is strictly forbidden.

Drug Free Zone: Vendor shall comply with the District’s alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance by the vendor’s employees/agents and all other persons carrying out the agreement. Vendors shall refrain from speaking profane and/or offensive language or engaging in any inappropriate interactions of any nature whatsoever with students, teachers and District employees that would otherwise contribute to a hostile or offensive environment for District students and staff.

7. VENDOR TO PACKAGE GOODS: The Vendor will package goods in accordance with good commercial practice. Each shipping container, will be clearly and permanently marked as follows: (a) Vendor’s name and address; (b) Consignee’s name, address and purchase order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Vendor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. District’s count or weight will be final and conclusive on shipments not accompanied by packing list.

8. PLACE OF DELIVERY: The place of delivery will be set forth in the block of the purchase order entitled “Ship to.”

9. TITLE AND RISK OF LOSS: The title and risk of loss of goods will not pass to the Dallas ISD until the District receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
10. **FORCE MAJEURE:** The Vendor will not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Vendor is unable to perform any of its obligations as a result of force majeure, Vendor will immediately give written notice to the Purchasing Department of the date of inception of the force majeure condition and the extent to which it will affect performance.

11. **PRODUCT GUARANTEE:** Vendor guarantees equipment or product offered will meet or exceed specifications. The proposer will, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the District. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the proposer will, upon written request from the District, promptly remove such equipment or product without any further expense to the District.

12. **PATENT RIGHTS:** The vendor agrees to protect the District from any claim involving patent right infringement or copyrights on goods supplied and will not infringe or violate any intellectual property rights or other rights of any third party.

13. **PRICE WARRANTY:** The price to be paid by the Dallas ISD will be that contained in Vendor’s bid, 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 contract for similar quantities under like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items will be reduced to Vendor’s current prices on orders by others, or in the alternative upon school district’s option, the vendor will release Dallas ISD from this contract without liability to vendor for breach or for vendor’s actual expense.

14. **INVOICES:** The vendor agrees to invoice the District for the product/materials after all product/materials are delivered to the District.

15. **NEW MATERIALS:** Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract will be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

16. **INDEMNIFICATION:** Vendor does hereby agree to waive all claims, release, indemnify and hold harmless the school district, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Vendor, its officers, agents, employees, sub-vendors, invitees, or other persons for whom the Vendor is legally liable, arising out of or in connection with the performance of this contract, and Vendor will at its own cost and expense defend and protect the school district against any and all such claims and demands.

17. **NON-DISCRIMINATION:** Vendor will not discriminate against any employee or applicant for employment of Vendor or of the school district because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Vendor will take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action will include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

18. **AMERICANS WITH DISABILITIES ACT:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), and its subsequent amendments, Vendor warrants that it and any and all of its sub-vendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Vendor or any of its sub vendors. Vendor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the school district harmless against any claims or allegations asserted by third parties or sub vendors against school district arising out of Vendor’s and/or its sub-vendor’s alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.

19. **FUNDING OUT CLAUSE:** The Vendor recognizes that the continuation of any contract after the close of any given fiscal year of the school district, which fiscal year ends on June 30 of each year, will be subject to Board of Trustees budget approval. Should funding not be approved by the Board of Trustees for any given budget year during the agreement term, the agreement will terminate and become null and void.

20. **RIGHT OF INSPECTION:** Dallas ISD will have the right to inspect the goods upon deliver before accepting them. Vendor will be responsible for all charges for the return to Vendor of any goods rejected as being nonconforming under the specifications.

21. **SALES TAX EXEMPTION:** Dallas ISD is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas.

22. **PAYMENT:** Dallas ISD will pay all undisputed invoices within thirty (30) days of receipt, provided all goods/materials have been delivered to the District. The District’s preferred method of payment will be thru Electronic Funds Transfer (EFT) or E-payables.

23. **RIGHT TO AUDIT:** The Vendor agrees that Dallas ISD will, until the expiration of seven (7) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Vendor involving transactions relating to this Contract. Vendor agrees that the school district will have access, during normal working hours, to all necessary Vendor facilities, and will be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The Dallas ISD will give Vendor reasonable advance notice of intended audits.
24. **DRUG POLICY:** All Dallas ISD property and facilities are a “drug free zone.” No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. The responding company and its employees will adhere to this policy.

25. **TERMINATION WITHOUT CAUSE:** Dallas ISD may without cause terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Vendor will promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. Dallas ISD will pay the Vendor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

26. **TERMINATION FOR DEFAULT:** In the event of substantial failure by a party hereunder to perform in accordance with the herms herein, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen day period.

27. **VENUE:** This Agreement and all the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties agree that venue shall be in Dallas County, Texas.

28. **ENTIRE AGREEMENT:** This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties and may not be waived, modified, amended or alter relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

29. **MODIFICATIONS:** This agreement supersedes all prior agreements, written or oral, between Vendor and District. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in a written document signed and dated by the authorized representatives of the District and Vendor.

30. **SEVERABILITY:** In case any one or more of the provisions contained in this agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this agreement, and this agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

31. **REMEDIES:** No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each will be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party will not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

32. **NO THIRD-PARTY BENEFICIARY:** For purposes of this Agreement, including its intended operation and effect, the parties to this Agreement specifically agree and agree that: (1) the agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the District or Vendor or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the District or Vendor.

33. **COMMUNICATION WITH THE DISTRICT:**

**VENDOR CONTACT WITH DALLAS ISD BOARD MEMBERS:**

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

**CAA (REGULATION):**

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

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

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

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


DALLAS INDEPENDENT SCHOOL DISTRICT  FEBRUARY 2014  TERM AGREEMENT FOR GOODS OR MATERIALS
CHE (LOCAL):

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

CHE (LOCAL) – Page 1 of 4

"Any person or entity in violation of this policy may have a pending bid or proposal rejected, be barred from receiving future contracts, and/or have an existing contract canceled."

CHE (LOCAL) – Page 2 of 4

"Conducting business" shall include participation in a pending procurement, the negotiation of any contract, the performance of any contract, the selling of any product, and the performance of any services."  

CHE (LOCAL) - Page 2 of 4

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


19.2 VENDOR PROHIBITION FROM USE OF FORMER DALLAS ISD EMPLOYEES:

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

CHE (LOCAL):

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

CHE (LOCAL) – Page 4 of 4

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


DBD (LOCAL):

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

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

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

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

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

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

VENDOR:  

___________________________________

Dallas Independent School District  
3700 Ross Avenue  
Dallas, Texas 75204  

FOR THE VENDOR  

By:  

________________________________________  

(Print Name of Person Signing for Vendor)  

Signature:  

__________________________________________  

(Vendor Representative Signature)  

Title:  

__________________________________________  

(Title of Vendor’s Representative)  

DISTRICT:  

FOR THE DISTRICT  

By:  

__________________________________________  

(Print Name of Representative per Signature Delegation Memo signs after School Attorney)  

Signature:  

__________________________________________  

(District Representative Signature)  

Title:  

__________________________________________  

(Title of District Representative)  

School Attorney:  

Approved as to Form.  

By:  

_____________________________________________  

(Signature of School Attorney)
EXHIBIT A

MATERIAL/PRODUCTS TO BE PROVIDED BY VENDOR

SEE ATTACHED LIST