



Issue Date: February 2, 2020
Page 1 of 67 Pages (which includes all Master Agreement Template pages)
CSP # 20-001
Job Order Contracting Services Districtwide
 Competitive Sealed Proposal (CSP)

Receipt/Opening Time and Date:

2:00 PM Local Time Tuesday, March 3, 2020

Rose Kohut – Director, Contracts & Procurement

Dallas Independent School District (“Dallas ISD” or “District”) is soliciting offers for the products, goods, or services per the specifications stated elsewhere in this solicitation document. Offers shall be submitted in a sealed envelope marked on the outside with the Offeror’s name and address and solicitation number and title “Job Order Contracting Services Districtwide” to:

Dallas ISD
Attn: Rose Kohut - Procurement Services
Bond/Construction Services
3801 Herschel Avenue
Dallas, Texas 75219

Offers must be submitted in sufficient time to be received and time-stamped at the above location on or before the receipt/opening date/time indicated above. DALLAS ISD will not be responsible for delivering mail from the post office nor any other delays encountered by hand delivery of Offers. Offers received after the receipt/opening time and date may not be considered. FAX proposals or e-mailed proposals will not be accepted.

Questions concerning this solicitation document should be addressed, in writing, to Rkohut@dallasisd.org. Questions should be submitted not later than close of business, Wednesday, February 19, 2020 to allow sufficient time for responses prior to receipt/opening date/time. Responses to questions, other than administrative questions, will be provided to all potential Offerors by means of an addendum to the solicitation.

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

Please return original signed Offer and Five (5) copies and 1 soft copy to Dallas ISD, Attn: Rose Kohut, Procurement Services. All forms included as part of this solicitation must be completed and returned with Offeror’s response.

This solicitation is for [] a one-time purchase or one-year requirement or a multi-year requirement as noted elsewhere in this solicitation.

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

Signature below represents that Offer is submitted.

OFFER MUST BE SIGNED

Company Name: _____ Submitter’s Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____ Telephone No. _____

Submitter’s Signature: _____ Date: _____

STATEMENT OF WORK
Solicitation Number: 20-001
Solicitation Title: Job Order Contracting Services Districtwide

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Proposal Timeline (Estimated)

Issue RFP	Sunday, February 2, 2020
RFP Due	March 3, 2020, 2:00 PM Local Time
Advertising Dates	Sunday, February 2, 2020 and Sunday, February 9, 2020
Pre-Proposal Meeting (if applicable)	Friday, February 14, 2020 – 9:30 AM Local Time
Questions Deadline	Friday, February 21, 2020 by Close of Business
Questions Response	Tuesday, February 25, 2020 by Close of Business
Evaluation and Selection	Friday, March 6, 2020
Approval/Award	April, 23, 2020

SECTION I: BACKGROUND INFORMATION/BASIC REQUIREMENTS

1. Dallas ISD is seeking Offers for Job Order Contracting Services for Districtwide use.
2. Dallas ISD is:
 - Seeking a pool of qualified vendors from which campuses/departments may purchase the goods/services identified in this solicitation document.
 - seeking to award to one vendor for the purchase of the goods/services identified in this solicitation.
 - seeking to award to a primary vendor with secondary, tertiary, etc. vendors for the purchase of the goods/services identified in this solicitation.
3. The resulting Contract award, if any, is for
 - a one-time requirement or one-year requirement
 - A multi-year requirement

This is a one-year Contract, but may be extended/renewed in additional one-year periods up to a maximum of three years (i.e., two one-year extensions) at the discretion of the District, and mutual agreement, based on factors such as, but not limited to, unit prices, delivery satisfaction, compliance with terms/conditions, and needs of the district. To exercise each option to renew, the District must give written notice to the Offeror of its election to renew for one (1) additional year within forty five (45) days of the expiration of the then current term of the Agreement/Contract. If the District fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate.

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

12th grade, in 230 schools, employing nearly 20,000 dedicated professionals.

6. **Objective -**

The Owner seeks to award job order contracts for the minor construction, repair, rehabilitation, or alteration needed at various facilities. The work is of a recurring nature, but the delivery times and project quantities are indefinite. Orders will be awarded substantially on the basis of pre-described and pre-priced tasks.

The District will select and place under contract multiple JOC contractors for the purpose of supporting this effort. The District does not guarantee the dollar amounts that would be provided to any of the selected contractors. This solicitation is not exclusive and other separate contractors may be engaged by the District at times and locations to be decided by the District.

As used in the CSP, the following terms have the meanings set forth below:

“Coefficient” means a numerical factor which represents costs not considered as included in Unit Price Guide unit prices, including general and administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, contractor’s profit, and indirect costs. Proposer shall ensure the coefficient costs for normal working hours versus non-normal working hours are specified correctly on the **Detailed Price Affidavit and Offer Form (page 21)** in order to satisfy the requirements of the Program as outlined in this CSP. **See Exhibit 1 – RS Means Sample Cost Proposal** within this solicitation document.

“Non-prepriced item” means a necessary, but incidental, part of a job or project ordered under a Job Order Contract that is not identified in the pre-priced contractual unit pricing list. The coefficient applied to a prepriced item shall not be applied to a non-prepriced item.

“Statement of Work” means a description of a project to be ordered under a Job Order Contract which contains sufficient detail to determine quantities and quality, and the time for performance.

“Unit Price Guide” means a compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of measure and unit prices designated or provided by the owner to be used in administration of this Contract. Unit Price Guide unit prices shall use the total cost, adjusted for locality and as otherwise instructed, including overhead and profit, as the basis of cost to be adjusted. The Unit Price guide(s) for this Contract are listed in Section 5.6 Unit cost Guides and are hereby incorporated by reference.

The price for a job or Assignment of Work ordered by the Owner under this proposed Contract shall be based on the Unit Price Guide and the Contractor’s Coefficient, and any non-prepriced items. Non-prepriced items shall not exceed ten percent (10%) of the value of the Job Order. The Owner shall have the unconditional right to withdraw its Job Order at any time before or after the Contractor has submitted its proposal for a Job Order. In order for a Job Order under this proposed Contract to become effective, it must be (a) signed by the Owner and the Contractor, (b) a unit price order based on the quantities and line items delivered, and (c) based on an Assignment of Work which may be negotiated between the Owner and the Contractor.

Please see Section VII: Exhibits and Appendices for Specifications, Scope of Work, and Exhibit 1-RS Means Sample Cost Proposal, Job Order Contracting Services Questionnaire, and Dallas ISD Master Agreement form (Page 48).

Section II: INSTRUCTIONS AND REQUIREMENTS for OFFER SUBMITTAL

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

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

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

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

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

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

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

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

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

Section III: EVALUATION PROCESS

1. **Overview.** Each Offer received will be analyzed and evaluated by selected District personnel.
 - a. It is the intent of the District to award based on the best value (i.e., price and other factors considered) to the District to the responsive, responsible Offeror as statutes, regulations, policies, and practices allow.
 - b. While award to a pool of Providers is envisioned, the District reserves the right, at the District's sole discretion, to make multiple awards, or no award, if determined to be in the District's best interests.
 - c. Non-responsive or disqualified Offers will be not eligible for award consideration. Reasons for being deemed non-responsive or being disqualified include, but are not limited to, receipt of Offer after date/time posted; failure to sign the Offer; failure to complete and sign MWBE documentation; being debarred; and/or excessive exceptions to statement of work or terms and conditions.

2. **Evaluation Criteria.** In addition to the evaluation criteria noted in the General Terms and Conditions, the District will use the following criteria in the evaluation as part of "any other relevant factors": See the following Evaluation Criteria and Scoring Matrix on Page 7.

3. **Best Value Incentives.** Consideration will be given to Proposers who include best value incentives or value-adds at no additional cost to the District. These incentives/value-adds must be clearly enumerated in Offeror's response.

4. **Discussions.**
 - a. During the evaluation of proposals, discussions may be held with the Offerors that are deemed to be qualified to provide the products, goods, and/or services described elsewhere in this solicitation (i.e., Offerors that are in the competitive range of products, goods, or services offered). Discussions will NOT be conducted for responses to Bids. Discussions may be conducted for responses to Proposals, Offers, or Qualifications; however, the District reserves the right to award (or not award) without conduct of discussions, therefore Offerors are encouraged to provide their best Offer initially and not anticipate discussions to make a better Offer.
 - b. If conducted, discussions will be held via teleconference or at a District location at a time and date to be determined by the District. All associated costs on the behalf of each Offeror will be at Offeror's own expense. Additionally, the selected Offeror(s) may be required to attend the District's Board Meeting, at no additional cost to the District, when the recommendation is submitted for Board of Trustee approval.

5. **Demonstrations/Samples.** Demonstration versions or samples of the products or goods being offered may be required of the Offerors being deemed in the competitive range during the evaluation process. If required, the demonstration version/sample will be provided per the General Terms and Conditions.

6. **Best and Final Offer (BAFO)**
 - a. The District reserves the right to request from the Offeror(s) remaining in the competitive range a BAFO based on one or more components of the initial Offer. The BAFO request may warrant additional discussion.
 - b. Although discussions and BAFOs may take place, Offerors are encouraged to provide their best Offer initially and not anticipate discussions/BAFO to make a better Offer.

Evaluation Criteria Score Sheet – CSP #20-001, Job Order Contracting Services Districtwide		Max Points	Vendor Score
1.	Purchase Price: Coefficient(s) Applied to Unit Price Guide Price will be scored using the following formula: $Score = 45 - \{(Bid - Low Bid) / Low Bid * 100\}$ <i>Minimum Score = Zero (0) For every one percent (1%) variance from the apparent low bidder, there will be a deduction of 1.00 point.</i>	45	
2.	Reputation of the vendor and the vendor's goods or services.		
	a. References – Designated evaluators will check references to score this section.	5	
3.	Quality of vendor's goods or services.		
	a. Safety Plan, and Insurance Rate Modifier (IRM)	10	
	b. Proposed Project Team(s) and Management approach to proposed projects.	7	
	c. Previous contractor performance evaluation(s)		
4.	The extent to which the goods or services meet the district's needs.		
	a. General Contractor's current/past K-12 new or renovation construction experience	10	
5.	Vendor's past relationship with the District.		
	a. Experience on past Dallas ISD projects. This will be rated based on responsiveness to warranty claims, district directives, procedures and requirements.	0	
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 is worth 20 points broken down as follows:		
6 a.	Company has an Affirmative Action plan and its workforce composition plan reflects its Affirmative Action Policies: <i>Attach within the proposal, the firm's Affirmative Action Plan and/or Policy. Complete Section C of the M/WBE Compliance Guidelines & Forms – Workforce composition.</i>	1	
6 b.	Company presented positive historical M/WBE utilization on previous contracts. <i>Company should list the previous contracts, minority and women-owned businesses utilized, the contract amount, and the percentage of M/WBE utilization for each contract. Complete Section D of the M/WBE Compliance Guidelines & Forms – Historical M/WBE Utilization.</i>	5	
6 c.	Composition of the firm's team make-up meets the district's M/WBE participation goal at the subcontracting level and includes diverse M/WBE firms in significant and meaningful roles. <i>Show the firm's committed and diverse M/WBE participation on Section F of the M/WBE Compliance Guidelines & Forms.</i>	3	
6 d.	Composition of the firm's team make-up exceeds the district's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles. <i>Show the firm's committed and diverse M/WBE participation on Section F of the M/WBE Compliance Guidelines & Forms.</i>	5	
6 e.	Company currently participates in a Joint Venture partnership with a certified M/WBE firm for this proposal. <i>As per Section H of the M/WBE Compliance Guidelines & Forms – Attach a copy of the notarized Joint Venture Agreement.</i>	5	
6 f.	Company currently participates in a Mentor Protégé Agreement with an M/WBE firm. <i>As per Section I of the M/WBE Compliance Guidelines & Forms – Attach a copy of the notarized Mentor Protégé Agreement.</i>	1	
7.	Long-term cost to the District to acquire the vendor's goods and services.		
7 a.	Financial Status of the vendor (as rated by Dun & Bradstreet, Equifax or Experian).	3	
8.	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (a) Has its principal place of business in this state; or (b) Employs at least 500 persons in this state	0	
9.	Any other relevant factor specifically listed in the Request for Competitive Sealed Proposal.	0	
Maximum Total Points		100	

SECTION IV: FORMS TO BE RETURNED WITH OFFER

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

- Offer Form
- Company Information
- Representation and Certification (including CIQ)
- Form CIQ *
- Certificate of Interested Parties Form 1295*
- Felony Conviction Notice
- References
- Notification of No Response
- Price Offer Summary
- Detailed Price Affidavit
- Exceptions to Terms, Conditions, and/or Statement of Work
- W-9
- Criminal Background Checks and Badging
- MWBE Documentation** Provided under separate cover, but incorporated by reference.
- Interlocal Agreement (“Rider”) Consent Form
- Other Questions/Responses (if applicable)

* Form CIQ and Form 1295 must be obtained by potential Offerors from the Texas Ethics Commission’s website (www.ethics.state.tx.us), completed, and returned with Offer.

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

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

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

Michael Hinojosa, Superintendent
Justin Henry, Board President
Dan Micciche, Board 1st Vice President
Edwin Flores, Board 2nd Vice President
Karla Garcia, Board Secretary
Dustin Marshall, Board Member
Maxie Johnson, Board Member
Joyce Foreman, Board Member
Ben Mackey, Board Member
Miguel Solis, Board Member

Solicitation Number: 20-001
Solicitation Title: Job Order Contracting Services Districtwide

Company Information Form

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

Company Name: _____ Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

Solicitation Number: 20-001
Solicitation Title: Job Order Contracting Services Districtwide

REPRESENTATION AND CERTIFICATION

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

1. Represents that to the best of its knowledge it is not indebted to the District. **Indebtedness** to the District shall be basis for non-award and/or cancellation and/or termination of any award.
2. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "**Debarment and Suspension**."
3. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "**Notification of Criminal History**", a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) this notice is not required of a publicly held corporation.
1. My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
2. My firm is not owned nor operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____
Details of Conviction(s): _____

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

Type of Certification: _____

Issued by: _____ **Date of Issue:** _____
Please attach proof of certification to this submittal. **Certified by:** _____

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

(COMPLETE THE ATTACHED QUESTIONNAIRE FORM)

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

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

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

Company Name: _____ **Submitter's Name/Title:** _____

Email Address: _____

Submitter's Signature: _____ **Telephone No.** _____

Address: _____ **City, State and Zip Code:** _____

Fax No. _____ **Date:** _____

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

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 qualification or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Offeror also shall file an updated questionnaire:
 - a. not later than September 1 of each year in which a covered transaction is pending, and
 - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. ~~A~~ Offeror is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Dallas Independent School District are:

Edwin Flores (District 1)
Dustin Marshall (District 2)
Dan Micciche (District 3)
Karla Garcia (District 4)
Maxie Johnson (District 5)
Joyce Foreman (District 6)
Ben Mackey (District 7)
Miguel Solis (District 8)
Justin Henry (District 9)
Michael Hinojosa, Superintendent of Schools

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

June 2019

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Solicitation Number: 20-001
Solicitation Title: Job Order Contracting Services Districtwide

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

FELONY CONVICTION NOTICE

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

FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

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

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

C. my firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Company Name: _____ Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

Solicitation Number: 20-001
Solicitation Title: Job Order Contracting Services Districtwide

IDENTIFICATION BADGE(S)

1. Identification Badge: Offeror's employees, agents, and consultants and subcontractors, subject to the criminal history record review requirement shall be identified by a photographic identification badge.
2. If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.
3. Pursuant to Dallas ISD's Board Policy CJA (LOCAL) Purchasing and Acquisition:

All contracts must comply with the requirements for criminal background checks. All vendors must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction.

4. The above requirement is required for all suppliers who will provide a service to Dallas ISD and will be on District property. The background checks and badges must be done through the supplier's company or the District's third-party provider, FC Background at; <https://signup.fcbackground.com/> using project code: VENDISD15 or be issued by the supplier's company.

Company Name: _____ Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

**Instructions to School District Contractors
Regarding Criminal History Background Searches
Under TEC 22.0835**

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

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

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

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

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

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

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

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

Solicitation Number: 20-001
Solicitation Title: Job Order Contracting Services Districtwide

REFERENCES

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

1. Company	_____
Address	_____

Point of Contact	_____
Phone Number	_____
Email Address	_____
Length of Relationship	_____

2. Company	_____
Address	_____

Point of Contact	_____
Phone Number	_____
Email Address	_____
Length of Relationship	_____

3. Company	_____
Address	_____

Point of Contact	_____
Phone Number	_____
Email Address	_____
Length of Relationship	_____

Company Name: _____ Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

NOTIFICATION OF NO RESPONSE

CSP #20-001 – JOB ORDER CONTRACTING SERVICES DISTRICTWIDE

Dallas ISD – Bond/Construction Services
3801 Herschel Avenue
Dallas, TX 75219

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

Rose Kohut
(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 **CSP #20-001 – Job Order Contracting Services Districtwide**, it was decided that there would not be a response to the request for proposal. The decision is based upon one or more reasons checked below.

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

Offeror qualifications _____

Insurance Coverage required _____

Timeline _____

2. Unable to utilize desired markets _____

3. Able to, but just prefer not to respond _____

4. Other: _____

Please explain _____

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

_____ () _____ ()

Company (Print)

Phone

Fax

Signature in ink

Date

Printed Name & Title of Signature

Solicitation Number: 20-001
Solicitation Title: Job Order Contracting Services Districtwide

Detailed Price Affidavit and Offer Form

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

Description of Cost/Price	Total Cost/Price	Comments
Your Firm's Coefficient for work done <u>during regular working hours</u>. Regular working hours are 7:00 AM – 5:00 PM Monday through Friday	\$	
Your Firm's Coefficient for work done <u>outside regular working hours</u>	\$	

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

Company Name: _____ Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

Solicitation Number: 20-001
Solicitation Title: Job Order Contracting Services Districtwide

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

If the Offeror desires any exception/deviation from that prescribed in the scope of work, terms and conditions, or any other portion of the solicitation document, these exceptions/deviations will be clearly noted below. Offeror will provide reference to the particular page, paragraph, and sentence and provide Offeror's changes to the page, paragraph, and sentence.

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

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

[] No exceptions/deviations taken.

Company Name: _____ Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

Section V: General Terms and Conditions

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

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

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

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

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

estimated quantity on any item from the Offeror.

- i. **DISCOUNT PURCHASES.** If solicitation is for discount purchases instead of fixed prices, Zero (0) percent discounts will generally not be considered for contract award. The District may select 3 to 5 of the most qualified/responsive offering the most competitive pricing. Offerors must submit a catalog or price list, if applicable, with the Offer for evaluation purposes. Failure to submit a catalog may result in disqualification. Contracts/Agreements shall be awarded to the Offerors, as determined by the District, offering the most competitive pricing based upon a comparative analysis of each Offeror's manufacturer/catalog pricing.
- j. **IDENTICAL OFFERS.** In the event identical Offers (i.e., tied "bids") are received which are determined by Dallas ISD to be the best value, responsible, responsive Offer price and other factors considered, one Offer may be selected as the successful Offeror. If one of the Offerors submitting the identical proposal is a resident of the District, that Offeror shall be selected. If two or more such Offerors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical Offers shall be selected by casting of lots.
- k. **CONTRACT RIDERS.** All School Districts, with a Board approved inter-local agreement with the District expressing an interest in riding the contract resulting from this solicitation may do so with written notification. Please indicate if contract pricing and terms will NOT be extended to these districts. The District may assess a nominal administrative fee to the interested parties upon request. District assumes no responsibility in the evaluation and award of any contract that result from this rider. Any contract resulting from this rider is strictly between the individual School Districts and the Offeror.
- l. **ACKNOWLEDGEMENT OF AMENDMENTS/ADDENDA.** Changes to the solicitation document (IFB, RFP, RFO, etc.) statement of work, specifications, or similar substantial changes, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed Offer and with any other addendum at the time and date of the solicitation opening or prior to that time. If the addendum **is not returned**, the Offer **may be** disqualified.
- m. **ALTERNATIVE BIDS.** This subparagraph is specific to a "Bid" (i.e., an Offer to an IFB or RFB). No alternate Bid will be accepted, unless otherwise stated in the solicitation. Submission of an alternate or taking exceptions to the IFB/RFB (including, but not limited to, the Statement of Work; Specifications; and General Terms and Conditions) may result in the Offer being declared "non-responsive" and not being further considered for award.
- n. **CHANGES IN NAME, ADDRESS, OR PHONE NUMBER.** Offerors are solely responsible for notifying the District's Procurement Services Department, of any changes, in writing, to the company's name, address and telephone number. If an Offeror fails to notify the District of any changes in their contact information, the Offeror may be suspended from transacting business with the District until the changes have been made.
- o. **SUBSTITUTIONS.** The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "**NO SUBSTITUTE**" is specified; however, the determination of an acceptable "substitute" is at the sole discretion of the District. No substitutions or cancellations are permitted after award without written approval by the District's Director of Purchasing.
- p. **BRAND NAME OR EQUAL.** The use of brand/models in the solicitation document (IFB, RFP, RFO, etc.) is to establish a standard of quality, workmanship, performance, etc. Offerors may bid/propose brands/models they deem equivalent or equal to those shown on the bid/proposal. The burden of proof of equivalency or "Equal or" is upon the Offeror; however, the final determination of "Equal" is at the sole discretion of the District. For line items, the Offeror must specify make or model or each line item, even if offering the brand specified. DO NOT state "As Specified" or "Equal"—clearly and completely list the brand/make/model. Offeror (s) submitting brands or models other than those specified may be requested to furnish samples, at Offeror's expense, of their offerings for evaluation by the District. These samples will generally NOT be returned and may be destroyed or consumed in testing/evaluation.
- q. **DEMONSTRATIONS/SAMPLES.** In order for the District to determine an acceptable "substitute" or to determine "as equal" for "brand name or equal", a demonstration or sample of the products/goods may be requested.
 - (1) Offeror shall provide the demonstration version or sample at no cost to the District. Offeror shall bear all expenses for transportation, installation, removal, operational supplies and repair parts of the demonstration/sample.
 - (2) Offeror understands that this evaluation is without monetary consideration for the use of the equipment. It is for evaluation only and does not obligate the District to purchase the products or goods at the present or any future time.
 - (3) The District agrees to use the demonstration version/sample for evaluation only and to use the product/good in an environment and under circumstances substantially consistent with the product's/good's design and intended use. The District agrees to provide reasonable care and safeguard of the demonstration version/sample while it is in the District's possession; however, Offeror acknowledges that the demonstration version/sample may be damaged/consumed or destroyed during the evaluation. Offeror understands that the results of the evaluation may not be used as an endorsement or for promotional purposes by the District.
 - (4) Offeror will indemnify, save harmless and defend the District from and against any and all claims, actions, debts,

liabilities, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to the demonstration version/sample, or injuries to, or death of any and all persons whatsoever, in any manner caused by or attributed to Offeror or Offeror's agents, servants, representatives, consultants, or employees while in, on, or about the District or attributed to the failure or malfunction of the demonstration version/sample provided by the Offeror during the District's use, test, or evaluation of the demonstration version/sample.

- r. **FACILITY MODIFICATIONS.** If any part of the Offer will necessitate any existing facility modifications to include, but not limited to, the removal or relocation of any physical elements, the Offeror shall provide a detail list of every modification necessary and associated cost to address each item. Further, if there is an increase of existing electrical, plumbing or mechanical load(s) to the existing facility that will necessitate additional electrical outlets, water sewer, air conditioning, etc., the Offeror shall provide a comprehensive list of such, the necessary details and associate cost to address such item. The Offeror shall comply with all applicable codes, regulations, statutes.
- s. **INFORMALITIES AND IRREGULARITIES.** The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any bids/proposals in whole or in part or to negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action is in the best interest of the District. The Purchasing Director shall reject the Offer of the Offeror who is deemed non-responsive. The unreasonable failure of an Offeror to promptly provide information with respect to responsibility may be grounds for a determination of non-responsibility.
- t. **OFFER WITHDRAWAL.** An Offeror may withdraw its Offer upon written request at any time prior to the receipt/opening date and time. "Bids" cannot be amended or altered, except to correct price extension errors, after the opening date and time; however, "Proposals" or "Offers" may be amended or altered IF the District initiates discussions.
- u. **NO CONTACT PERIOD.** The District has District Policies in place that prohibit Offerors from contacting individual Board members and other District personnel during certain periods during the procurement process and/or during contract performance. Essentially, from date of issue of a solicitation document until date of award, Offerors may only have contact with Procurement Services and Legal personnel of the District. Offerors should refer to Board Policies. Violations may result in disqualification, being deemed non-responsive, and/or other actions.
- v. **PROHIBITION AS SUBCONTRACTORS.** No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
- w. **PUBLIC INFORMATION ACT.** Offeror agrees and acknowledges that any and all documents submitted in response to solicitations or incorporated into a Contract/Agreement are subject to disclosure under the State of Texas Public Information Act. Offeror acknowledges that he/she has the responsibility to brief the Attorney General's Office on why certain Offeror documents identified as confidential and/or proprietary fall within an exception to public disclosure.
- x. **PROPRIETARY INFORMATION.** Offeror must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and District policy.
- y. **DISCOUNTS.** Offerors are encouraged to offer discounts for quantity buys, timeliness of buys, and/or prompt payment incentives as "value-adds". The conditions for earning the discount may be indicated by the item being offered or by submitting a separate page with the information. These discounts may be considered in determining the low Offer and will be part of any contract issued.
- z. **ECONOMIC PRICE ADJUSTMENT (EPA).** Offeror may include an EPA (price increase or decrease) in its Offer; however, the offered price increases are to be capped by the appropriate Consumer Price Index (CPI) or Producer Price Index (PPI) that should be identified by the Offeror. EPA price increases are not automatic, are not cumulative, and must be justified by the Offeror, in writing, and may be contingent upon District approval. The District reserves the right to terminate a Contract, without prejudice to the District, if a proposed price increase is not reasonable as determined by the sole discretion of the District.
- aa. **COMPETITION INTENDED.** It is the District's intent to maximize competition for all solicitations. It shall be the Offeror's responsibility to advise the District's Executive Director for Procurement Services, in writing, if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received not later than five (5) days prior to the date set for receipt/opening.
- bb. **OFFEROR'S EXPERTISE.** By submitting an Offer and/or accepting a purchase/delivery order, Offeror represents that he/she is knowledgeable in the goods or services being offered including historical, current, and future market conditions and that the District can rely on this representation. Offerors will deliver products, goods, etc. per

specifications.

- cc. **SOLICITATION DOCUMENT PART OF CONTRACT.** The contents of the Offer submitted by the successful Offeror, solicitation document, and General Terms and Conditions will become part of any Contract awarded. The successful Offeror will be expected to perform and honor a Contract awarded by the District as a result of Offeror's Offer.
- dd. **F.O.B. DESTINATION (FREE ON BOARD).** F.O.B. destination for all competitive Offers is the District's standard for Offers and inside delivery.
- ee. **RECEIPT AND OPENING OF OFFERS.** (1) Bids (i.e., Offers from IFBs/RFBs) will be publicly opened, Offerors identified, and prices read aloud immediately following the Receipt/Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs, RFOs, and RFQs) will be opened by the District in a non-public forum. Names of Offerors and prices will NOT be disclosed until after evaluation and award. (3) All Offers received in response to solicitation documents (IFBs, RFPs, RFOs, RFQs, etc.) will be forwarded to an applicable Evaluation Committee for evaluation and recommendation.
- ff. **NON-CONFORMING TERMS AND CONDITIONS.** Offerors submitting a non-conforming response or an Offer that includes corporate forms, brochures, or sample contract forms that do not conform to the solicitation document may be requested to withdraw non-conforming terms and conditions that do not affect the price, quality, or delivery of goods/services. If the response is to a RFB/IFB AND price, quality or delivery is affected, the Offer will be deemed "non-responsive" and will not be considered for further evaluation and/or award.
- gg. **OFFEROR DOCUMENTATION.** The Offeror's "binder", cover letter, and/or standard statement of work template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW) of the District's solicitation document (RFP, IFB, RFO, RFQ, etc.) take precedence unless Offeror's deviations/exceptions are specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") that is executed by Offeror and the District's Purchasing Director and included as an attachment/addendum to the Contract.
- hh. **EXCEPTIONS FROM TERMS, CONDITIONS, and/or SCOPE OF WORK.** If there is any proposed exception from that prescribed in the scope of work/services, the appropriate line in the scope of work/services shall be ruled out and the exception clearly stated or the exception clearly and completely noted on the Exceptions to Terms, Conditions, and/or Statement of Work Form. The District reserves the right to determine the responsiveness of any such deviation. If the District determines any such deviation is unacceptable, the Offer may be deemed "non-responsive" and not be considered for further evaluation and/or award. The District's determination of non-responsive is at the District's sole discretion and is not subject to dispute.
- ii. **DEBARMENT.** By submitting a proposal, the Offeror certifies that it is not currently debarred by the Texas Building and Procurement Commission, the District, or similar State/Federal Agency.
- jj. **SUBCONTRACTORS.** Offeror shall include a list of all subcontractors anticipated to be used in fulfilling the Offer. Offeror shall also include a statement of the Subcontractor's qualifications. The District reserves the right to reject the Offeror's selection of any or all Subcontractors.
- kk. **USE OF FORMER DISTRICT EMPLOYEES.** Offeror will comply with current Board Policies impacting on Offeror using former District employees in any capacity on a Contract/Agreement with District. Essentially, former District superintendents, assistant/deputy superintendents, chiefs, executive directors, and directors (or equivalent) cannot be used for a period of two years after leaving the District and eighteen months for other employees.
- ll. **EXPENSES INCURRED IN OFFER PREPARATION.** The District will not be liable in any way for any costs incurred by any Offeror in the preparation of its Offer, nor for the presentation of its Offer and/or participation in any discussions and/or negotiations.
- mm. **REQUIREMENT FOR INTERPRETATION.** Requests by the District's Director of Purchasing for clarification of Offers shall be in writing unless the clarification does not impact on price, delivery, quality, or a specific portion of the Statement of Work. Applicable requests shall not alter the Offeror's pricing information contained in its price proposal.
- nn. **TAXES.** Because fiscal responsibility is an evaluation criterion, in the event that an Offeror is, or subsequently becomes, delinquent in the payment of school advalorem taxes, such fact may be grounds for rejection of the Offer, or if already awarded the Contract/Agreement, for termination of the contract without prejudice to the District. However, the District reserves the right to deduct any amounts owed for delinquent taxes from pending payments that the District may owe to the Offeror as a result of such Contract.
- oo. **PAYMENT OF TAXES.** All Offerors located or owning property in Dallas County shall assure that all real and personal property taxes are paid. The District will verify payment of all real and personal property taxes due by the Offeror

prior to award of any contract award or renewal.

- pp. **INDEPENDENT CONTRACTOR RELATIONSHIP.** In any resulting contract/agreement, Offeror is being engaged as an independent contractor and the District will have no responsibility or obligation to provide transportation, insurance, workers' compensation, or employee benefits normally associated with employee status. Offeror covenants and agrees to conduct itself consistent with independent contractor status and that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the District. Offeror also cc Offeror will disclose any relationship that could be construed as a conflict of interest or potential conflict of interest or prejudice the independent relationship of the District and the Offeror.
- qq. **RELIANCE ON OFFEROR ASSURANCES.** In the performance of the services hereunder, Offeror represents that it, its owner and employees have all licenses and permits to (if required) work in the state of Texas and that Offeror is a business either fully incorporated in the state of Texas or recognized and allowed to operate in the state of Texas. Offeror represents that it, its owner and employees have the knowledge, abilities, skills and resources to provide the technical assistance and support services specified in this agreement as required by the District. Further, Offeror represents that it has the competence and qualifications to render such services with little or no guidance from the District and has experience in providing said goods, products, commodities, and/or services and in reliance on such assurances, the District may enter into an agreement with the Offeror. Offeror shall comply with all applicable federal, state, and local laws, executive regulations and orders.
- rr. **EVALUATION CRITERIA.** In awarding a Contract, Offers will be evaluated on: the purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and vendor's references, record for fiscal and contracting responsibility, knowledge of the product/good/service and any other relevant factor specifically listed in the solicitation "Other relevant factors" are identified elsewhere in the solicitation. Quality and suitability of the product and not price alone shall be considered in the acceptance of Offers.
- ss. **ACTIONS REGARDING OFFERS TO SOLICITATIONS/CONTRACTS.** The District expressly reserves the right, without prejudice, to:
- (1) Reject or cancel any or all proposals;
 - (2) Waive any defect, irregularity or informality in any response to a solicitation procedure allowed by statute or policy;
 - (3) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
 - (4) Reissue solicitation (i.e., RFP/IFB/RFO/RFQ);
 - (5) Consider and accept an alternate proposal as provided herein when most advantageous to the District;
 - (6) The District has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
 - (7) Procure any item or services by other means to meet time-sensitive requirements.
- tt. **OUT OF STATE OFFERORS.** The "Reciprocity Rule" applies. Offerors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an Offer with an entity of the State of Texas.
- uu. **WARRANTY.** The products, goods, or services furnished under this Contract shall be covered by the most favorable commercial warranties available to any customer for same or similar products, goods, or services.
- vv. **ENVIRONMENT OF DISTRICT.** The District is tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Offeror to ensure that Offeror's employees, agents, subcontractors, etc. are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee, agent, subcontractor, etc. of Offeror is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Offeror will be notified at once by the District that the individual(s) must be immediately restricted from all District campuses/departments. Repeated offenses by Offeror could result in Contract termination for default.
- ww. **FIRM PRICE OFFER PERIOD.** Offer pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the receipt/opening date to allow time for the District to evaluate, accept, and/or reject Offers.
- xx. **AWARD TO MULTIPLE VENDORS.** The District reserve the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers, etc. The Contract is not exclusive to one Offeror unless so stated in the Statement of Work, or Offeror states "all or none" in its response/Offer and Offer is accepted by District.

- yy. **ACCEPTANCE BY DISTRICT.** No award of Contract shall be valid, and no contract is created or binding, until the Offer has been accepted by the District's appropriate approval authority.
- zz. **VENDOR FILE UPDATE BY OFFEROR.** Within seven (7) working days of notification of award of Contract/Agreement, Offeror must update the vendor information in District's i-Supplier data base. Failure to update the i-Supplier data base may result in termination of Contract/Agreement for default.
- aaa. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** Contract Documents are the documents that comprise the basis of contractual agreement between the District and the successful Offeror. In the simplest contracts, Contract Documents include the District's solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror's response to the solicitation document; and the notice of award or acceptance by the District. In more complex contracts, Contract Documents may be identified in the District's notice of award or acceptance and may include the District's solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror's response to the solicitation document; the District's request for Best and Final Offer (BAFO); the Offeror's response to the BAFO; any other documents impacting on the Agreement as deemed necessary by the District; and the notice of award or acceptance by the District.
 - (a) Offeror will ensure the District's terms and conditions, statement of work, and Contract Documents order of precedence flow-down to Offeror's subcontractors, agents, and/or third-party business "partners".
 - (b) Regardless of the documents comprising the Contract Documents, the District's solicitation document (to include the Statement of Work (SOW) and Terms and Conditions) take precedence over other Contract Documents (regardless of date) unless specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") executed by Offeror and the District's Purchasing Director and included as an attachment/addendum to the Contract. Phrases imbedded in supporting documents submitted in response to a solicitation document that attempt to limit, change, restrict, or replace the precedence over the District's solicitation document may be declared null and void by the District unless such "changes" are specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") executed by Offeror and the District's Purchasing Director and included as an attachment/addendum to the Contract.
 - (c) After contract award, the successful Offeror, its sub-contractors and/or other third-parties to the Contract may provide additional information and/or documentation to facilitate accomplishment of the Contract's SOW in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially imbedded comments or general references terms, conditions, SOW) do not change nor replace existing Contract language nor do they supersede or change precedence of the Contract Documents unless specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") executed by Offeror and the District's Purchasing Director and included as an attachment/addendum to the Contract. Any attempt by the Offeror and/or its subcontractors, agents, third-parties, etc. to submit or introduce documents that supersede or take precedence over the Contract Documents may be declared null and void by the District.
 - (d) Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, work flow charts, templates, third-party documents, end-user license agreements, "shrink-wrap" and/or "click-wrap" licenses, etc. may be used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents unless specifically identified in a separate document (substantially titled "Exceptions to Terms, Condition, and/or SOW") that is executed by Offeror and the District's Purchasing Director and included as an attachment/addendum to the Contract.
- 2. **PROTEST and/or APPEAL PROCESS.** A protest shall be in writing and shall be filed with the District's Chief Financial Officer (CFO). A protest of a solicitation shall be received by the CFO before the receipt/opening date. A protest of a proposed award or of an award or notice of termination or default shall be filed within ten (10) working days after the protester knows or should have known the basis of the protest. A protest received after the ten (10) working day period will not be considered and will be returned. A protest must include:
 - a. The name, address and telephone number of the protestor;
 - b. The signature of the protestor or its representative;
 - c. Identification of the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of protest including copies of relevant documents;
 - e. The form of relief requested.

The CFO will respond to all protests not later than ten (10) working days of receipt.
- 3. **OFFICIAL CORRESPONDENCE.** All official Contract related correspondence must be mailed to the District's Executive Director for Procurement Services and/or the District's Director for Contracts Management as noted on the cover page of the solicitation document.
- 4. **PURCHASE ORDERS/DELIVERY ORDERS.** A Purchase Order serving as a Delivery Order will be issued after award of a Contract and will cite the IFB/RFP/RFO/RFQ number, a brief explanation of the goods and/or services being purchased

under the Contract, and required delivery dates of deliverables under the Contract. The terms and conditions of the applicable IFB/RFP/RFO/RFQ take precedence over the General Terms and Conditions associated with a "normal" Purchase Order. The purchase order/delivery order also serves as the tracking document to facilitate payments, therefore, the successful vendor **shall not** begin work/services or deliver merchandise without a signed purchased order/delivery order. Successful Offeror must be willing to accept the District's Purchase Orders as Delivery Orders for the duration of the contract term. Any Purchase/Delivery Order issued during the effective period of this Contract, and not completed within the effective period of the Contract, will be completed by the Offeror under the terms and conditions of this Contract.

5. **DISPUTES.** Any controversy, dispute, or claim arising out of this Agreement will be attempted to be resolved by discussions between the parties. If discussions do not result in resolution, a discussion between an officer of Offeror (or a designated representative of an officer) and the District's Executive Director of Procurement Services (or designated representative) will attempt to resolve the controversy, dispute, or claim.
6. **UNAUTHORIZED PURCHASES.** Offeror understands and acknowledges that during the term of the Contract any shipment or delivery of goods and services made to District's campuses and departments without a properly approved purchase order/delivery order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these products, goods, and services. Offeror understands and accepts full responsibility and will not seek payment for unauthorized purchases. Offeror further understands and acknowledges that the District will not issue payment for products, goods and services delivered without a properly approved purchase order/delivery order.
7. **ASSIGNMENT/DELEGATION.** No assignment nor transfer of this Contract (or resulting Contract), in whole or in part, to any other party will be allowed unless the Offeror to whom the Contract is awarded formally notifies the District in writing and written approval from the District's Director of Purchasing or designee is received prior to the transfer/assignment.
8. **PLACE OF DELIVERY.** The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made. All PRICES - F.O.B. DESTINATION - SHIPPING and HANDLING CHARGES PREPAID.
9. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point or points of delivery regardless of FOB terms.
10. **RIGHT OF INSPECTION.** The District has the right to inspect the goods at delivery before acceptance. If the District is not able to inspect the goods at the time of the delivery, the District reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Offeror's expense and the Offeror assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or invoke any of its remedies.
11. **DELIVERY TERMS.** If a delivery is to be made to a location other than the District's central warehouse/distribution center, the delivery shall be made and articles shall be placed inside the school building or district facility in the room(s) designated, at no additional charge. Offeror is required to contact the School/Department specified on the purchase order, twenty-four (24) hours prior to delivery.
12. **POINT OF CONTACT.** Offeror may be assigned a day-to-day contact person/representative at the District as the Point of Contact for this Agreement/Contract. The District's representative is a functional area expert or a day-to-day contract administrator or manager for the District, but is not authorized to modify this contract. Amendments to solicitation documents and contracts/agreements will be made by the District's Executive Director of Procurement Services after proper coordination and notification. Offeror is not authorized to act on the guidance of a District employee that is not authorized to make changes.
13. **MATERIAL SAFETY DATA SHEETS.** The District will not receive any materials, products or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet.
14. **TIME.** Time is of the essence. Offeror agrees to perform all obligations, deliver products, and/or render services set forth herein.
15. **INDEMNIFICATION and HOLD HARMLESS.** Offeror agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the Offeror in connection with this Agreement. Offeror agrees to indemnify, defend, and hold harmless the District, its officers, directors, trustees, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees, for damages arising out of or in connection with the Offeror's negligence and/or intentional acts in providing the goods, products, commodities, and/or services furnished under this Agreement. Offeror shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.
16. **RECOVERY OF FUNDS.** If the Offeror fails to deliver both the quality and quantity of items on which the award was made

in the manner specified in the Contract, the District reserves the right to purchase the specified products, goods, and/or services on the open market and Offeror agrees to allow the District to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the Offeror will be billed accordingly and will pay the amount within fifteen (15) days of the notification by the District.

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

28. **SPECIAL TOOLS, TEST EQUIPMENT, MASTER TEMPLATES.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Offeror for the purpose of filling this order or if a master template/die has to be constructed, such special tooling equipment and templates/dies and any process sheets related thereto shall become the property of the District and to the extent feasible and desired by the District.
29. **RIGHT TO AUDIT.** The Offeror's activities conducted and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by the District or its duly appointed representative(s). All records must be maintained for 24 months from the completion of the Contract (including any or all extensions) unless longer retention is required and identified elsewhere in the solicitation/Contract.
30. **RESPONSIBILITY FOR ACTIONS.** Offeror is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Offeror nor any of the foregoing has any authority to act or speak on behalf of the District.
31. **CRIMINAL BACKGROUND CHECK.** Offeror will obtain criminal history record information that relates to an employee, applicant for employment, agent of the Offeror, if the employee, applicant, agent or subcontractor has or will have continuing duties related to the contracted services; and the duties are or will be performed on District property or at another location where students, or students' records, are regularly present. The Offeror shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expense associated with the background checks, and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony, or misdemeanor involving moral turpitude, or any crime involving harm to a child, as defined by Texas law, from District property or other location where are students are regularly present. District shall be the final arbiter of what constitutes a "location where students, or students' records, are regularly present." Further, unless otherwise specified in the contract, Offeror's and its employee(s), agents or subcontractors, while on District property, shall not have direct contact with any student. If the Offeror is the owner or sole operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review. Offeror must submit original evidence of criminal history record information acceptable to the District with this Agreement showing compliance.
32. **EMPLOYEE DISCRIMINATION.** During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.
33. **SEXUAL HARASSMENT.** Sexual harassment or sexual misconduct with District employees or students is strictly forbidden and is subject to disciplinary action. In the performance of this Contract, Offeror agrees to not engage in sexual harassment or sexual misconduct with employees or students.
34. **INVOICES AND PAYMENTS.** Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered or unless different payment terms are noted elsewhere in the Contract. All invoices must be mailed to the District's address as noted elsewhere in this solicitation/Contract, but Attention: Accounts Payable.
35. **TERMINATION.** The award or Agreement/Contract (or Agreement/Contract resulting from this solicitation) may be terminated or cancelled under the following circumstances.
 - a. District may cancel or terminate the award or agreement for convenience upon 30 day written notice.
 - b. During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
 - c. Work under the agreement may be terminated in whole or in part by the District upon delivery to Offeror of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
 - d. District may cancel all or any part of the undelivered goods or services of the agreement if Offeror breaches any of the terms of the agreement, including, but not limited to, warranties of Offeror, or if Offeror becomes insolvent or begins bankruptcy or reorganization proceedings.
 - e. District's rights of termination or cancellation are in addition to other remedies District may have in law or equity including, but not limited to, debarment or suspension from future Contracts for a period decided by the District and/or termination for default.
36. **WAIVER.** No claim or right arising out of a breach of this Contract by the Offeror can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by Consideration and in writing signed by the District.
37. **SOFTWARE REMOTE ACCESS.** Offeror shall not install a remote access or backdoor into Offeror's systems during its

analysis of the District's system or at any other time. Offeror will remove remote access or backdoor from third party software to be used by the District.

38. **LEGAL FEES AND COURT COSTS.** The resulting award from this solicitation constitutes a Contract between the District and the awarded Offeror. If the District has to take an action, in state or federal court, to enforce or interpret this Contract, the District is entitled to recover its reasonable attorneys' fees and court costs from the Offeror. Without waiving any rights available to the District for recovery, if the District is the prevailing party, Offeror hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to Offeror under the Contract.
39. **INSURANCE.** Insurance coverages that follow are the minimums required. More detailed requirements are contained elsewhere in these General Terms and Conditions. Offeror certifies that required coverages are in place and will remain in effect during any Contract/Agreement with the District even if proof of insurance is not required.
- a. The Offeror shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the District, if required. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. Insurance companies must have an A.M. Best rating of A-, IV, or better.
 - b. An original certificate of insurance confirming coverage must be submitted to the District within ten (10) working days after receipt of Notice of Award. The District reserves the right to revoke Board Award or terminate the Offeror for default if the Offeror does not provide an original certificate of insurance within ten (10) working days from the Notice of Award.
 - c. Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the District named as an additional insured. For Worker's Compensation and Employer's Liability, the Contractor will provide and maintain this coverage, and waive subrogation in favor of the District. The certificate(s) of insurance provided the District by the Contractor must reflect the above-stated requirements.
 - d. **Workers' Compensation:** Offeror must maintain workers' compensation coverage for its employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with limits of \$500,000 per accident / \$500,000 per employee / \$500,000 policy limit with Statutory Limits. Offeror acknowledges that the District will NOT provide Workers Compensation coverage to the Offeror and Offeror represents to the District that all employees, subcontractors, agents, representatives, etc. of the Offeror who will provide products, goods, or services to the District will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Workers' Compensation policy will be endorsed to provide a waiver of subrogation in favor of the District and coverage must apply to the workers' compensation laws of the State of Texas. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. Persons providing "products, goods, or services" to the District include all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers and owner-operators. "Services" include without limitation, providing hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. (Vernon's Ann. Civ. Stat., Art. 8308-3.23)
 - e. **Comprehensive General Liability:** Offeror must maintain comprehensive general liability insurance including contractor's liability; contingent liability; contractual liability; and completed operations and products liability all on the occurrence basis with personal injury coverage and broad form property damage with at least \$1 million per occurrence and \$2 million aggregate coverage.
 - f. **Property Damage:** Offeror must maintain property damage coverages with at least the following coverages:
 - Bodily injury of \$1,000,000;
 - Property damage of \$1,000,000;
 - Aggregate of \$2,000,000
 - g. **Automobile Liability:** Offeror must maintain automobile liability coverage for owned, non-owned, and hired vehicles with minimum limits as follow:
 - Bodily injury of \$250,000 per person;
 - Property damage of \$250,000;
 - h. **Professional Liability:** For professional/consulting services, professional liability/errors omissions in the amount of \$1,000,000 is required.

- i. **Pollution Insurance** (Not covered by General Liability): For environmental/hazmat services, pollution insurance of \$1,000,000 per occurrence is required.
- j. **Umbrella Liability Insurance** \$1,000,000 per occurrence ad \$1,000,000 aggregate.

40. **SAFETY.** All Offerors and Subcontractors performing services for the District are required and shall comply with all Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Offerors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. Additionally, Offerors and Subcontractors must ensure that their employees refrain from carrying firearms, illegal drugs and or alcoholic beverages while performing duties in accordance with this contract.

41. **BONDS:** Bid bonds, performance bonds, cashier's checks, and/or irrevocable letters of credit are required to ensure performance and safeguard taxpayer funds. **(Applicable only to Construction Solicitations)**

- a. In General: The Bonds shall in all respects conform to the requirements of the law of the State of Texas including, without limitation, the requirements in TEX. PROP. CODE §§53.201-53.239, as amended, and shall (1) name obligees; the Owner (i.e., District) and the other Indemnities, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner or its lender(s), if any, (2) be in form satisfactory to Owner and be issued by a surety licensed and admitted to do business in Texas, which maintains at least a "A-" rating or better as issued by A.M Best & Co.
- b. Reinsurance: In accordance with Tex. Ins. Code §7.19-1, for any risk exceeding 10% of the surety's capital on any bid bond, surety bond, or performance bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that are duly authorized, accredited, or trusted to do business in Texas. Such reinsurance shall be witnessed by written certification as a condition precedent to District's acceptance of the bond.
- c. Venue: If any suit shall be instituted against a surety, guarantee, or Fidelity Company by the District, the proper Court of the county where the bond has been filed shall have jurisdiction of this case, and the surety, guarantee or Fidelity Company shall be deemed resident of the county wherever they may do business. Tex. Ins. Code §7.01 et seq.

d. **BID BOND REQUIREMENT:**

- (1) Cashier's check or bid bond is required with bid of \$10,000.00 or more.
- (2) Each solicitation shall be accompanied by either a cashier's check or Surety Company bid bond in the amount of not less than five (5) percent of total bid/proposal amount. Check or bond shall be payable to the District as payee or obligee, and shall be effective on the receipt/opening date of the solicitation. If the Offeror submits a Cashier's Check in lieu of a Bid Bond the following statement must be typed at the bottom left hand side of the Cashier's Check: "In Lieu of Bid Bond". Bid Bond shall be executed by a surety duly authorized to do business in Texas and licensed by the State of Texas to issue surety bonds.
- (3) Such checks or bid bonds will be returned to all except the three lowest Offerors (or all Offerors in the competitive range) after the opening of the Offers; the remaining checks or bid bonds will be returned after the contract award. The surety amount of not less than five (5) percent of the total bid/proposal amount made payable to the District may be forfeited in whole or in part if the vendor does not execute a contract and post the applicable Performance/Payment Bonds or Insurance Certificate required within ten (10) working days after Notice of Award of the Contract.
- (4) If any such bid bond is in an amount in excess of ten percent of the surety company's capital and surplus, the District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
- (5) If an Irrevocable Letter of Credit is submitted in lieu of a Cashier's Check or Bid Bond the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to the District in the amount of not less than five (5) percent of total bid/proposal amount. The letter must state "Irrevocable" in order to satisfy the District's surety requirement. In the event the contract is not awarded to the applicable Offeror, the original letter of credit will be returned.

e. **PERFORMANCE AND PAYMENT BONDS OR IRREVOCABLE LETTER OF CREDIT REQUIREMENT:**

- (1) Are required on contracts for \$25,000.00 or more.
- (2) Offeror agrees that upon award of Contract, Offeror will execute and submit the required documents within ten (10) working days after receipt of Notice of Award. Offeror shall not commence work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the District. The District reserves the right to automatically revoke Board Award and/or terminate the Offeror for default if the Offeror does not provide Performance and Payment Bonds within ten (10) working days from Board Award Date.

- (3) Successful Offeror shall furnish a performance and a payment bond executed by a surety acceptable to the District in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, whether or not they become part of the completed project.
 - (4) Performance and Payment bonds shall be executed by a surety duly authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company's capital and surplus, the District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurer who are duly accredited, trusted or licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
- f. **IRREVOCABLE LETTER OF CREDIT.** The District may accept an Irrevocable Letter of Credit for low risk type services as determined by the District. If an Irrevocable Letter of Credit is accepted in lieu of Performance Bond, based upon the District's determination, the financial institution must be subject to the laws of the State of Texas. The letter must state "irrevocable" to be made payable to the District in the amount of 100% of total bid/proposal amount. The District reserves the right to automatically revoke Board Award and/or terminate the Offeror for default if the Offeror does not provide an Irrevocable Letter of Credit within ten (10) working days from Board Award Date. If submitted in lieu of a Bid Bond, the Letter of Credit will be returned to the unsuccessful Offeror(s) within 10 working days after contract award. If the successful Offeror(s) does not execute a Contract and post the applicable Insurance Certificate required by the District, within ten (10) working days after Notice of Award of the Contract, the District shall file a written claim with the financial institution to forfeit the face value amount in whole or in part.
42. **COMPLIANCE WITH STATUTES/CODES.** Offeror's compliance with Federal, State, and Local statutes, codes, guidance, etc. is mandatory in order to obtain and maintain a Contract with the District. The following are a few statutes, codes, etc. that must be followed:
- a. **Child Support Certification.** Texas Family Code Section 231.006 (Child Support Certification) states, in part, that (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to: (1) receive payments from state funds under a contract to provide property, materials, or services; or (2) receive a state-funded grant or loan. Offeror certifies that the individual or business entity named in responding to this solicitation or Contract or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
 - b. **Clean Air and Water Act.** Offeror represents it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR, Part 15, as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency, Assistant Administrator for the Enforcement.
 - c. **"No Boycott of Israel".** Offeror certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any contractual arrangement with Dallas ISD. For purposes of any contractual arrangement with Dallas ISD, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
 - d. **"Prohibition of Contracts Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations".** Offeror certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
 - e. **Texas Public Information Act (TPIA).** All data and information submitted by the Offeror in response to this solicitation may become public information, as provided by the Texas Public Information Act, Texas Government Code Sections 552.001-552.026. Dallas ISD does not assume responsibility for asserting legal arguments for confidentiality on behalf of the Offeror. Documentation considered confidential and/or proprietary by Offeror must be clearly marked as such prior to submission to the Dallas ISD. Offeror acknowledges that the Dallas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 - 1. By Dallas ISD; [or]
 - 2. For Dallas ISD and Dallas ISD
 - a. Owns the information; [or]
 - b. Has a right of access to the information; or
 - c. Spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
 - 3. By an individual officer or employee of Dallas ISD in the offeror's or employee's official capacity and the information pertains to office

business of the Dallas ISD.

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

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

43. INSURANCE REQUIREMENTS FOR SPECIFIC GOODS/SERVICES.

- a. The successful Offeror, at his/her own expense, shall provide and maintain insurance policies in compliance with the following general specifications throughout the duration of the contract, or longer, if noted.
- b. Each policy will be issued by a company authorized to do business in the state of Texas with an A. M. Best Company rating of at A-, IV, or better.
- c. General liability and auto liability policies will be endorsed to name the District, its officials, agents, and employees as an additional insured, waiver of subrogation in favor of the District, and such insurance is primary and non-contributory to any other insurance available to the additional insured.
- d. Workers' compensation policy will be endorsed to provide a waiver of subrogation in favor of the District and coverage must apply to the workers' compensation laws of the state of Texas.
- e. All policies will be endorsed to provide 30 days' prior written notice or cancellation, nonrenewal, or reduction in coverage except ten days for nonpayment of premium.
- f. Should any of the required insurance be provided under a claims-made form, the Offeror will maintain such coverage continuously throughout the term of this contract and without lapse for a period of three years beyond the contract expiration such that occurrences arising during the contract term that give rise to claims made after expiration of the contract will be covered.
- g. All certificates of insurance submitted to Risk Management must have issue date within the last 30 days.
- h. The certificate holder address on all certificates of insurance should read: Dallas Independent School District, Risk Management Services, 9400 North Central Expressway #91, Dallas, Texas, 75231.
- i. **The following identifies the insurance coverage(s) required based on contract amount and type.**
 - (1) Contracts under \$150,000 do not require proof of insurance, unless the Offeror is providing one of the following services: legal services, or medical services, including, but not limited to, psychological services, counseling services, and occupational therapy and/or is providing a service that requires a professional license. If Offeror is performing one of these services and contract amount is under \$150,000, the Offeror is required to provide professional liability insurance with limits of \$1,000,000 only. All contracts at or over \$150,000 require proof of insurance.
 - (2) If contract is for construction, maintenance, or transportation services, insurance is required regardless of contract amount and must comply with the insurance requirements listed for contracts over \$150,000.
 - (3) **Services provided by sole proprietors, with the exception of medical services** require general liability insurance with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and property damage limits of \$250,000; umbrella liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate; and professional liability with limits of \$1,000,000 if services provided require a professional license.
 - (4) **Businesses providing the following type of services—accounting, recreational, student-support, technology, legislative consulting, communication, professional development, curriculum and instructional, insurance, temporary, food, concession, security, moving, architectural, legal, engineering, real estate—and other services determined by Risk Management** shall require Workers' Compensation Statutory Limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and property damage \$250,000; umbrella liability limits of \$1,000,000 per occurrence/\$1,000,000 aggregate; and professional liability limits of \$1,000,000 if services provided require a professional license.

- (5) **Medical services** require workers' compensation statutory limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and property damage \$250,000; umbrella liability with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate; and professional liability insurance (Malpractice) limits of \$1,000,000 per occurrence.
- (6) **After-School Programs and Nonprofit Organizations** require workers' compensation statutory limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and property damage \$250,000; and umbrella liability limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- (7) **Transportation services (Charter Bus Companies)** require workers' compensation statutory limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobiles with \$5,000,000 combined single limits; and umbrella liability with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- (8) **Armored Car Services** require workers' compensation statutory limits; employers' liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobile with bodily injury limits of \$250,000 per person/\$500,000 per accident and Property damage \$250,000; and all risk armored car cargo liability \$1,000,000 per occurrence.
- (9) **Construction and Maintenance** require workers' compensation statutory limits; employer's liability with limits of \$500,000 per accident/\$500,000 per employee/\$500,000 policy limit; general liability with bodily injury and property damage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; business automobile liability for owned, scheduled, non-owned, or hired automobiles with bodily injury limits \$250,000 per person/\$500,000 per accident and property damage \$250,000; and umbrella liability limits of \$1,000,000 per occurrence/\$1,000,000 aggregate. Professional liability with limits of \$1,000,000 aggregate is required for construction contracts providing or requiring professional services of architectural, engineering design, surveying, or consulting. Pollution liability with limits of \$1,000,000 aggregate is required if hazardous substance is involved. Payment Bond is required for contracts in excess of \$25,000. Performance Bond is required for contracts in excess of \$100,000. (Both bonds must be for full value of the contract.) Builder's Risk is required for full value of the construction portion of the contract.

Section VI: Special Terms and Conditions

None

Data Sharing Agreement Required

Performance/Payment bond required ifA bidder's firm is formally recommended by the Dallas ISD for a specific Assignment of Work related to this particular and forthcoming formal award.

Liquidated damages...

Additional Insurance Coverage Required

Section VII: Exhibits and Appendices

SPECIFICATIONS

General

Owner requests proposals from qualified and experienced firms for Job Order Contracting Services, district-wide, on an as-needed basis.

1. **Scope of Work**

Work under this CSP will be per individual Job Order (Assignment of Work), with descriptions and divisions of work per the approved Unit Price Guide(s). Work will include, but is not limited to, minor construction, repair, rehabilitation, or alteration of a facility. This work may be mechanical, electrical, minor general construction, Americans with disabilities Act or Texas Architectural Barriers alterations, site work and landscaping, or other per the listed guides.

Work will be submitted per job order, adjusted for the Dallas, TX locality, and with all other local adjustments applied.

2. **Term**

5.3.1 This contract will be for a two year initial term, with three one-year renewal options. Individual job orders will contain their own schedule for completion.

3. **Project Execution**

Owner shall provide or contract for, independently of the job order contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by Owner.

4. **Contract Management**

Any resulting contract will be held by the District. Work under any resulting contract will be managed by the Owner or Owner's designated representative providing services in planning and managing the specified assignment of work under this particular contract. Work with independent architectural and engineering firms is also necessary as directed by the Owner or Construction Services office.

Services provided under any contract that may result from this CSP may be managed by employees of the Owner, or consulting firms providing management to the Owner under separate contract, or a combination thereof, at the sole discretion of the Owner.

5. **Unit Cost Guides**

Unit Cost Guide for this JOC contract is the current edition of the following:

- a. RS Means Facilities Construction Cost Data

6. **Coefficient and Costing Descriptions**

- a. Method of Determining Individual Job Order Cost: Descriptions and lines will be referenced in the Assignment of Work for the individual job order and quantities provided by Contractor.

Contractor shall use electronic template provided by Owner to prepare cost proposal. Line codes from the Unit Price Guide must be shown in the cost proposal.

- b. The Unit Price Guide unit costs (RS Means) referenced above will be listed as shown in the Unit Price Guide. The unit costs used will be the "Total Including O & P" column, unless mutually agreed otherwise.
- c. Prices will be calculated from quantities at cost shown in Unit Price Guide.
- d. Subtotal of applicable trades will be adjusted per Dallas, TX as indicated in the Unit Price Guide.
- e. Subtotal of all adjusted will be multiplied by coefficient to give value of pre-priced work.
- f. Value of non-pre-priced work entered.
- g. Total of pre-priced work and non-pre-priced work equal the Total Fixed Price stipulated sum for the Job Order.

7. **Coefficient**

- a. The Coefficient(s) submitted with the Respondent's proposal, used as indicated above, will provide the Total Fixed Price stipulated sum described above.
- b. The Coefficient must include all costs other than those contained in the pre-priced unit prices, including, but not limited to: direct cost of doing the work; labor burden; overhead, G&A; profit, project office expenses, supervision, quality control, safety requirements, mobilization, close out costs, bonding costs, insurance, compliance with environmental laws; traffic and site work barriers, computer equipment and software, vehicles, maintenance, fuel, testing, all other general conditions and all contingencies in connection with performance of the work. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR ANY OF THESE ITEMS.

8. **Non-Pre-Priced Items not Specifically Found in RS Means** – Project proposals that contain non-pre-priced items not specifically found in the RS Means, the Contractor shall:

- a. Base the project proposal on the closest type-categories found in the RS Means;
- b. Indicate on the project proposal that the pricing is not based on a specific category but of multiple ones;
- c. Include the codes where pricing was found.
- d. Non Pre-Priced Work shall not exceed ten percent (10%) of the Total Fixed Price stipulated sum for each Job Order.

9. **Process**

The District or its designated representative will choose one of the awarded Contractors they deem in the best interest of the District for all projects with an estimated cost up to \$100,000. For projects that are estimated to be over \$100,000, the District may seek competition between the Contractors under this contract, with the best value project proposal receiving the project.

The coefficient may not exceed that submitted with proposal under any circumstances; however, a lower percentage will be accepted.

The District reserves the right at any time to waive this process and contact one of the awarded contractors directly for any JOC work needed as part of this Agreement.

10. **Assignment of Work to Job Order Contractors**

- a. JOC Contractors selected will be ranked according to their best value score.
- b. Assignments of Work (AOW) will begin with the highest ranked contractor. AOW's will be assigned thereafter to the next firm in rank order until the list has been completed before returning to the top of the list. Any firm that declines an assignment will be required to so state in writing prior to proceeding to the next firm in order. Firms will be evaluated, prior to assignment, to ensure their

- current backlog, staffing or bonding capacity will not impact their ability to perform the assignment.
- c. The number of contractors selected for the JOC pool list is up to the discretion of the District. No work assignment minimums or maximums are established for this contract.

Solicitation Number: 20-001
Solicitation Title: Job Order Contracting Services Districtwide

EXHIBIT 1 – RS MEANS SAMPLE COST PROPOSAL

Project Name: Pre-Engineered Steel Building		Architect: As Shown		Exhibit 1 RS Means Sample Cost Proposal 1-30-2020.xlsx					
Location:	Anywhere, USA			01/01/17	STD				
Line Number	Description	Qty	Unit	Material	Labor	Equipment	SubContract	Estimate Total	
03 30 53.40 3940	Strip footing, 12" x 24", reinforced	34	C.Y.	\$5,304.00	\$3,740.00	\$19.72	\$0.00		
03 30 53.40 3950	Strip footing, 12" x 36", reinforced	15	C.Y.	\$2,250.00	\$1,320.00	\$7.05	\$0.00		
03 11 13.65 3000	Concrete slab edge forms	500	L.F.	\$120.00	\$1,245.00	\$0.00	\$0.00		
03 22 11.10 0200	Welded wire fabric reinforcing	150	C.S.F.	\$2,820.00	\$4,200.00	\$0.00	\$0.00		
03 31 13.35 0300	Ready mix concrete, 4000 psi for slab on grade	278	C.Y.	\$34,750.00	\$0.00	\$0.00	\$0.00		
03 31 13.70 4300	Place, strike off & consolidate concrete slab	278	C.Y.	\$0.00	\$4,948.40	\$141.78	\$0.00		
03 35 13.30 0250	Machine float & trowel concrete slab	15,000	S.F.	\$0.00	\$9,300.00	\$450.00	\$0.00		
03 15 16.20 0140	Cut control joints in concrete slab	950	L.F.	\$47.50	\$399.00	\$85.50	\$0.00		
03 39 23.13 0300	Sprayed concrete curing membrane	150	C.S.F.	\$1,905.00	\$990.00	\$0.00	\$0.00		
Division 03	Subtotal			\$47,196.50	\$26,142.40	\$704.05	\$0.00	\$74,042.95	Division 03
08 36 13.10 2650	Manual 10' x 10' steel sectional overhead door	8	Ea.	\$10,000.00	\$3,520.00	\$0.00	\$0.00		
08 36 13.10 2860	Insulation and steel back panel for OH door	800	S.F.	\$3,800.00	\$0.00	\$0.00	\$0.00		
Division 08	Subtotal			\$13,800.00	\$3,520.00	\$0.00	\$0.00	\$17,320.00	Division 08
13 34 19.50 1100	Pre-Engineered Steel Building, 100' x 150' x 24'	15,000	SF Flr.	\$0.00	\$0.00	\$0.00	\$367,500.00		
13 34 19.50 6050	Framing for PESB door opening, 3' x 7'	4	Opng.	\$0.00	\$0.00	\$0.00	\$2,240.00		
13 34 19.50 6100	Framing for PESB door opening, 10' x 10'	8	Opng.	\$0.00	\$0.00	\$0.00	\$9,200.00		
13 34 19.50 6200	Framing for PESB window opening, 4' x 3'	6	Opng.	\$0.00	\$0.00	\$0.00	\$3,300.00		
13 34 19.50 5750	PESB door, 3' x 7', single leaf	4	Opng.	\$2,460.00	\$696.00	\$0.00	\$0.00		
13 34 19.50 7750	PESB sliding window, 4' x 3' with screen	6	Opng.	\$2,490.00	\$597.00	\$66.00	\$0.00		
13 34 19.50 6550	PESB gutter, eave type, 26 ga., painted	300	L.F.	\$2,190.00	\$816.00	\$0.00	\$0.00		
13 34 19.50 8650	PESB roof vent, 12" wide x 10' long	15	Ea.	\$547.50	\$3,255.00	\$0.00	\$0.00		
13 34 19.50 6900	PESB insulation, vinyl faced, 4" thick	27,400	S.F.	\$12,878.00	\$9,316.00	\$0.00	\$0.00		
Division 13	Subtotal			\$20,565.50	\$14,680.00	\$66.00	\$382,240.00	\$417,551.50	Division 13
	Subtotal			\$81,562.00	\$44,342.40	\$770.05	\$382,240.00	\$508,914.45	Subtotal
Division 01	General Requirements @ 7%			5,709.34	3,103.97	53.90	26,756.80		Gen. Requirements
	Estimate Subtotal			\$87,271.34	\$47,446.37	\$823.95	\$408,996.80	\$508,914.45	Estimate Subtotal
	Sales Tax @ 5%			4,363.57		41.20	10,224.92		Sales tax
	Subtotal A			91,634.91	47,446.37	865.15	419,221.72		Subtotal
	GC O & P			9,163.49	25,573.59	86.52	41,922.17		GC O & P
	Subtotal B			100,798.40	73,019.96	951.67	461,143.89	\$635,913.92	Subtotal
	Contingency @ 5%							31,795.70	Contingency
	Subtotal C							\$667,709.61	Subtotal
	Bond @ \$12/1000 +10% O&P							8,813.77	Bond
	Subtotal D							\$676,523.38	Subtotal
	Location Adjustment Factor				102.30			15,560.04	Location Adjustment
	Grand Total							\$692,083.42	Grand Total

CSP CS #20-001: JOB ORDER CONTRACTING SERVICES DISTRICTWIDE – QUESTIONNAIRE FORM

Name of Contractor	
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PART 1. GENERAL

1.01 Contractor Firm Information

Contractor's Firm Name (Legal Name)	
Contractor's Point of Contact with Signature Authority	
Street Address	
Phone and Fax Number	
Point of Contact Email Address	
Type of Business: <input type="checkbox"/> Corporation, <input type="checkbox"/> Partnership, <input type="checkbox"/> Sole proprietorship, <input type="checkbox"/> Joint Venture	
State of Incorporation	
In continuous business since (Date of Incorporation/ Years in Business):	
List other fully staffed offices or fully staffed branch offices of your organization:	
<u>Name</u>	<u>Branch Manager</u> <u>Telephone Number</u>
Corporate Officers, Partners or Owners of Organization:	
<u>Name</u> <u>(Years)</u>	<u>Title</u> <u>Construction Experience</u>
Check box(es) corresponding to the nature of your business:	
<input type="checkbox"/> Large Business (100 or more employees) <input type="checkbox"/> Small Business (fewer than 100 employees) <input type="checkbox"/> Minority Owned Business; Certified with _____ <input type="checkbox"/> Women Owned Business; Certified with _____ <input type="checkbox"/> Other (Define) _____	
Has your organization ever defaulted or failed to complete any work awarded? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, stipulate where and why:	
Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, stipulate where and why:	

CSP CS #20-001 JOB ORDER CONTRACTING SERVICES DISTRICTWIDE – QUESTIONNAIRE FORM

Name of Contractor	
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PART 2. TECHNICAL

The Contractor is requested to submit a complete response to each of the items listed in this technical questionnaire form. If the question is not applicable, please provide a response after each question or section with the words: NOT APPLICABLE TO THIS PROJECT. Responses requiring additional space should be brief and submitted as an attachment to this section.

2. Reputation of Vendors and of the Vendor's Goods or Services (5 Points out of 100 Possible Points in the Selective Criteria)

2 a. References (5 Points of the 5 points Possible under Reputation of Vendors and of the Vendor's Goods or Services)

Provide five projects, from five separate organizations, with appropriate references using the attached form. Answer the questions for each relevant project, with emphasis on school, and/or educational experience, that your organization has in-progress or completed in the last four years, using the format below:

A member of the Evaluation Committee will verify the information with the references provided and may ask additional questions of the references. Contractor should ensure availability of the references after bid opening.

Project No. _____ :

Owner / Name and Location of Project:	
Type of Project: (Renovation, Addition, New Construction?)	
Procurement Method: (Competitive Bidding, CSP, JOC, Other)	
Type of Contract: (Lump Sum, Cost Plus, T&M, other)	
Contract Amount: (at time of award)	
Final Contract Amount: (If in progress, contract amount to date)	
Contract Time: (at time of award)	
Percent Complete:	
Projected/Actual Completion Date:	
If completed, was the project completed on time? If in progress, is the project on schedule?	
What kind of delays occurred?	
Did Contractor operate in a safe manner? Was safety a priority to the Contractor?	
Reporting Tools used: (Daily reports, weekly reports, monthly reports)	
Superintendent's Name:	
Project Manager's	

Name:	
Owner* or Appropriate Owner's Representative** Reference Contact Name/Telephone-Facsimile/Address: *If reference is no longer employed by the Owner indicate current Employer and Title. **Program Managers cannot be used as a reference from a past projects on one of their own current projects.	

CSP CS #20-001 JOB ORDER CONTRACTING SERVICES DISTRICTWIDE – QUESTIONNAIRE FORM

Name of Contractor	
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Proposer should copy this form for use on 5 past projects.

3. The Quality of the Vendor's Goods or Service (17 Points out of 100 Possible Points in the Selective Criteria)

3 a. Safety Plan and Insurance Rate Modifier (IRM): (10 Points of the 17 points Possible under Criteria 3)

A. List your organization's Insurance Rate Modifier (IRM) for the current year as obtained from your insurance agent. Copy of IRM from insurance agent to be attached as confirmation.

_____ current year IRM

B. Complete the matrix for the five past years, as obtained from OSHA No. 300 Log:

	Year	Year	Year	Year	Current Year
	_____	_____	_____	_____	_____
Number of injuries and illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours worked (round to 1,000's)					

C. Are regular project safety meetings held by Field Supervisor(s)? ____Yes ____No
 If yes, frequency: ____Weekly ____Bi-Weekly ____Monthly ____As Needed

D. Are project safety inspections conducted? ____Yes ____No
 If yes, who performs inspection? _____
 How often? ____Weekly ____Bi-Weekly ____ Monthly ____As Needed

E. Does your organization have a written safety program? ____Yes ____No
 If yes, two copies of the full safety manual must be provided. Two CD-ROMs, each containing the safety manual in PDF format clearly marked as "Safety Manual" is preferred.
 If no, then the contractor may adopt the Dallas ISD Safety manual. Will your organization adopt the DALLAS ISD Safety Manual? ____Yes ____No

F. Does your organization have a safety orientation program for new employees? ____Yes ____No
 For employees promoted to Field Supervisor? ____Yes ____No
 If yes, does your Supervisor Safety Program include instructions on the following topics?

CSP CS #20-001 JOB ORDER CONTRACTING SERVICES DISTRICTWIDE – QUESTIONNAIRE FORM

Name of Contractor	
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	Yes	No
Safety work practices		
Tool box safety meetings		
First aid procedures		
Accident investigation		
Fire protection		
HazCom Program		
Record keeping		
Emergency response procedures		
New worker orientation		

G. Does your organization have a written Drug and Alcohol policy in place? ___ Yes ___ No

If yes, provide a copy of the policy as an attachment.

If no, please note when adopting the Dallas ISD safety manual, the contractor is also adopting the “Drug and Alcohol Policy” included within.

F. Provide a resume of the Safety Manager.

3 b. Proposed Project Team(s) and Management approach to proposed projects: (7 Points of the 17 points possible under Criteria 3) -

Please note that Dallas ISD requires a full-time superintendent to be assigned to each individual job site while Work is in progress, contingent upon the continued employment of those personnel by the Contractor. Contractor’s staffing approach and organization must reflect this requirement. Contractor may not make any changes to these personnel assignments without the prior approval of the Program Manager and the Owner.

- A. Provide a Staff Organization Chart depicting your staff roles, relationships, and responsibilities.
- B. Identify the proposed key staff: Project Manager, Superintendent, Assistant Superintendent(s), Cost Estimator, Scheduler, and Safety Manager, etc. by name and title and provide the following information for each. Include additional key staff as necessary. Indicate which staff are assigned either on a full time or part time basis. For part time personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, Safety Manager 75% of Full-Time, Scheduler 25% of Full-Time, etc.
****** Proposer should copy form below as needed to present information for all proposed staff. ******

RE: 3 b. Proposed Project Team(s) and Management approach to proposed projects: (7 Points of the 17 points possible under Criteria 3) -

Staff: Project Manager

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Full Time or Part Time (For part time personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, etc.)	
Relevant experience with similar projects: (educational and/or renovations and/or additions as applicable)	
Years with the Organization:	

Staff: Superintendent 1 – School Name:

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	
Name of Contractor	

Staff: Superintendent 2 – School Name:

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Staff: Superintendent 3 – School Name:

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Staff: Superintendent 4 – School Name:

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	

Relevant experience with similar projects:	
Years with the Organization:	

Staff: Superintendent 5 – School Name: _____

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of construction experience:	
Relevant experience with similar projects and years with the Organization::	
Years with the Organization:	

CSP CS #20-00 JOB ORDER CONTRACTING SERVICES DISTRICTWIDE– QUESTIONNAIRE FORM

Name of Contractor	
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4. The Extent to which the Goods or Services Meet the District's needs (10 Points out of 100 Possible Points in the Selective Criteria)

4 a. General Contractor's current/past K-12 new or renovation construction experience: (10 Points of the 10 points Possible under Criteria 4)

Provide below the School District, School Name, Project Type, **Completion Date** and **Final Job Order Value** for a **minimum of 5** K-12** Projects completed by your company.

School District	School Name	Completion Date	Final Job Order Contract Value

***A separate sheet may be attached with additional projects.*

The Bidder is to complete all M/WBE Compliance forms for selection criteria 6. (Up to 20 Points out of 100 Possible Points in the Selection Criteria.)

7. The Total Long-Term Cost to the District to Acquire the Vendor's Goods and Services (3 Points out of 100 Possible Points in the Selective Criteria)

**7 a. Financial status of the vendor (as rated by Dun & Bradstreet):
Category Total: (3 Points of the 3 points Possible under Criteria 7)**

Provide the complete corporate or company name of your firm and the D-U-N-S Number as it is recorded with Dun & Bradstreet. This information will allow the owner to confirm that the correct reports are being used for the evaluation.

8. ADDITIONAL INFORMATION:

The following information must be provided to complete the evaluation of the Contractor's proposal.

A. CONTRACTOR'S PENDING CLAIMS AND/OR LITIGATION

Attach a list of pending claims and/or litigation at time of submitting Proposal. If none, please state "NONE" (Show project name, owner and summary explanation.)



DALLAS INDEPENDENT SCHOOL DISTRICT

THE AGREEMENT

FOR

Job Order Contracting

WITH

[Name of Contractor]

AWARDED BY BOARD DOCUMENT NO. [59204, September 24, 2009 Regular Board Meeting](#)

The Agreement Follows:

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

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EXHIBIT A

Job Order Contract Form

EXHIBIT B

General Terms and Conditions

Attachment One – AIA 201- 2007

EXHIBIT C

Unit Price Guide

EXHIBIT D

Dallas ISD Safety Manual

EXHIBIT E

M/WBE Plan

EXHIBIT F

Dallas ISD Safety Manual

FORM OF JOB ORDER CONTRACTING AGREEMENT

This Job Order Contracting Agreement (the “Agreement”) is made the [---] day of [Month] in the year [Year] (the “Effective Date”), by and between [Name of Contractor] (the “Contractor”), and the Dallas Independent School District, (the “Owner”).

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. DEFINITIONS.

1.1 “Coefficient” means a numerical factor which represents costs not considered as included in Unit Price Guide unit prices, including general and administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, contractor’s profit, and indirect costs. Separate coefficients may be used for normal working hours and non-normal working hours.

1.2 “Non-prepriced item” means a necessary, but incidental, part of a job or project ordered under a Job Order Contract that is not susceptible to unit pricing using the prepriced tasks in the Unit Price Guide. The Coefficient applied to a prepriced item shall not be applied to a non-prepriced item.

1.3 “Statement of Work” means a description of a project to be ordered under a Job Order Contract which contains sufficient detail to determine quantities and quality, and the time for performance.

1.4 “Unit Price Guide” means a compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of measure and unit prices designated or provided by the Owner to be used in administration of this Contract. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit. The Unit Price Guide(s) for this Contract are listed in Exhibit C and are hereby incorporated by reference.

ARTICLE 2. SCOPE OF WORK. The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications associated with any Statement of Work provided by the Owner for a Job Order hereunder. The Project Architect or Consultant for each Job Order shall be as specified in the individual Job Order (in the form attached hereto as Exhibit A). The Contractor shall do everything required by this Agreement, the General, Supplementary, and Additional General Conditions of the Contract (AIA 201 – 2007 amended in the form attached hereto as Attachment 1 to Exhibit B), the Special Conditions, the Addenda, the Specifications and the Drawings for each Job Order, the Statement of Work and Job Order, the Minority and Women Business Enterprise (“M/WBE”) forms and guidelines as referenced herein (collectively, the “Contract Documents” which form the “Contract”).

ARTICLE 3. TIME OF COMPLETION. The Owner shall provide a Notice to Proceed in which a date for commencement of the work under a Job Order shall be stated. The Contractor shall complete the work within the number of calendar days specified in the Job Order after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work for each Job Order is an essential element of the Contract.

ARTICLE 4. TERM. This Contract shall commence as of the Effective Date and shall automatically expire on **[three years from contract date]** (the “Expiration Date”), if not terminated earlier, and no Job Orders may be issued after that date, except that the terms of the Contract shall survive as to any work in progress, unfinished work, defective work, and warranty and indemnification obligations of the Contractor on or after such expiration date. The Expiration Date may be extended for up to two one year renewal terms from the date above at the written option of the Owner and Contractor, if given prior to the Expiration Date.

ARTICLE 5. THE CONTRACT SUM. The Owner shall pay the Contractor for performance of the Contract on a Job Order basis based on the associated Statement of Work, subject to additions and deductions provided therein, and make payment on account as hereinafter provided. The price for a job or project ordered by the Owner under this Contract (the “Job Order Sum”) shall be based on the Unit Price Guide and the Contractor’s Coefficient, and any non-prepriced items. Non-prepriced items shall not exceed ten percent (10%) of the value of the Job Order. The Owner shall have the unconditional right to withdraw its Job Order at any time before or after the Contractor has submitted its proposal for the Job Order. For a Job Order for a job or project under this Contract to become effective, it must be (a) signed by the Owner and the Contractor, (b) a fixed price, lump sum contract, and (c) based on a Statement of Work which may be negotiated between the Owner and the Contractor. All construction contracts shall contain a contingency allowance. The Contingency Allowance is to be used only for expenditures which do not require a Change Order. The Contingency Allowance may be used to pay for changes in the Work, including but not limited to those resulting from hidden or unforeseen conditions. The Contingency Allowance may be used to pay claims. Use of the Contingency Allowance must be authorized in advance by the Owner or designee.

ARTICLE 6. M/WBE PROGRAM. The Contractor agrees to allocate work and procurement to underutilized businesses in accordance with the Minority and Women Owned Business Enterprise Plan attached hereto as Exhibit E. No changes to the Plan may be made unless approved in writing by the Owner. While the Contract is in effect and until the expiration of one year after final completion, the Owner may require information from the Contractor, and may conduct audits, to assure that the Plan is being followed/was followed.

ARTICLE 7. LIQUIDATED DAMAGES. For each consecutive calendar day after the completion period set forth in any Job Order issued hereunder that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of **zero dollars (\$ 0)** unless a different amount is specified in the particular Job Order, will be deducted

from the money due or which becomes due the Contractor for the Job Order, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 8. CERTIFICATIONS.

8.1 Family Code Child Support Certification. By signing this Agreement, the undersigned certifies as follows: “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

8.2 Certain Bids and Contracts Prohibited. “Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

ARTICLE 9. PAYMENTS.

9.1 Progress Payments. Based upon Applications for Payment submitted to the Program Manager by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided herein and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month. The Contractor shall submit monthly Applications for Payment to the Program Manager on a form provided by the Owner. If the Program Manager approves the application, he shall submit it to the Owner for payment. The Program Manager or Owner may require any additional information deemed necessary and appropriate to substantiate the Application of Payment. Applications for payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application of Payment.

9.2 Schedule of Values. Each Application of Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Program Manager may require. This schedule, unless objected to by the Program Manager, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

9.3 Final Payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner when the Contractor has fully performed the Contract and other requirements, if any, which extend beyond final payment.

ARTICLE 10 INDEMNIFICATION

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

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

ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

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

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement; Modifications; Conflicts. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Contractor. If there is a conflict between this Agreement and Owner's Standard Uniform General and Supplementary General Conditions, then the provision which provides the greatest benefit to Owner shall govern. The Agreement includes any Job Order or Purchase Order (Exhibit A hereto), additional Conditions of the Contract located at Section 4, and any Additional or Special Conditions issued or attached, Specifications, Pricing and Delivery Schedule, Execution of Offer, Respondent's Questionnaire, and all Addenda and Amendments issued prior to and after the execution of the Contract.

11.2 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.3 Governing Law. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, with venue in Dallas County, Texas.

11.4 Waivers. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

11.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

11.6 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor one or more representatives to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Contractor shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

11.7 Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

11.8 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner: [Tim Strucely, Executive Director](#)
[Dallas ISD Construction Services](#)
[3801 Herschel Avenue](#)
[Dallas, Texas 75219](#)

With a copy to: [Rose Kohut, Director, Contracts & Procurement](#)
[Dallas ISD Construction Services](#)
[3801 Herschel Avenue](#)
[Dallas, Texas 75219](#)

If to Contractor: [\[Person of Contact for Contractor\]](#)
[\[Name of Contractor\]](#)
[\[Address\]](#)
[\[City, State Zip\]](#)

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

11.9 Dispute Resolution. See Owner's Standard Uniform and Supplementary General Conditions for a description of dispute resolution procedures which may be applicable to all phases of this Agreement.

11.10 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

11.11 Enforcement. It is acknowledged and agreed that Contractor's services to Owner are unique, which gives Contractor a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages; accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if Owner is not in breach of this Agreement.

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

11.13 Sales Tax Exemption.

(a) The Contractor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Dallas or other municipality having jurisdiction, and shall pay all taxes for which the Contractor may be held liable as a consumer or user of goods, or otherwise without addition to the contract price. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

(b) The Dallas Independent School District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may issue an exemption certificate in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Agreement, as well as all materials, supplies, equipment, another tangible personal property used or consumed by the Contractor in performing this Agreement with the Dallas Independent School District. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

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

11.14 Workers' Compensation Insurance Coverage: "By submitting a proposal or providing or causing to be provided a certificate of coverage, the Vendor or Contractor certifies that all employees who provide services on the project will be covered by workers' compensation insurance for the duration of the Agreement." The full requirements of this required insurance and the items constituting a breach of contract are fully described in the General Conditions.

11.15 Performance and Payment Bonds: The Contractor at its own expense shall furnish the District a performance bond and a payment bond as required by Chapter 2253, Public Work Performance and Payment Bonds, Texas Government Code, or its successor ordinances covering the full performance of any Job Order under this Agreement and the payment of all obligations arising thereunder. A Job Order under this Agreement shall not be in effect until such performance and payment bonds are furnished by the Contractor and approved by the District.

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.

(Remainder of page intentionally blank)

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

Contractor:
[Name of Contractor]
[Address]
[City, State Zip]

District:
Dallas Independent School District
3700 Ross Avenue
Dallas, Texas 75204

FOR THE CONTRACTOR

FOR THE DISTRICT

By:

By:

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)

(PRINT NAME OF DISTRICT REPRESENTATIVE)

Signature:

Signature:

(CONTRACTOR REPRESENTATIVE SIGNATURE)

(DISTRICT REPRESENTATIVE SIGNATURE)

Title:

Title:

(TITLE OF CONTRACTOR'S REPRESENTATIVE)

(TITLE OF DISTRICT REPRESENTATIVE)

Notary Public:

Contractor's Attest:

Subscribed and sworn to before me this

_____ Day of _____

By:

(SIGNATURE OF NOTARY PUBLIC)

(Notary Seal)

School Attorney:

Approved as to form.

By:

(SIGNATURE OF SCHOOL ATTORNEY)

EXHIBIT A

JOB ORDER CONTRACT AMENDMENT FORM

JOB ORDER #: J-XX

This Job Order is governed by all terms and conditions of the Contract referenced below which is hereby incorporated by reference.

OWNER

Owner:

REFERENCE

Owner's Master Contract no:

Date of Master Contract:

Job Order Date:

CONTRACTOR

Contractor:

Project Architect or Consultant for this Job Order (if applicable):

SUMMARY AND DESCRIPTION OF STATEMENT OF WORK ATTACHED HERETO:

Scope of Work shall be described and specified in attached documents referenced in the Statement of Work and included as part of this Job Order Contract.

PRICE

Lump sum price for the following schools as follows:

ORG#	Name of School	Lump Sum Price
ORGXXX	XXXXXX	\$-
Total for Job Order # J-XX		\$-

Total Lump Sum Price stipulated sum for this Job Order ("Job Order Sum"): \$-
[Total Job Order Sum Amount]

Contract time will start upon issuance of Notice to Proceed
Completion Date for this Job Order: [Date of Completion]

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

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

Contractor:
[Name of Contractor]
[Address]
[City, State Zip]

District:
Dallas Independent School District
3700 Ross Avenue
Dallas, Texas 75204

FOR THE CONTRACTOR

FOR THE DISTRICT

By:

By:

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)

(PRINT NAME OF DISTRICT REPRESENTATIVE)

Signature:

Signature:

(CONTRACTOR REPRESENTATIVE SIGNATURE)

(DISTRICT REPRESENTATIVE SIGNATURE)

Title:

Title:

(TITLE OF CONTRACTOR'S REPRESENTATIVE)

(TITLE OF DISTRICT REPRESENTATIVE)

Notary Public:
Contractor's Attest:
Subscribed and sworn to before me this

_____ Day of _____
By:

(SIGNATURE OF NOTARY PUBLIC)

(Notary Seal)

School Attorney:
Approved as to form.

By:

(SIGNATURE OF SCHOOL ATTORNEY)

STATEMENT OF WORK

The Contractors Scope of Work shall include, but not limited to, providing all necessary labor, materials, and equipment necessary to perform the following scope of work:

- A. Detailed Scope of Work description for each school per attached proposals and documents:

List of Attachments

1. [Attachment 1](#)
2. [Attachment 2](#)
3. [Attachment 3](#)

- B. Contractor shall be responsible for verifying the scope of work for the school. Final payment to the Contractor will not be made until final completion. Price is a lump sum amount for furnishing all labor, materials, services, and equipment required in conjunction with each scope of work.
- C. Amendment to the Contract, Master Agreement dated [October 30, 2009, RFP#04-09](#) and associated addenda and all other “Contract Documents” listed in Master Agreement should be viewed together as a single contract document.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

ATTACHMENTS

1. General Conditions of the Agreement, [AIA-201-2007](#) General Conditions of the Contract for Construction as modified by the Dallas Independent School District for the Bond Program (Owner's Standard Uniform General and Supplementary Conditions").

EXHIBIT C

Unit Price Guide

- Unit costs may be determined by the following methods:

RS Means Facilities Construction Cost Data from Gordian

Cost guides will be updated as issued by R.S. Means.

All items must be from independent suppliers or vendors, no captive or owned suppliers or vendors may be utilized by a Contractor for price determination.

All wholesale and volume discounts accrue to the Owner's benefit.

NOTICES

No ROCIP Program is provided or in force for Job Order Contracts. Provide insurance as required by Article 11 of AIA 201-2007. Refer to Exhibit D for the Dallas ISD Safety Manual

EXHIBIT D

DALLAS ISD SAFETY MANUAL

EXHIBIT E
CERTIFICATE OF INSURANCE REQUIREMENTS

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

Contract and insurance requirement: Hold Harmless

Agreement Contractual Coverage
Products and Completed Operations Coverage
Waiver of Subrogation

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

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

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

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

Professional Liability	\$1,000,000 per claim Umbrella Policy
------------------------	---------------------------------------

\$1,000,000 per occurrence \$1,000,000 aggregate All Builders Risk Not required by

ARCHITECT

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

Contract and insurance requirement: Hold
Harmless Agreement Contractual Coverage
Coverage
Waiver of Subrogation

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

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

General Liability Bodily Injury & Damage	\$1,000,000 combined single limits/ Property \$2,000,000 aggregate
--	---

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

Professional Liability	\$1,000,000 per claim
------------------------	-----------------------



Minority/Women Business Enterprise (M/WBE) Compliance Guidelines and Forms

To be completed and signed by the Prime Vendor/Contractor

Bid/RFP No: _____ Title: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person/Authorized Agent: _____ Phone No: _____

Email Address: _____

The undersigned authorized agent 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.

Signature: _____ Date: _____

For additional information regarding this form, contact:
M/WBE Department, 9400 N. Central Expressway, 15th Fl. Suite 1510, Dallas, TX 75231
Phone: (972) 925-4140, Website: www.dallasisd.org/mwbe

Please read carefully:

The M/WBE Program requirements are applicable to all bidders/proposers. All bidders/proposers, including minority and women-owned companies, are required to complete, sign, and attach these forms to the procurement document. If the completed and signed M/WBE Compliance Guidelines & Forms are not attached by the due date, responses to the procurement document will be considered nonresponsive.

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor



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

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

It is a continuing goal of the district to involve minority and women-owned businesses (M/WBE) to the maximum extent possible in all facets of the district's contracting and purchasing activities. The completed and signed M/WBE Compliance Guidelines & Forms must be attached to the procurement document. If the completed and signed M/WBE Compliance Guidelines and Forms are not attached by the due date, responses to the procurement document will be considered nonresponsive.

General Information regarding the M/WBE Compliance Guidelines and Forms

1. 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.
2. The district recognizes M/WBE certifications issued by the North Central Texas Regional Certification Agency (NCTRCA), State of Texas' Historically Underutilized Business (HUB), D/FW Minority Supplier Development Council (DFW MSDC), Women's Business Council Southwest (WBC SW), Department of Transportation (DOT), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, Corpus Christi Regional Transportation Authority, City of Austin, Small Business Administration (SBA) - 8A or certified SDB, National Minority Supplier Development Council (NMSDC), and National Women's Business Enterprise Certification (WBENC). Other certifications may be considered on an individual basis. Only certified disadvantaged, minority and women-owned companies will be counted towards the prime's M/WBE subcontracting goals.
3. Vendors do not have to be certified as an M/WBE to participate in the district's contracting and purchasing activities.
4. All district bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with M/WBEs.
5. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its' M/WBE subcontracting goals.

At Bid/Proposal Time:

1. Submit the completed and signed M/WBE Compliance Guidelines & Forms by the due date. Include all M/WBE supporting documentation (M/WBE Certificates, Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, notarized Joint Venture Agreement, notarized Mentor Protégé Agreement, etc.) within the M/WBE section. Evaluation will be based upon the documentation provided within the M/WBE section.
2. 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.
3. You are not required to submit Letter of Intent to Perform/Contract as an M/WBE Subcontractor form (Section J) with the bid/proposal; however, it will be required at the contract negotiation meeting with the district, or as requested by the M/WBE Department.

The M/WBE Compliance Guidelines and Forms Must be Completed, Signed and Attached to the Procurement Document

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

4. For exceeding the district's aspirational M/WBE goals by an additional percentage, points will be awarded as follows:

Exceeding M/WBE Goal by an Additional	Cumulative Points
1% up to 5% utilization	.5
5.01% up to 10% utilization	1
10.01% up to 15% utilization	1.5
15.01% up to 20% utilization	2
20.01% up to 25% utilization	2.5
25.01% up to 30% utilization	3
30.01% up to 35% utilization	3.5
35.01% up to 40% utilization	4
40.01% up to 45% utilization	4.5
45.01% and greater utilization	5

After Bid/RFP Submission:

5. The **recommended respondent** who will subcontract portions of the work should obtain the Letter of Intent to Perform/Contract as an M/WBE Subcontractor form (Section J) for each proposed M/WBE subcontractor. The recommended respondent will be required to provide the Letter of Intent to Perform/Contract as an M/WBE Subcontractor form at the contract negotiation meeting with the district, or as requested by the M/WBE Department.
6. Changes to the List of Subcontractors (Section F) must be reviewed and approved by the M/WBE Department **prior to any changes being made**. This applies after Bid/RFP submission and throughout the contract duration.

At contract execution:

7. Contractor agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, termination of M/WBE Clause, Prompt Payment Clause, and Retainage Clause.

After contract execution:

8. The contractor/proposer shall notify the M/WBE Department if the percentage of M/WBE participation declines or falls below the level of participation represented in the contract. The contractor shall promptly notify the M/WBE Department within 7 days and obtain a listing of other certified M/WBE vendors to meet the commitment amount.
9. Contractor will be required to submit a Pay Activity Report indicating the amounts paid to its subcontractors with each pay application submitted or as requested by the district. Acceptable proof of payments includes canceled checks, partial lien releases, proof of electronic funds transfer, and/or emails from the sub-vendor.
10. The contractor will be required to maintain records showing the subcontractor/supplier awards, subcontractor payment history, efforts to identify and award contracts to M/WBEs, and copies of executed contracts with M/WBEs. The contractor must provide access to books, records and accounts to authorized district, state and federal officials for the purpose of verifying M/WBE participation and good faith efforts. District contracts are subject to an M/WBE audit.

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Clarification for the Joint Venture and Mentor Protégé Criteria

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. The Joint Venture Agreement must be signed and notarized by all parties. The Joint Venture Partnership is evaluated and awarded points as a prime vendor; therefore, the certified M/WBE partner will not be counted towards the M/WBE subcontractor goal. The M/WBE Partner will be prohibited and “no points awarded” if they are deemed to be a relative, current employee or subsidiary of the joint venture partner. By signing and notarizing the Joint Venture Agreement, all parties certify the accuracy of their joint venture agreement; inclusive of relationships, percentage split of profits, losses and performance of all parties, etc.

Companies seeking to participate in a joint venture arrangement has the burden of demonstrating to the district, by a preponderance of the evidence, that it meets the requirements of Board Policy (CH) Local with respect to being an eligible joint venture for counting purposes. The district will analyze whether the stated joint venture is realistic in light of the number of employees, experience, resources, certification type, and other resources that each party brings to the joint venture.

1. The Joint Venture Partnership (as a whole) may submit an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, Work Force Composition, 5 M/WBE References, and a notarized Mentor Protégé Agreement. The document should clearly state this information is submitted on behalf of the Joint Venture Partnership (as a whole). 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, to obtain the maximum points. Each individual joint venture partner should submit its' own Work Force Composition, Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, 5 M/WBE References and a notarized Mentor Protégé Agreement.
2. The Joint Venture Partnership must have a M/WBE Partner who is able to adequately bond the project, perform the services, labor or material listed and provide the experience and resources to perform at the split level given.
3. A company that has a current notarized 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.

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Bid/RFP No:	
Title:	
Prime Vendor / Contractor:	

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

- Yes** If you answered "Yes," complete the current certification information below. Indicate ethnicity and gender.
- 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 "Self" for the certification number. Indicate ethnicity and gender.
- No** If you answered "No," that your company is not minority or woman-owned, leave the section blank.

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

Section B. Did your company attach an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan with this bid/proposal?

- Yes** My company has attached an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan on page _____.
- No** My company did not attach an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan.

Section C. Workforce Composition

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

The M/WBE Compliance Guidelines and Forms Must be Completed, Signed and Attached to the Procurement Document

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Section D. Historical M/WBE Utilization
 List **5 different M/WBE** subcontractors, sub consultants, suppliers, sole proprietors or joint venture partners that performed work for your company. Specify the names of the actual M/WBE subcontractors, sub consultants, suppliers, sole proprietors or joint venture partners that have knowledge regarding the contract. Note: List **only 5** different companies.

	Owner / Name of Project	M/WBE Subcontractor/Sub consultant/ Supplier/Sole Proprietor/ or Joint Venture Partner Company Name	M/WBE Subcontractor/Sub consultant/ Supplier/Sole Proprietor/ or Joint Venture Partner Contact Person and either Phone Number or Email	Scope of Work /Services Provided
1				
2				
3				
4				
5				

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, suppliers, sole proprietors or 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, suppliers, sole proprietors, joint venture partners on any Dallas ISD projects?

Section E. Will you use subcontractors, sub consultants, suppliers, or sole proprietors as a part of this current bid/proposal?

- Yes** If you answered, "Yes", **complete Section F.**
- 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:

The M/WBE Compliance Guidelines and Forms Must be Completed, Signed and Attached to the Procurement Document

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Section F. Subcontractor Utilization

List all subcontractors, suppliers, sub consultants, or sole proprietors (minority and non-minority) that will be utilized in this bid/proposal. Indicate the amount and/or percentage of the bid. Non-certified firms will not be counted towards the prime’s M/WBE subcontracting goals. Joint venture partners will not be counted towards the M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its M/WBE subcontracting goals. Use additional sheets if necessary.

	Subcontractor/ Supplier	Contact Person & Phone Number	M/WBE Certification Agency	M/WBE Certification Number	Ethnicity/ Gender	Scope of Work	Amount	% of Total Bid
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
Totals								

Special Note: Attach a copy of the current M/WBE certificate or proof of current M/WBE certification for each M/WBE subcontractor, sub consultant, supplier or sole proprietor. Respondents who will subcontract portions of the work will be required to submit the Letter of Intent to Perform/Contract as an M/WBE Subcontractor form (Section J) for each proposed M/WBE subcontractor at the contract negotiation meeting with the district, or as requested by the M/WBE Department. The awarded bidder/proposer will be required to submit a Pay Activity Report indicating the amount paid to its M/WBE subcontractors, sub consultants, suppliers, or sole proprietors with each pay application submitted or as requested by the district.

The M/WBE Compliance Guidelines and Forms Must be Completed, Signed and Attached to the Procurement Document

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Section G. Good Faith Efforts Documentation

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

	Yes	No
1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?	<input type="checkbox"/>	<input type="checkbox"/>
2. Were contracts broken down to provide opportunities for subcontracting?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
5. Were subcontracting opportunities advertised in general circulation, trade associations, M/WBE focused media and/or minority chambers of commerce?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did you encourage non-certified M/WBEs to pursue certification status?	<input type="checkbox"/>	<input type="checkbox"/>
7. Were negotiations conducted in good faith with interested M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
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 signed and notarized Joint Venture Agreement with a certified M/WBE with this bid/proposal? The Joint Venture Agreement must be signed and notarized

- Yes** My company attached a signed and notarized Joint Venture Agreement on page _____.
- No** My company did not attach a signed and notarized Joint Venture Agreement.

For additional information, refer to pages four (4), ten (10) and eleven (11) of this document and visit the following website:
<http://www.dallasisd.org/Page/1068>

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

- Yes** My company attached a signed and notarized Mentor Protégé Agreement on page _____.
- No** My company did not attach a signed and notarized Mentor Protégé Agreement.

For additional information, refer to pages four (4), ten (10) and eleven (11) of this document and visit the following website:
<http://www.dallasisd.org/Page/1062>

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Letter of Intent to Perform/Contract as an M/WBE Subcontractor

Not required with bid/proposal. To be submitted at the contract negotiation meeting with the district, or as requested by the M/WBE Department.

Section J. Prime Contractor must submit a Letter of Intent to Perform/Contract as an M/WBE Subcontractor form for each minority or woman-owned subcontractor which will be utilized to supply any services, labor or materials pursuant to the bid/proposal. If necessary, make copies.

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

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

1. Name of Offeror / Prime Contractor _____
Address, City, State & Zip _____

SUBCONTRACTOR INFORMATION (Pertains to the proposed M/WBE Subcontractor):

2. The undersigned has been certified by a Dallas ISD recognized certification agency. Pursuant to district policy (CH Local), only M/WBEs which are currently certified with one of the Dallas ISD recognized certifying agencies may be counted towards meeting the district's M/WBE goal at the subcontracting level. Refer to page two (2), number two (2) for a listing of Dallas ISD-recognized certification agencies.

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

3. The undersigned is prepared to perform the following services, labor, or materials listed in connection with the project

Scope of Work: _____

Price: \$ _____

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

(Phone) _____ (Print or Type – Name and Title of Owner, President or Authorized Agent)

DECLARATION OF PRIME CONTRACTOR (Pertains to the Prime Contractor):

I _____ HEREBY DECLARE AND AFFIRM that I am the _____
(Name of Declarant) (Title of Declarant)

and am duly authorized to make this declaration on behalf of _____
(Name of Prime Contractor)

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

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

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

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

(Signature of Declarant) _____ (Phone) _____ (Date)

The M/WBE Compliance Guidelines and Forms Must be Completed, Signed and Attached to the Procurement Document

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

M/WBE Joint Venture Analysis - GOODS, SERVICES, and PROFESSIONAL SERVICES

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 4 for additional clarification. If applicable, specify the page number within your bid document that addresses each individual component.

		Available Points	Page Number
1	<u>Has a meaningful Joint Venture been established?</u>		
	a Does the Joint Venture Agreement provide details on how profits and losses will be calculated and divided?	0.25	
	b What is the MWBE partner(s) percentage share of profits and losses? (.25 for 10% and greater, .5 for 20% and greater, .75 for 30% and greater, 1 for 40% and greater)	1.00	
	c Will the MWBE partner have bank signature authority?	0.25	
	d Will the M/WBE partner have the authority to establish policies, select key employees, assign roles and responsibilities?	0.25	
	e Does the insurance recognize the MWBE partner?	0.25	
	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?	0.25	
	g Is there a history of the Joint Venture partners working together?	0.25	
	h Does it require the approval of Dallas ISD before the JV partnership can be dissolved?	0.25	
	i Is there a dispute resolution procedure? Does it require direct, in person discussion; mediation to be conducted within a designated time frame, with a mediator agreed to by the parties, if the issue isn't resolved by direct discussion?	0.25	
2	<u>Is the MWBE partner involved in the operational management of the Joint Venture?</u>		
	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 MWBE partner be involved in scheduling, progress reviews, subcontractor disputes, and management decisions?	0.25	
	d Will the MWBE partner provide equipment, facilities, personnel, or other resources?	0.25	
	e Will the MWBE partner be responsible for a distinct, clearly defined portion of the contract?	0.25	
3	<u>Is the MWBE partner involved in the financial management of the Joint Venture?</u>		
	a Will the Joint Venture establish a JV bank account and JV project account?	0.25	
	b Will the MWBE partner participate in the production and review of financial reports, budgeting, and/or financial forecasting?	0.25	
	c Will the MWBE partner be involved in contract negotiations with Dallas ISD and subcontractors?	0.25	
<u>Total Available Points</u>		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. If you're responding as a joint venture, refer to page 4.

		Available Points
1	<u>Does the firm currently participate in a Mentor Protégé Program as a mentor, with an M/WBE?</u>	
	a Is the Mentor Protégé Agreement signed by all parties, and is it current, active, and notarized?	0.50
	b Did the firm provide current, signed and notarized progress reports, deliverables, or meeting minutes?	0.50
<u>Total Available Points</u>		1.00

The M/WBE Compliance Guidelines and Forms Must be Completed, Signed and Attached to the Procurement Document

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

M/WBE Joint Venture Analysis - CONSTRUCTION

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 4 for additional clarification. If applicable, specify the page number within your bid document that addresses each individual component.

		Available Points	Page Number
1	<u>Has a meaningful Joint Venture been established?</u>		
	a Does the Joint Venture Agreement provide details on how profits and losses will be calculated and divided?	0.25	
	b What is the MWBE partner(s) percentage share of profits and losses? (.25 for 10% and greater, .5 for 20% and greater, .75 for 30% and greater, 1 for 40% and greater)	1.00	
	c Does the M/WBE partner provide bonding to match its share?	0.25	
	d Is there a cash call provision, specifying the capital contributions, in the agreement??	0.25	
	e Does the insurance recognize the MWBE partner?	0.25	
	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?	0.25	
	g Is there a history of the Joint Venture partners working together?	0.25	
	h Does it require the approval of Dallas ISD before the JV partnership can be dissolved?	0.25	
	i Is there a dispute resolution procedure? Does it require direct, in person discussion; mediation to be conducted within a designated time frame, with a mediator agreed to by the parties, if the issue isn't resolved by direct discussion?	0.25	
2	<u>Is the MWBE partner involved in the operational management of the Joint Venture?</u>		
	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 MWBE partner be involved in scheduling, progress reviews, subcontractor disputes, and management decisions?	0.25	
	d Will the MWBE partner provide equipment, facilities, personnel, or other resources?	0.25	
	e Will the MWBE partner be responsible for a distinct, clearly defined portion of the contract?	0.25	
3	<u>Is the MWBE partner involved in the financial management of the Joint Venture?</u>		
	a Will the Joint Venture establish a JV bank account and JV project account?	0.25	
	b Will the MWBE partner participate in the production and review of financial reports, budgeting, and/or financial forecasting?	0.25	
	c Will the MWBE partner be involved in contract negotiations with Dallas ISD and subcontractors?	0.25	
<u>Total Available Points</u>		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. If you're responding as a joint venture, refer to page 4.

		Available Points
1	<u>Does the firm currently participate in a Mentor Protégé Program as a mentor, with an M/WBE?</u>	
	a Is the Mentor Protégé Agreement signed by all parties, and is it current, active, and notarized?	0.50
	b Did the firm provide current, signed and notarized progress reports, deliverables, or meeting minutes?	0.50
<u>Total Available Points</u>		1.00

The M/WBE Compliance Guidelines and Forms Must be Completed, Signed and Attached to the Procurement Document