CONSTRUCTION SERVICES

REQUEST FOR QUALIFICATIONS

SPECIALTY ENGINEERING, LAND SURVEYING, and COMMISSIONING SERVICES

RFQ No. CS #16-006

Qualification Submittal Deadline: Monday, March 28, 2016, 2:00pm CST
Submittal Location: DISD Construction Services
3801 Herschel Ave., Dallas, TX 75219
Construction Services

The Dallas Independent School District (Dallas ISD) is soliciting Statements of Qualification from qualified sources relative to the provision of the following Request for Qualifications (“RFQ”).

Documents shall be submitted in an envelope marked on the outside with the Offeror's name, address and RFQ No.  
CS #16-006 – RFQ for Specialty Engineering, Land Surveying and Commissioning Services to:

Dallas Independent School District
Attn: Danette Murray
Construction Services
3801 Herschel Avenue
Dallas, TX 75219

RFQ Deadline is 2:00 PM CST, Monday, March 28, 2016

Faxed Proposals will not be accepted. Proposals received after 2:00 pm CST on date due will not be considered.

Document Distribution

All documents will be distributed through the District's Procurement Services web page. Go to www.dallasisd.org; Click on Departments; Click on Procurement Services; Click on Bond Vendor Opportunities. Any Addenda issued will be posted at the same location. It is the responsibility of all Offerors to verify issued addenda and to obtain the addenda prior to submitting a proposal. Offerors shall acknowledge receipt of all addenda in their response.

Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>First Advertisement</td>
<td>Sunday, February 28, 2016</td>
</tr>
<tr>
<td>Second Advertisement</td>
<td>Sunday, March 6, 2016</td>
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<tr>
<td>Deadline for Questions</td>
<td>Friday, March 18, 2016 – 2:00pm</td>
</tr>
<tr>
<td>RFQ Due Date and Time</td>
<td>Monday, March 28, 2016 – 2:00pm</td>
</tr>
<tr>
<td>Evaluation</td>
<td>Tuesday, April 5, 2016</td>
</tr>
<tr>
<td>Anticipated Board Approval Date</td>
<td>Thursday, May 26, 2016</td>
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</table>

The dates after the proposal due date are subject to change. Please note that there will not be a pre-proposal meeting for this RFQ.
Procedural Notes

1. Phone calls to the main Purchasing or Construction Services phone numbers for this RFQ will be directed to the website for information.

2. Firms needing information are directed to search the existing RFQ and Addenda at the website. Questions and answers of general interest will be posted to the website.

3. Qualified firms must follow the directions regarding inquiries, questions, and addenda on contacting the District. Failure to follow directions can result in rejection of materials.

4. Communication made after the deadline for questions or in a format not listed may not be responded to until after the submittal due date.

5. Requests for sales calls and introductory meetings will be respectfully declined.
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SECTION 1 – INTRODUCTION

1.1 District Overview

Dallas Independent School District (Dallas ISD, District, or Owner) seeks to be a premier urban school district.

The District 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. The district is the second-largest public school district in the state, and the 14th-largest district in the nation.

The District serves approximately 160,000 students in pre-kindergarten through the 12th grade, in 227 schools, employing nearly 20,000 dedicated professionals.

1.2 Background

- **2008 Bond Program Overview/Progress**
  The 2008 Dallas ISD Bond Program approved by Dallas voters in May 2008, started with the first sale of bonds in December 2008, and currently includes 251 projects grouped into four program phases. The completion of construction is targeted in 2016. Three Program Management firms, AECOM, Jacobs and Parsons assist the Construction Services staff with the management of the $1.35 Billion program.

  Out of the 251 total projects, 249 projects have reached substantial completion, including all phase 1, 2, and 3 projects and eight phase 4 projects. 245 projects have general contractors contracts closed. The close out of contracts for A/E firms and other vendors is also progressing. Phase 4 is moving forward as planned with 2 projects in the construction phase and 8 projects substantially complete or closed.

- **2013 Dallas ISD Qualified School Construction Bonds**
  Approved by Dallas ISD Board of Trustees for $143 Million on August 22, 2013. Phase I of the Program is comprised of 47 Projects that will provide improvements to existing District facilities. The improvements include renovating / converting science labs at middle schools and converting steam heating systems to hydronic heating systems. Savings achieved through Phase I allowed for an additional 27 Projects (Phase II), which include HVAC equipment replacements and roof replacements. Two Program Management Firms, Jacobs and Parsons assist the Construction Services staff with the management of these projects.

  Phase I currently has 22 projects in the construction phase and 25 projects substantially complete. Phase II has 12 projects in the procurement phase, and 15 projects in the construction phase.

- **2015 Dallas ISD Interim Bridge Plan**
  The 2015 Dallas ISD Interim Bridge Plan Program was approved by Dallas ISD Board of Trustees for $148 Million on March 26, 2015. The work will include re-opening and/or re-purposing schools, renovating and/or making additions to address critical needs and expanding pre-kindergarten spaces to 26 District facilities. These projects are being co-managed by DISD’s Construction Services and the Program Managers AECOM and Jacobs. Consisting of 26 projects making up 19 bid packages, the Program is being executed with overall construction completion targeted in 2017.
1.3 **Objectives of Request for Qualifications**

The Dallas ISD (“Owner” or “District”) is soliciting Statements of Qualifications (“SOQ”) from qualified firms relative to the provision of specialty engineering, land surveying and commissioning services for DISD’s $1.6 Billion - 2015 Bond Program and for other projects assigned and managed by DISD Construction Services. The District is seeking to select multiple firms to perform these services. This information may be used to identify firms to provide these services.

**2015 Bond Program Highlights:**

The following represents the projects and estimated construction costs currently anticipated with respect to the $1.6 Billion - 2015 bond program.

- **Proposed New and Replacement Schools - $464,840,000**
  Construct nine new schools, including two high schools, two PK-8 schools, one 3-8 school, and four elementary schools.

- **Proposed Additional New Classrooms - $195,270,000**
  Construct 19 additions to existing schools, including seven high schools, two middle schools, one PK-8 school, and nine elementary schools, adding 326 classrooms.

- **Educational Adequacy Improvements - $233,000,000**
  Construct improvements to technology, gyms, locker rooms, libraries, science labs, cafeterias, auditoriums, performing arts, fine arts, athletic facilities, and administration areas in schools.

- **New Educational Programs - $92,600,000**
  Construct or repurpose schools for new educational programs, including career technology, transformation schools, innovation schools, early childhood schools, and overage schools.

- **Facilities Functional Equity - $500,000,000**
  Perform improvements to facilities including roofs, HVAC, building envelope, interior improvements, site improvements, exterior façade improvements, and plumbing.

- **Land Acquisition, Clearing, and Early Priority Projects - $105,090,000**
  Provide land acquisition, clearing, demolition, and reimbursement for Bridge Plan Projects.

**SECTION 2 – NOTICE TO RESPONDENTS**

2.1 **General**

The Dallas ISD is accepting responses to this RFQ to contract for (separate from the prime design professional firms) highly qualified and experienced specialty engineering, land surveying and commissioning firms for consulting contracts directly with the District, reporting to the Construction Services office. These firms will not be precluded from work as sub-consultants on other projects, except Program Management. These services may be specialized and/or limited in scope and duration, and will use a separate form of agreement than the prime design professional firms. These services may include peer review of work furnished by prime design professionals or their consultants.
This Request for Qualifications ("RFQ") and attached Agreement (Attachment A) provide sufficient information for interested parties ("Respondents") to prepare and submit responses for consideration by Owner.

Respondents are cautioned to read the information contained in this RFQ and Form of Agreement carefully and to submit a complete response to all the requirements and questions, as directed.

2.2 Submittal Deadline

Owner will accept responses until 2:00 pm, CST, Monday, March 28, 2016.

2.3 District (Owner) Contact

Any questions or concerns regarding this RFQ shall be directed to Danette Murray, Director of Contracts & Procurement, danemurray@dallasisd.org. Owner specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individual. It is requested that all contact and questions be placed in e-mail, and no phone calls or sales calls be made regarding this procurement.

2.4 Type of Contract

The successful respondents will be required to enter into a contract attached hereto as Attachment A.

2.5 Inquiries/Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum and posted to the Owner's website. Go to www.dallasisd.org; Click on Departments; Click on Procurement Services; Click on Bond Vendor Opportunities. All such addenda issued by Owner prior to the time that responses are received shall be considered part of the RFQ, and the Respondent shall be required to consider and acknowledge receipt of such in the response. Only those inquiries Owner replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda in their responses.

2.6 Public Information

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

Respondents are hereby notified that Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Respondents are further notified that the Owner may publish sign-in sheets, submittals, rankings, and evaluations or portions of these items or other submitted items when the Owner determines this to be in the Owner's interest, and all Respondents must agree to this condition to be considered as a potential District vendor.

2.7 Procedure

2.7.1 A master file will be created and populated with the firms providing a response to the RFQ per DISD's CV(LOCAL) policy. Firms changing ownership or submitting as joint ventures or other
business associations that materially change in makeup after submitting a statement of qualifications must withdraw and resubmit at the next Request for Qualifications.

2.7.2 The Executive Director of Construction Services, and/or his designees, shall conduct a preliminary screening of the firms on the master list. This screening shall not necessarily involve interviews, but may be accomplished by an analysis of submitted written and printed data on the firms, including information obtained from questionnaires to be completed.

2.7.3 The Executive Director of Construction Services shall make a recommendation to the Board of Trustees of specific firms as a result of this RFQ.

2.7.4 Qualified Firms will accept the decision of the District as final regarding the capacity of the firm to perform the anticipated work.

2.7.6 The Owner may withdraw this RFQ, reject qualifications of any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular firm’s submittal was not deemed to be the most advantageous to the Owner.

2.8 General Evaluation Criteria

The general criteria for evaluation of responses, and selection of firms for each phase of construction will be based on the following:

- Demonstrated competence and qualifications to perform the specified services, the experience of the firm and personnel for the performance of the services.

- Information supplied by references, including District experience with Respondent’s services.

- Availability of resources to meet the schedule and program requirements and financial stability.

- Responsiveness to District’s stated goals for M/WBE participation.

2.9 Acceptance of Evaluation Methodology

Submission of a response indicates Respondent’s acceptance of the evaluation technique and Respondent’s recognition that some subjective judgments must be made by Owner during the assigning of projects.

2.10 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for professional services related to providing specialty engineering, land surveying, commissioning and related services, and that Owner has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.
2.11 Minority and Women Business Enterprise (M/WBE) Program

If an assignment of work resulting from this RFQ is expected to exceed $50,000 then completion of the Good Faith Effort Program is a mandatory condition precedent to the assignment of any work. See enclosed required M/WBE documentation. **Failure to submit and sign the required M/WBE documentation in your RFQ proposal will result in rejection of a response or submittal.**

2.12 Work Performed by Affiliates and Independent Consultants of DISD Contracted Program Managers

**Definitions:**

Affiliate(s) – Relationship between two companies when one company owns substantial interest, but less than a majority of the voting stock of another company, or when two companies are both subsidiaries of a third company.

Independent Consultant(s) – A person or entity which provides services under terms specified in a contract, and is not an affiliate or subsidiary.

A Program Manager(s) under contract, including all Affiliate(s) and Independent Consultant(s) **may not** bid, submit qualifications, or otherwise propose on any other work comprising this bond program.

See District Board Policies CHE (Local), DBD (Local) and CV (Local) for conflict of interest, ethics, and other prohibitions. These are strictly enforced, and all Respondents shall conform to these requirements. These policies may be accessed at [http://pol.tasb.org/Home/Index/361](http://pol.tasb.org/Home/Index/361).

2.13 Disclosure of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

After Board of Trustee authorization, the successful Vendors will be required to complete an electronic Form 1295 on the Texas Ethics Commission website ([https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) prior to entering into a contract with the District in accordance with this statute. Additional information is available on the Texas Ethics Commission website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

Submission of a response to this RFQ indicates Respondent's acceptance and intended compliance with this requirement.

**SECTION 3 – RESPONSE REQUIREMENTS**

3.1 General Instructions

3.1.1 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

3.1.2 Responses and any other information submitted by Respondents in response to this RFQ shall become the property of Owner.
3.1.3 Owner will not provide compensation to Respondents for any expenses incurred by the Respondents for response preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit responses at their own risk and expense.

3.1.4 Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by Owner, at its option.

3.1.5 Each response should be prepared simply and economically, providing a straightforward, concise description of your firm’s ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner’s needs.

3.1.6 Owner makes no guarantee that an award will be made as a result of this RFQ, and reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting contract when deemed to be in Owner's best interest. Representations made within the response will be binding on responding firms. Owner will not be bound to act by any previous communication or response submitted by the firms other than this RFQ.

3.1.7 Failure to comply with the requirements contained in this RFQ may result in the rejection of your response.

3.2 Preparation and Submittal Instructions

3.2.1 Respondents must complete, sign and return the attached Offer Form as part of their response. Response must be signed by Respondent's company official(s) authorized to commit such responses. Failure to sign and return these forms will subject your response to disqualification.

3.2.2 Responses to this RFQ should consist of answers to the required Respondent Questionnaire. It is essential that you reference the question number with your response. In cases where a question does not apply or if unable to respond, indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

3.2.3 Responses must be typed or printed on letter-size (8-1/2” x 11”) paper. Some fold-out materials may be provided if necessary. Owner requests that responses be submitted in a binder. Preprinted material should be referenced in the response and included as labeled attachments. Sections should be divided by tabs for ease of reference. Any responses greater than 100 individual pages may not be able to be reviewed. A page is defined for this paragraph as a single sheet or fold out sheet with printing or graphics on one or both sides. District required forms are not part of the individual page count.

3.2.4 Include with the response a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the response as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

3.2.5 All pages of the response should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

3.2.6 Submit one (1) original and five (5) copies of your proposal. In addition, vendors shall supply one (1) soft copy (electronic) in either CD Rom or flash drive. An original signature must appear on the
Offer Form of the original copy submitted.

3.2.7 Proposals shall be submitted no later than 2:00 PM CST, on Monday, March 28, 2016. Proposals shall be in an envelope clearly marked on the outside with the Offeror's name and address, RFQ No. CS #16-006 – Specialty Engineering, Land Surveying and Commissioning Services, and submittal deadline. Proposals shall be delivered to:

Dallas Independent School District  
Attn: Danette Murray  
Construction Services  
3801 Herschel Avenue  
Dallas, TX 75219

Late responses properly identified will be returned to Respondent unopened or recycled, if practical. Late responses will not be considered under any circumstances. Fax and telephone responses are not acceptable.

3.2.8 A response may be withdrawn and resubmitted any time prior to the time set for receipt of responses. No response may be withdrawn after the submittal deadline without approval by the Owner which shall be based on Respondent's submittal, in writing, of a reason acceptable to the Owner.

3.3 Submittal of Required Forms

Firms are instructed to complete, sign and return the following documents as a part of their response submittal. Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

3.3.1 Proposal Offer Form – This serves an affidavit of accuracy as to the information supplied by you on remaining required forms.

3.3.2 Respondent Questionnaire – Respondents are to submit a complete response to each of the items listed in this questionnaire. If the question is not applicable, please provide a response after each question or section with the words: NOT APPLICABLE. Responses requiring additional space should be brief and submitted as an attachment to this section.

3.3.3 Certificate of Non-Discrimination – In connection with the execution of this Contract, the Contractor shall fully comply with the District non-discrimination policy.

3.3.4 Felony Conviction Notice – Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses this Requirement and must be submitted.

3.3.5 Family Conflict of Interest Questionnaire – This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services. Family or family relationship means a member of an individual’s immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings. NOTE: Submitting a Family Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a contract, but are examined on a case-by-case basis.
3.3.6 Conflict of Interest Compliance Form – This form must be completed to fulfill the requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Vendors are required to complete this and include in their response. **NOTE:** Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

3.3.7 Federal and State Debarment Form – This form must be signed in order to be deemed eligible for award regarding Federal and State debarment, felony conviction notification and criminal background checks.

3.3.8 Minority and Women Business Enterprise Compliance Guideline Form – Since this is a general RFQ and not for a specific project, Respondents should identify potential M/WBE sub-consultants as well as commit to an overall M/WBE percentage. All sections are applicable and will be evaluated.

The Letter of Intent to Perform/Contract as an M/WBE Subcontractor (page 8) will be required at a later date. Upon request, the respondent must provide the completed information along with the respective signatures.

If a Respondent is submitting as a Joint Venture the Joint Venture partnership should complete the information jointly. The Joint Venture Partnership (as a whole) may submit an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, 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, the company should submit this information from each individual joint venture partner, to obtain the maximum points. Each individual joint venture partner should submit its’ own Work Force Composition.

Sub-consultants are not required to submit an MWBE plan. It is the responsibility of the Prime.

**SECTION 4 – GENERAL TERMS AND CONDITIONS**

The **Agreement** (Attachment A), for all intents and purposes, is intended as the complete and exclusive statement of the agreement between the Owner and the Contractor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof.

The terms and conditions of any purchase order, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Agreement (Attachment A) are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof.

**SECTION 5 – SCOPE OF WORK**

5.1 **General**

The Owner requests responses from qualified and experienced firms for providing specialty engineering, land surveying, commissioning and related services for the Dallas ISD 2015 Bond Program and other projects managed by DISD Construction Services.
5.2 Scope of Work

5.2.1 Services – General

Services requested include, but are not specifically limited to, the following:

- Geothermal or ground-source HVAC systems
- Structural Engineering
- Mechanical, electrical, and plumbing design
- Civil engineering
- Roofing, waterproofing
- Energy Efficient and/or sustainable design
- Land surveying
- Commissioning Services

5.2.2 Firm’s Physical Presence

It is the desire of the Owner that the successful firms have a physical presence within the D/FW Metroplex area. Community contact, design reviews, interaction with local governmental authorities having jurisdiction, construction observation, and other requirements of the required scope of services will require daily physical presence during various phases of the work, which would be difficult to perform from a remote location or on an intermittent schedule. Should any firm not intend to locate within the D/FW Metroplex, this must be clearly stated within the SOQ. An explanation of how the needs of the project as described in the Scope of Work can be fulfilled from the office used must be included in the SOQ.
PROPOSAL OFFER FORM
RFQ No. CS 16-006 – SPECIALTY ENGINEERING, LAND SURVEYING, & COMMISSIONING Services

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

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

I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offerors; or with any Dallas ISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Dallas ISD’s Purchasing personnel; or in any discussions or actions between offer/offerors and any Dallas ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

An individual proprietorship

A partnership

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

Company Officer:

Date: __________________________ Name of Firm: __________________________

Signature: __________________________ Firm’s Address: __________________________

Name: __________________________ Street Address

Please Print

City State Zip

Name: __________________________ Phone #: __________________________

Please Print

Fax #: __________________________

E-mail: __________________________ SS or Fed ID #: __________________________

D&B # __________________________

Acknowledgement of Addenda (if applicable): Addenda No.1 ___ Addenda No. 2 ___ Addenda No. 3 ___

ENVELOPES SHOULD BE PLAINLY MARKED:
“RFQ No. CS 16-006 – SPECIALTY ENGINEERING, LAND SURVEYING, & COMMISSIONING Services
DUE DATE: Monday, March 28, 2016 – 2:00 P.M.”

THIS PAGE MUST BE RETURNED WITH THE RFQ
**PART 1. GENERAL**

### 1.01 Firm Information

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<th><strong>Point of Contact Email Address</strong></th>
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<th><strong>Type of Business:</strong></th>
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<th><strong>List other fully staffed offices or fully staffed branch offices of your organization:</strong></th>
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<td>Name  Branch Manager  Telephone Number</td>
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<th><strong>Corporate Officers, Partners or Owners of Organization:</strong></th>
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<th><strong>Check box(es) corresponding to the nature of your business:</strong></th>
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<td>Large Business (100 or more employees) ___  Small Business (fewer than 100 employees) ___  Minority Owned Business; Certified with __________________________</td>
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<tr>
<td>Women Owned Business; Certified with __________________________________________</td>
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<td>Other (Define) __________________________</td>
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PART 2. RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the items listed below. Responses should be brief and submitted as an attachment to your response package. Please reference each response by its item number indicated below.

1. Please indicate below the type of service(s) your firm can provide in response to this RFQ:
   - Geothermal or ground-source HVAC systems
   - Structural Engineering
   - Mechanical, electrical, and plumbing design
   - Civil Engineering
   - Roofing, waterproofing
   - Energy Efficient and/or sustainable design
   - Land Surveying
   - Commissioning Services
   - Other
   - Other
   - Other
   - Other

2. Qualifications of the firm for the performance of Submitted Services
   - Include a brief profile of the firm’s organization and history.
   - Identify the year the firm was established and the number of years the firm has been in business.

3. Firm’s relevant experience for the performance of Submitted Services
   - Provide a narrative of the firm’s experience, including years of experience in providing the submitted services to public school districts and other governmental entities in the state of Texas.
   - Describe any special training or experience members of your firm possess that may assist in providing the requested (submitted) services.
   - Identify a minimum of three (3) public school districts and/or other governmental entities for which the firm provided the submitted services during the last five (5) years. For each public school district and/or other governmental client provide the name of the entity; dates of the engagement; summary of services provided; and the entity contact name of the individual responsible for overseeing the work of the firm.

4. Firms Proposed Personnel
   - Provide a proposed Team Organization chart including the names and job titles of all key proposed team members who will service the District in this engagement.
   - Provide resumes for each Team member proposed.
   - Describe the firm’s approach to maintaining responsive communication with its clients and keeping the client informed of problems and work progress.

5. Financial Stability
   - The District will use a composite credit rating from Dunn and Bradstreet in validating financial abilities. 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.
6. **Responsiveness to DISD’s stated goals for M/WBE participation.**
   - Complete and submit the M/WBE Compliance Guidelines and Forms Packet.

7. **If Respondent has any exceptions to the Agreement (Attachment A), all such exceptions and/or deviations shall be listed on this page, with complete detailed explanation and information included. The District reserves the right to accept or reject any proposal based upon any exceptions and/or deviations listed below.**

   In the absence of any exceptions and/or deviations listed on this form, the Respondent assures the District of their full compliance with the Agreement (Attachment A) and all other information contained in this RFQ document.

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<th>Name of Firm</th>
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DALLAS INDEPENDENT SCHOOL DISTRICT
CERTIFICATE OF NON-DISCRIMINATION

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

"The Dallas Independent School District does not discriminate on the basis of sex, disability, race, religion, color, age, gender, sexual orientation, and/or national origin in the educational programs or activities which it operates, and it is required by Title IX, Section 504, Title VII, and the Americans With Disabilities Act not to discriminate in such a manner. This policy not to discriminate extends to employment in and admission to such programs and activities."

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

By the signing of this Certificate, the Contractor signifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this proposed Contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it obtained identical certifications from proposed consultants for specific time period) it will obtain identical certification from proposed Subcontractors prior to the award of a Contract exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): Notice to Prospective Subcontractors of requirement for certification of non-segregated facilities.

A certification of non-segregated facilities, as required by the May 19, 1967 Order (32 FR. 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Contract exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.11."

By: Signature:

_______________________________________  ______________________________________
(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)  (CONTRACTOR REPRESENTATIVE SIGNATURE)

Date: Contractor:

_______________________________________  ______________________________________

THIS PAGE MUST BE RETURNED WITH THE RFQ
Texas Education Code, 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:

CONTRACTOR’S NAME: ____________________________________________________________

AUTHORIZED COMPANY OFFICIAL’S NAME (PRINTED): ______________________________

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

   Signature of Company Official: _________________________________________________

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

   Signature of Company Official: _________________________________________________

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

   Name of Felon(s): ____________________________________________________________

   Details of Conviction(s): ______________________________________________________

   ________________________________

   Signature of Company Official: _________________________________________________

   Date: ____________________________

THIS PAGE MUST BE RETURNED WITH THE RFQ
FAMILY CONFLICT OF INTEREST QUESTIONNAIRE

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

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

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

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

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

____________________________________________________________________________________

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

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

____________________________________________________________________________________

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

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

Individual: ___________________________ Date: ___________________________

Entity: ___________________________

By: ___________________________ Date: ___________________________

Signature

Title: ___________________________

Certified this ___________ day of _________, 20____, by ___________________________

Notary Public

Notary Seal

THIS PAGE MUST BE RETURNED WITH THE RFQ
CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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.

<table>
<thead>
<tr>
<th>1</th>
<th>Name of vendor who has a business relationship with local governmental entity.</th>
</tr>
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<tr>
<th>2</th>
<th>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.)</th>
</tr>
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<tr>
<th>3</th>
<th>Name of local government officer about whom the information is being disclosed.</th>
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</table>

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<tr>
<th>4</th>
<th>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.</th>
</tr>
</thead>
</table>

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?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
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</table>

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?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
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<tr>
<th>5</th>
<th>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.</th>
</tr>
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<tr>
<th>6</th>
<th>Check here if you are NOT reporting a conflict with any government officer of Dallas ISD</th>
</tr>
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<tr>
<th>7</th>
<th>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).</th>
</tr>
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<tr>
<th>8</th>
<th>Signature of vendor doing business with the governmental entity</th>
<th>Date</th>
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OFFICE USE ONLY

Date Received: ___/____/_____
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

(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); or

(2) has given to 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:

(2) 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

(3) 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); or

(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.

Officers of the Dallas Independent School District are:

Eric Cowan, Board President, (District 7)
Miguel Solis, 1st Vice President (District 8)
Lew Blackburn, Ph.D., 2nd Vice President (District 5)
Nancy Bingham, Board Secretary (District 4)
Edwin Flores, Ph. D., J.D. (District 1)
Vacant (District 2)
Dan Micciche, (District 3)
Joyce Foreman, (District 6)
Bernadette Nutall (District 9)
Michael Hinojosa, Superintendent of Schools
NON-COLLUSION OFFER FORM

TO: Dallas ISD

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

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

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

________ An individual proprietorship  __________ A partnership

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

Company Officer:

Date: __________________________ Name of Firm: __________________________

Signature: __________________________ Firm’s Address: __________________________

Street Address

Name: __________________________

City State Zip

Title: __________________________ Phone #: __________________________

Please Print

E-mail: __________________________ Fax #: __________________________

SS or Fed ID #: __________________________

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

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;

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

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

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

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

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

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

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

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

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

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK.

SIGNATURE OF OFFEROR: ______________________________ DATE: ______________________________

PRINTED/TYPED NAME OF OFFEROR: ______________________________

COMPANY NAME: ______________________________ TEL#: ______________________________
Minors/Women Business Enterprise (M/WBE) Compliance Guidelines and Forms

To be completed and signed by the Prime Vendor/Contractor

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<th>Phone No:</th>
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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.

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For additional information regarding this form, contact:
M/WBE Department, 3700 Ross Avenue, Box 76, Dallas, TX 75204
Phone: (972) 925-4140, Fax: (972) 925-4141, 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 any procurement document totaling $50,000 or more (single transaction or fiscal year aggregate). If the completed and signed M/WBE Compliance Guidelines & Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.
Minority/Women Business Enterprise (M/WBE) Policy Endorsement

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 all procurement responses totaling $50,000 or more (single transaction or fiscal year aggregate). If the completed and signed M/WBE Compliance Guidelines and Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.

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

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

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.

**Clarification for the Joint Venture and Mentor Protégé Criteria**

1. A company that has currently established a Joint Venture Partnership with a **certified M/WBE** for this proposal may be awarded up to 5 points. 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.

2. The Joint Venture Partnership (as a whole) may submit an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, 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.

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.

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

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

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

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $50,000 or More (Single Transaction or Fiscal Year Aggregate)

Form #3000

Date Issued: 11/12/2015
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.

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

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

☐ Yes  Within the past 4 years, did your company utilize any M/WBE subcontractors, sub consultants, 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:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
**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.

<table>
<thead>
<tr>
<th>Subcontractor/ Supplier</th>
<th>Contact Person &amp; Phone Number</th>
<th>M/WBE Certification Agency</th>
<th>M/WBE Certification Number</th>
<th>Ethnicity/ Gender</th>
<th>Scope of Work</th>
<th>Amount</th>
<th>% of Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td>4</td>
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<tr>
<td>10</td>
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</tr>
</tbody>
</table>

**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.
### Section G. Good Faith Efforts Documentation

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

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

**Special Note**: The good faith efforts documentation is subject to an M/WBE audit. Upon request, you will be required to provide supporting documentation for the purpose of verifying your good faith efforts.

### Section H. Did your company attach a notarized Joint Venture Agreement with a certified M/WBE with this bid/proposal?

- **Yes**: My company attached a notarized Joint Venture Agreement on page ____________.
- **No**: My company did not attach a notarized Joint Venture Agreement.

For additional information, refer to pages three (3) and nine (9) of this document and visit the following website:
http://www.dallasisd.org/Page/1068

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

- **Yes**: My company attached a notarized Mentor Protégé Agreement on page ____________.
- **No**: My company did not attach a notarized Mentor Protégé Agreement.

For additional information, refer to pages three (3) and nine (9) 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: $

   By:
   (Name of the M/WBE Firm) (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)

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $50,000 or More (Single Transaction or Fiscal Year Aggregate)

Form #3000 Date Issued: 11/12/2015
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 3 for additional clarification. If applicable, specify the page number within your bid document that addresses each individual component.

<table>
<thead>
<tr>
<th></th>
<th>Has a meaningful Joint Venture been established?</th>
<th>Available Points</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Is the Joint Venture agreement signed by all partners, and is it notarized?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>What is the MWBE partner(s) percentage participation? ( .25 for 10% and greater, .5 for 20% and greater, .75 for 30% and greater, 1 for 40% and greater)</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Will the MWBE partner have bank signature authority?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Will the MWBE partner have the authority to establish policies, select key employees, assign roles and responsibilities?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Does the insurance recognize the MWBE partner?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Does it provide a provision obligating all parties of the JV to perform and complete performance despite withdrawal of any member for any reason?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>g</td>
<td>Is there a history of the Joint Venture partners working together?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>Does it require the approval of Dallas ISD before the JV partnership can be dissolved?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>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?</td>
<td>0.25</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Is the MWBE partner involved in the operational management of the Joint Venture?</th>
<th>Available Points</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Does it designate the M/WBE as a managing partner and does the M/WBE partner provide senior management?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Does it identify the respective roles and responsibilities of all parties?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Will the MWBE partner be involved in scheduling, progress reviews, subcontractor disputes, and management decisions?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Will the MWBE partner provide equipment, facilities, personnel, or other resources?</td>
<td>0.25</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Is the MWBE partner involved in the financial management of the Joint Venture?</th>
<th>Available Points</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Will the Joint Venture establish a JV bank account?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Will the Joint Venture maintain JV project accounts?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Will the MWBE partner participate in the production and review of financial reports, budgeting, and/or financial forecasting?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Will the MWBE partner be involved in contract negotiations with Dallas ISD and subcontractors?</td>
<td>0.25</td>
<td></td>
</tr>
</tbody>
</table>

Total Available Points

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 3.

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

Total Available Points

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $50,000 or More (Single Transaction or Fiscal Year Aggregate)
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 3 for additional clarification. If applicable, specify the page number within your bid document that addresses each individual component.

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

2 Is the MWBE partner involved in the operational management of the Joint Venture?

<table>
<thead>
<tr>
<th></th>
<th>Available Points</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Does it designate the M/WBE as a managing partner and does the M/WBE partner provide senior management?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>b Does it identify the respective roles and responsibilities of all parties?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>c Will the MWBE partner be involved in scheduling, progress reviews, subcontractor disputes, and management decisions?</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>d Will the MWBE partner provide equipment, facilities, personnel, or other resources?</td>
<td>0.25</td>
<td></td>
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</table>

3 Is the MWBE partner involved in the financial management of the Joint Venture?

<table>
<thead>
<tr>
<th></th>
<th>Available Points</th>
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<tbody>
<tr>
<td>a Will the Joint Venture establish a JV bank account?</td>
<td>0.25</td>
<td></td>
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<tr>
<td>b Will the Joint Venture maintain JV project accounts?</td>
<td>0.25</td>
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<tr>
<td>c Will the MWBE partner participate in the production and review of financial reports, budgeting, and/or financial forecasting?</td>
<td>0.25</td>
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</tr>
<tr>
<td>d Will the MWBE partner be involved in contract negotiations with Dallas ISD and subcontractors?</td>
<td>0.25</td>
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</table>

Total Available Points 5.00

Mentor Protégé Analysis

The Mentor Protégé Agreement will be evaluated based upon the below referenced criteria. There is a maximum of 1 point available in this category. The protégé must be an M/WBE. If you’re responding as a joint venture, refer to page 3.

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

Total Available Points 1.00

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling $50,000 or More (Single Transaction or Fiscal Year Aggregate)

Form #3000

Page 10

Date Issued: 11/12/2015
RFP No. CS #16-006 SPECIALTY ENGINEERING, LAND SURVEYING, & COMMISSIONING SERVICES

ATTACHMENT A – AGREEMENT
THE MASTER AGREEMENT
FOR
Professional Services
WITH
[Legal Name of Vendor ]

AWARDED BY BOARD DOCUMENT NO. [Include From Awarding Document To Vendor, Approved under RFP/RFB No. XX-XXXXXX at Month, Date, Year Board Meeting – Agenda Item No. X]

The Agreement Follows:

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE THEREOF, IS SUBJECT TO ARBITRATION.
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Exhibit A Scope of Work and Services to be Provided By Vendor  
Exhibit B Form for Assignment of Work  
Exhibit C Insurance for Contracts  
Required Risk Management Review Document  
Exhibit D M/WBE Plan  
Exhibit E Conflict of Interest Questionaire  
Exhibit F Additional Services Form
Master Agreement for Professional Services

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

RECITALS:

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

Professional Services per [insert description of RFQ or RFP] and

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

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

   a. This Master Agreement is intended to apply to any specific specialty engineering, Land Surveying and/or commissioning projects assigned by District. The scope of the work ("Work"), is set forth in Exhibit A attached hereto, which shall list the services to be provided by Vendor. The Work shall be provided in preparation for, and production of, detailed services, which must be coordinated with any separate contractors or contractors furnished by the District. Specific projects will be made by means of a written Assignment of Work based upon the form attached to this Master Agreement as Exhibit B. An Assignment of Work shall be effective only if it is in writing and signed by both the Vendor and the District. The Assignment of Work must identify the specific site or sites and contain the Time for Performance of the project or projects. All Exhibits referenced in this Master Agreement are incorporated in this Agreement and made a part hereof for all purposes.
   b. Vendor shall obtain all approvals and make payment for any and all permits that are necessary for the performance of the Work.
   c. District shall provide Vendor with a program of its requirements for the Work or for work by others which utilize Vendor's Work Product ("Program"). The Program may be a series of documents or other communications. Vendor shall, at all times, conform its Work to the requirements of the Program and to the requirements of District.

2. Time.
   a. Term of Master Agreement: The Agreement is effective on [date] and terminates on [date] and shall continue for [written number followed by (x)] years. All the work required by this Master Agreement shall be completed and ready for acceptance by the District no later than [date]. At the option of the District the Agreement may be renewed for additional XX year terms, provided that the District has given Vendor written notice of the District’s intention to renew not later than thirty (30) days prior to the expiration of the then current term and provided further that at the time that
the District gives its written notice of the Vendor is not in default and the Agreement has not been terminated.

3. **Vendor’s Duties and Representations.**

   a. The District may contract separately with a Program Manager for this Work who shall assume certain activities and responsibilities for the District. The Vendor agrees to cooperate and provide services in conjunction with the Program Manager, as directed by the District. The management and reporting systems used by the District and/or Program Manager, including the assignment of the Program Manager, may be changed by the District during the Work.

   b. District hereby expressly reserves the right from time to time to designate by notice to Vendor a representative to act partially or wholly for District in connection with the performance of District's obligations hereunder. The Vendor agrees to cooperate and provide services in conjunction with the District Representative, as directed by the District. Contractor shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

   c. Vendor covenants with District to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of District in accordance with District’s requirements and procedures, in accordance with the highest standards of Vendor’s profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Vendor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.

   d. The extent that Vendor provides services pursuant to this Agreement that include engineering services, Vendor covenants and agrees to perform Engineering Services: (i) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

   e. Vendor warrants, and agrees that the Work will be accurate and free from any material errors. The Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval of the Work by the District nor shall the Vendor be released from any liability by reason of such approval by the District, it being understood that the District at all times is ultimately relying upon the Vendor's skill and knowledge in performing the Work.

   f. The Vendor represents, and agrees that all persons connected with the Vendor directly in charge of the Work are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

   g. Vendor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Vendor has been duly authorized to act for and bind Vendor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Vendor has been duly authorized to act for and bind Vendor.

   h. Neither the execution and delivery of this Agreement by Vendor nor the performance of its obligation hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Vendor is bound, or any agreement by which Vendor is bound or to the best of the Vendor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Vendor.
i. Except for the obligation of District to pay Vendor certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Vendor for payment pursuant to this Agreement, no present or future partner or affiliate of District or any agent, officer, director, employee, or trustee of the District, or anyone claiming under District has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Agreement.

4. **The Contract Sum.**

a. The District shall pay Vendor in current funds for the performance of the Work. The Contract Sum must be stated in the Assignment of Work for the specific project or projects (see Exhibit B).

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

5. **Payment Terms.**

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

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

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

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

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

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

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

g. In the event a federal grant or other federal financing participates in the funding of this Project, the Vendor shall permit access to and grant any federal representatives the right to examine his books covering his work under this Agreement. The Vendor shall comply with federal requirements as they relate to this Project.

h. For purposes of Texas Government Code §§ 2251.021(a)(1) and 2251.021(a)(2), the date the performance of service is completed, and the date goods are received, is the date when the District's representative approves the invoice.

6. **Ownership and Use of Documents.**

a. All documents and materials particular to the Work prepared by Vendor or Vendor's subcontractors and subcontractors ("Work Material") are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.

b. Except for such Work Material which is intended to be made public as part of the Project, Vendor shall treat all such Work Material as confidential, and Vendor shall neither use any such Work Material or copies thereof on other work nor disclose such material or information to any other party without District's prior written approval.

7. **Default and Termination.**

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

b. District may without cause or for the convenience of the District terminate this Agreement at any time upon giving seven (7) days' advance written notice to the Vendor. Upon termination pursuant to this paragraph, the Vendor shall be entitled to payment of such amount as shall compensate Vendor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Vendor shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Vendor shall have delivered to District all reports, documents and other materials prepared by Vendor prior to termination. District shall not be required to reimburse Vendor for any services performed or expenses incurred after the date of the termination notice.

c. As of the date of termination of this Agreement, Vendor shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Vendor in connection with its responsibilities hereunder. District shall have the right to use the ideas and designs therein contained for the completion of the work hereunder or otherwise. In the event of termination of this Agreement or upon completion of the work hereunder, the District may, at all times, retain the
originals of all such materials. All such materials are the property of the District. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.

d. If Vendor fails to cure any default hereunder within fifteen (15) days after receiving written notice of such default, District shall be entitled, but shall not be obligated, to cure any such default and shall have the right to offset against all amounts due to Vendor hereunder, any and all reasonable expenses incurred in connection with such curative actions.

8. Indemnification.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE VENDOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VENDORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, THE ARCHITECTS, ENGINEERS, AND THE PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE VENDOR, ANY SUBCONTRACTOR, SUB-VENDOR, 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 VENDOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING VENDOR 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 VENDOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY VENDOR, 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.

VENDOR SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY VENDOR, OR BY DISTRICT AT THE DIRECTION OF VENDOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY VENDOR AND VENDOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. VENDOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S OR ARCHITECT'S OR ENGINEER'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH VENDOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of these indemnification obligations, such legal limitations are made part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and so modified, the indemnification obligations shall continue in full force and effect.

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

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

9. Independent Vendor

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

10. Insurance

a. Vendor, consistent with its status as an independent vendor, shall carry at least the following insurance in such form, in such companies and in such amounts, unless otherwise specified, as District may require. Such insurance is listed in Exhibit C. All insurance must carry a waiver of subrogation and other requirements as listed in Exhibit C.

b. The Vendor shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Vendor.

c. Vendor shall deliver to District:

(1) Certificates evidencing the existence of all such insurance within ten calendar days after the execution of the agreement and prior to the performance or additional performance of any services to be performed by Vendor hereunder from or after the date of this Agreement. Should the Vendor fail to deliver to the District these certificates in the form and in the manner specified within the required ten calendar days or as may be extended in writing by the District at its sole discretion; it is agreed that the agreement is void and of no effect.

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

(3) Such Certificates shall name District as an Additional Insured, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to District, giving the District the right to pay the Premium to maintain coverage, in which event Paragraph 11.d. (2) shall apply.
d. The insurance policies required in this Agreement shall be kept in force for the periods specified below:

(1) Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Vendor;

(2) Workers' Compensation Insurance shall be kept in force until the Vendor's Services have been fully performed and accepted by District in writing.

e. Contracts below $25,000 have no specific insurance requirements unless otherwise required by Risk Management with the exception of a vendor providing some type of medical service.

11. **Miscellaneous.**

a. **Assignment.** Vendor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by District. The Vendor shall not subcontract any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein.

b. **Compliance with Applicable Laws and District Policies.** The vendor shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this contract. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights Amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at [www.dallasisd.org](http://www.dallasisd.org) under Board of Trustees/District Policies.

c. **Texas Public Information Act (TPIA).** Contractor 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 officer’s or employee’s official capacity and the information pertains to official business of the Dallas ISD.

Contractor 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 Contractor has clearly marked as confidential and/or proprietary, Dallas ISD will provide Contractor with the required notices under the TPIA. Contractor acknowledges that it has the responsibility to brief the Attorney General’s Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

d. **STUDENT CONFIDENTIALITY.** Vendor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family educational Rights and Privacy Act (FERPA). Vendor is receiving student information in compliance with the requirements and exceptions outlined in FERPA. Vendor acknowledges that it must comply with said law and regulations and safeguard student information. Vendor may not re-disclose the information to a third party without prior
written consent from the parent or eligible student. Vendor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

i. Vendor will be provided with the following information:

ii. [Fill in the blanks]

iii. When the information is actually given to the vendor, the following statement should be included on the cover page:

iv. This document contains personal information from a student’s education records. It is protected by the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g) and may not be re-released without prior written consent of the parent or eligible student.

e. Suspension of the Work for the Convenience of the District. District may, without cause, order the Vendor in writing to suspend, delay or interrupt the Work in whole or in part for such time period as District may determine. Vendor shall be compensated for all services actually performed prior to receipt of written notice from District of such suspension, delay or interruption, together with any reimbursable expenses then due. If the Work is resumed after being suspended, delayed or interrupted for more than three months, the Vendor’s compensation may be equitably adjusted if, in the District’s reasonable opinion, such adjustment is warranted. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Vendor is responsible.

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

g. Certain Bids and Contracts Prohibited. By signing this Agreement, the undersigned certifies as follows: “Under Section 2155.004, Texas Government Code, the 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.”

h. Loss of Funding and Commitment of Current Revenue. Termination of the Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Vendor as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Vendor will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

i. Modifications. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Vendor.

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

k. Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that exclusive venue shall be in Dallas County, Texas.
l. **Waivers.** No delay or omission by either of the parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

m. **Proprietary Interests.** With the exception of prior copyrighted or trademarked materials of the Vendor, Vendor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, whether or not any of the same is accepted or rejected by District, shall remain the property of District and shall not be used or published by Vendor or any other party without the express prior consent of District. In implementation of the foregoing, Vendor hereby grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with District in any steps District may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed or used by District which is communicated to, learned, developed or otherwise acquired by Vendor in the performance of consulting services for District, which is not generally known to the public, shall be confidential and Vendor shall not, beginning on the date of first association or communication between District and Vendor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Vendor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Vendor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Vendor as an independent vendor of District in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of District. Vendor shall obtain assurances similar to those contained in this Subparagraph from persons, vendors, and subcontractors retained by Vendor. Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause District irreparable injury and damage. Vendor, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

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

o. **Appointment.** District hereby expressly reserves the right from time to time to designate by notice to Vendor a representative to act partially or wholly for District in connection with the performance of District's obligations hereunder. Vendor shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

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

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

   (1) If to District: [Name of District Officer]
   Dallas Independent School District
   3801 Herschel Ave.
   Dallas, Texas 75219
With Copies to: [Name of District Officer]
Dallas Independent School District
[Street Address] Box [#]
[City, State Zip]

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

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

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

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

t. **Nondiscriminatory Employment.** In connection with the execution of this Contract, the Vendor shall fully comply with the District's non-discrimination requirement cited below.

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

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

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

u. **District Representative.** The District may designate a District Representative for this Work who shall assume certain activities and responsibilities attributed to the District in this Agreement. The Vendor agrees to cooperate and provide services in conjunction with the District Representative, as directed by the District.

v. **Conflict of Interest.** No employee of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
w. Business Ethics.
   i. During the course of pursuing contracts, and the course of Contract performance, Vendor and its subcontractors and vendors will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or Vendors of the District, or to any of their family members. At any time Vendor believes there may have been a violation of this obligation, Vendor shall notify the District of the possible violation. The District is entitled to request a representation letter from Vendor, its subcontractors or vendors at any time to disclose all things of value passing from Vendor, its subcontractors or vendors to District's personnel, its trustees, officers, agents, or Vendors.

   ii. The District may, by written notice to the Vendor, cancel the Agreement without liability to the Vendor if it is deemed by the District that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Vendor, or any agent, or representative of the Vendor, to any officer or employee or agent of the District, or to any of their family members, with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Agreement is cancelled by the District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

x. Subcontractor Contracts. The Vendor shall contract with each of its subcontractors, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement.

   a. Additional Services Proposal. From time to time District may request that Vendor perform services in addition to those services required or reasonably inferable herein (such services in addition are hereinafter called “Additional Services”). Each time that Vendor is requested to perform Additional services and prior to performing such Additional Services, Vendor shall complete and forward to District an Additional Services Proposal in the form of Exhibit G attached hereto, which shall describe in detail the nature or scope of the Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Vendor is prepared to perform such Additional Services, together with a proposed schedule for the performance of such Additional Services. Vendor shall proceed only after written acceptance by District of the Additional Services Proposal and written approval from the District to proceed with an authorized transaction.

   b. If District concludes that all or part of the services described in the Additional Services Proposal are services already required to be performed by Vendor pursuant to this Agreement or are reasonably inferable therefrom, then District shall notify Vendor of District’s determination and District and Vendor shall attempt in good faith to resolve by negotiation their difference. If within seven business days District and Vendor are unable to resolve their differences, then Vendor shall nevertheless perform the services requested by District as if the services were required to be performed pursuant to this Agreement, without prejudice, however, to Vendor’s right to pursue a claim for compensation for the reasonable value of such services.

This section shall apply to any Vendor that provides services provided to this Agreement that might include engineering services. The Vendor shall comply with Texas Occupations Code Title 6, Subtitle A Chapter 1001. Vendor shall comply with 19 Texas Administrative Code 61.1036 (c); which is copied below: “(c) Certification of design and construction.”
(1) “In this section, the word "certify" indicates that the architect or engineer has reviewed the standards contained in this chapter and used the best professional judgment and reasonable care consistent with the practice of Architecture or Engineering in the State of Texas in executing the construction documents. The architect or engineer also certifies that these documents conform to the provisions of this section, except as indicated on the certification.

(2) “The school district shall notify and obligate the architect or engineer to provide the required certification. The architect’s or engineer’s signature and seal on the construction documents shall certify compliance.

(3) “To ensure that facilities have been designed and constructed according to the provisions of this section, each of the involved parties shall execute responsibilities as follows.

(A) The school district shall provide the architect or engineer the educational program and educational specifications approved by the board of trustees as required by this subchapter, and building code specifications for the facility. If a school district has a long-range school facility plan, it shall also be provided to the architect or engineer.

(B) The architect or engineer shall perform a building code search under applicable regulations that may influence the project, and shall certify that the design has been researched before it is final.

(C) The architect or engineer shall also certify that the facility has been designed according to the provisions of this section, based on the educational program, educational specifications, long-range school facility plan, building code specifications, and all documented changes to the construction documents provided by the district.

(D) The building contractor or construction manager shall certify that the facility has been constructed in general accordance with the construction documents specified in subparagraph (C) of this paragraph. If the school district acts as general contractor, it shall make the certification required by this paragraph.

(E) When construction is completed, the school district shall certify that the facility conforms to the design requirements specified in subparagraph (A) of this paragraph.

(F) The certifications specified in subparagraphs (A)-(E) of this paragraph shall be gathered on the "Certification of Project Compliance" form developed by the Texas Education Agency (TEA). The school district will retain this form in their files indefinitely until review and/or submittal is required by representatives of the TEA.”

There are no obligations, commitments, or impediments of any kind known at the time of execution of this Agreement that will limit or prevent performance of Vendor’s Services. Should Vendor fail to comply with the standard of care required, Vendor’s responsibilities under this Agreement, or the applicable laws, regulations, codes, ordinances, and orders, Vendor hereby agrees to bear the legally recoverable cost of correcting Vendor’s Services and the services of its consultants.

14. **Sales Tax Exemption.**

a. The Vendor 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 Vendor may be held liable as a consumer or user of goods, or otherwise without addition to the contract price. The Vendor 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 Vendor may provide an exemption certificate in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Agreement, as well as all materials, supplies, equipment, another tangible personal property used or consumed by the Vendor in performing this Agreement with the Dallas Independent School District. The Vendor 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 Vendor and shall only be used in performance of this Agreement. Vendor shall cause such items to promptly be marked, labeled, or otherwise physically labeled as District's property. Vendor shall cause items purchased under a resale certificate to send the receiving ticket to the District to be added to inventory before use by the Vendor. Any tangible personal property purchased under a resale certificate as described above and not fully used up in the performance of the Agreement shall remain with the District.

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

a. Felony Conviction Notice. Vendor shall certify compliance with Texas Education Code 22.0834 and Education Commissioner’s rules regarding criminal history record review for all employees, applicants for employment, agents or subcontractors of the Vendor. Additionally, before entering into a contract with District, Vendor must give advance written notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate this Agreement pursuant to Article 7 Default and Termination if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

b. Criminal Background Check and Identification Badge. Vendor will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Vendor if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Vendor 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. Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a “location where students are regularly present.” The Vendor’s employees, agents, and subcontractors subject to this Article 14 shall be identified by a photographic identification badge, issued by a District approved third party company at the Vendor’s expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Vendor’s violation of this section shall constitute a substantial failure under Article 7 Default and Termination.

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

d. Vendor’s violation of this Article 14 will constitute a substantial failure under Article 7 Default and Termination.


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

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

17. **Agreement.**

a. The Agreement between the Parties consists of this Master Agreement, Exhibit A Scope of Work, Services to be Provided by Vendor; Exhibit B Assignment of Work; Exhibit C Insurance For Contracts; Exhibit D M/WBE Plan; Exhibit E Conflict of Interest Questionaire; Exhibit F any properly authorized Additional Services; the Authorized Transaction documentation; the Purchase Order (including the reverse side); and if utilized in obtaining the services herein described, procurement documents.

b. This Agreement supersedes all prior agreements, written or oral, between Vendor and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by District and Vendor.

c. In the event of conflict, the following order of precedence shall be followed.

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

18. **Claims And Disputes.**

a. **Pre-Litigation Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Vendor. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this agreement without first submitting the Claim to Mediation.

b. **Claims for Consequential Damages.** The Vendor and Owner waive Claims against each other for Consequential damages arising out of or relating to this Contract. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8. Nothing contained in this Subparagraph 18 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Contract Documents.

c. **Texas Tort Claims Act.** Owner does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Contract Documents or any action required of the Owner by the Contract Documents shall be interpreted to be such a waiver.

**NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DisPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.**
19. **Communication with Owner Personnel, Board Members, and Standards of Conduct.**

a. Vendor shall restrict communications to the Office of Construction Services and necessary Owner staff, and unless otherwise directed shall direct all communication through the Office of Construction Services. Owner’s Board Policies CHE (LOCAL) and CAA (REGULATION) forbid Vendors from contacting Board members individually **at any time during the procurement process or during the performance of any contract.** Board Policy CHE (LOCAL), for General Procurement process and CAA (REGULATION) for Technology Purchases eligible for E-Rate funding detail these restrictions.

b. Vendor is aware of Owner policies and procedures regarding tobacco use, alcohol use, conflicts of interest, and other matters, and shall abide by the intent of these policies as described for Owner employees and others in Board of Trustee Policies, published at Owner’s direction at [http://www.tasb.org/policy/pol/private/057905/](http://www.tasb.org/policy/pol/private/057905/).

c. Owner’s Board Policies CHE (LOCAL) and DBD (LOCAL) prohibit Vendors from using former employees of Owner to work on, or have any involvement, in Owner-related business performed or provided by that Vendor for a period of two years, for the Superintendent of Schools, Chiefs, Executive Directors, and Directors or equivalents, and 18 months for all other former employees. VENDOR agrees to abide by these policies.

d. As part of that responsibility, Vendor shall enforce Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Vendor's employees, sub-Contractor, sub-consultants, and all other persons carrying out the Services.

e. Vendor shall require all these professionals, workers, or others, whether Vendor’s own forces or the forces of Vendor's sub-Contractor, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students, and teachers, staff and visitors, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff.

f. All areas of campus, other than the defined construction area, shall be off limits to Vendor's forces, unless their work assignment specifies otherwise. Vendor shall also require adequate and appropriate dress and identification of Vendor's employees, sub-Contractor, and all other persons carrying out the Work. Vendor shall further ensure that no on-site fraternization shall occur between personnel under Vendor's and subcontractor's or sub-consultant’s direct or indirect supervision and Owner's students or employees and the general public.

g. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all Services on any of Owner’s property and immediate removal from the site.

h. Vendor shall at all times maintain professional conduct and decorum and not permit conduct that would detract from the necessary community respect.

20. **Vendor Conduct.**

a. Sexual harassment of employees of the Vendor or employees or students of Owner by employees of the Vendor is strictly forbidden. Any employee of the Vendor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Vendor, including dismissal.

b. The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its Subcontractors. It is understood and agreed that the relationship of Vendor to Owner shall be that of an independent vendor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Vendor the
agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Vendor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Project shall relate to the results the Owner desires to obtain from the Project, and shall in no way affect Vendor's independent vendor status described herein.

c. Vendor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Vendor's employees, subcontractors, and all other persons carrying out the Agreement. Vendor shall require all construction workers, whether Vendor's own forces or the forces of Vendor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Vendor's forces, unless their work assignment specifies otherwise. Vendor shall also require adequate and appropriate dress and identification of Vendor's employees, subcontractors, and all other persons carrying out the Work. The Vendor shall further ensure that no on-site fraternization shall occur between personnel under the Vendor's and subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner’s property and immediate removal from the site. Repeated termination of Vendor's or Vendor's subcontractor's forces, or one serious infraction, can result in the immediate termination of this Agreement by Owner.
Neither the execution of this Contract by the District nor any other conduct of any representative of the District relating to the Contract shall be considered a waiver of governmental immunities available to the District.

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

Vendor:

__________________________________

__________________________________

Vendor:

__________________________________

__________________________________

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

FOR THE VENDOR

By:

__________________________________

PRINT NAME OF PERSON SIGNING FOR VENDOR

Signature:

__________________________________

VENDOR REPRESENTATIVE SIGNATURE

Title:

__________________________________

TITLE OF VENDOR’S REPRESENTATIVE

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

FOR THE DISTRICT

By:

__________________________________

PRINT NAME OF REPRESENTATIVE- SEE FOOTNOTE

Signature:

__________________________________

DISTRICT REPRESENTATIVE SIGNATURE

Title:

__________________________________

TITLE OF DISTRICT REPRESENTATIVE

School Attorney:
Approved as to form.

By:

__________________________________

SIGNATURE OF SCHOOL ATTORNEY
EXHIBIT A
SCOPE OF WORK AND SERVICES TO BE PROVIDED
BY CONSULTANT

<Insert Vendor Services Listed from RFQ>
EXHIBIT B
ASSIGNMENT OF WORK

1. This Assignment of Work is between

[ legal name w/ dba name of firm ]

(“Vendor”) and the Dallas Independent School District (“District” or “Owner”) and is effective on the date executed by the District.

2. This Assignment of Work between Vendor and District is subject to the Master Agreement for Property Management Services for Multiple Sites between District and Vendor dated _____.

[ enter date from the original Agreement ]

3. The Project(s):

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

Description of Services to be done at the site referenced above: (See Exhibit A)

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Bid Package</th>
<th>Org</th>
<th>Project Type</th>
<th>Lump Sum ($)</th>
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<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>N=New</td>
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<td></td>
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<td>R=Renovation</td>
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<td>A=Addition</td>
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<td>E=Expansion/Renovation</td>
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<td>C</td>
<td>D</td>
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<td>E</td>
</tr>
</tbody>
</table>

[ project name ] [ ### ] [ ### ] [ fill in type ] $0.00

B (Schedule)

Schedule – To be completed no later than [ fill in date ] (See Exhibit A)

C (Payment for Services)

Total Basic Services Fee for this Assignment of Work =

[ fill in total cost $ (spell out in words) ] (See Exhibit A)
4. All provisions of the Master Agreement shall remain in full force and effect. Terms as used herein are as defined in the Master Agreement. The attached Schedule for Performance of Services is agreed to be an essential part of this Assignment of Work.

Neither the execution of this Assignment by the District nor any other conduct of any representative of the District relating to the Assignment shall be considered a waiver of governmental immunities available to the District. This Assignment of Work is effective on the date this Assignment of Work is executed by the District/Owner and not prior thereto.

FOR THE VENDOR
By:

FOR THE DISTRICT
By:

______________________________________________
AUTHORIZED DISTRICT REPRESENTATIVE

______________________________________________
DATE

Approved as to Form:
By:

______________________________________________
SCHOOL ATTORNEY
EXHIBIT C
INSURANCE REQUIREMENTS

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

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

<table>
<thead>
<tr>
<th>Workers’ Compensation</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability</td>
<td>$500,000 per accident/$500,000 per person</td>
</tr>
</tbody>
</table>

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

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

Professional Liability $1,000,000 per claim

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

All Builders Risk Not required by Vendor

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

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

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<td>$500,000 per accident/$500,000 per person</td>
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</table>

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

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

Professional Liability $1,000,000 per claim
Umbrella Policy $1,000,000 per occurrence/ $1,000,000 aggregate

All Builders Risk Not required by Vendor

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

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

**NOTE:** Contracts below $25,000 have no specific insurance requirements unless otherwise required by Risk Management with the exception of a vendor providing some type of medical service.
REQUIRED RISK MANAGEMENT REVIEW DOCUMENT

Review of Insurance Requirements for Contracts

Date: ________________

Vendor: ____________________

Buyer: ____________________  Fax #: ________________

Contract Amount: ________________

Description of Service to be Provided: ____________________

________________________

General Liability Coverage - Approved □  Disapproved □

Automobile Coverage - Approved □  Disapproved □

Worker’s Compensation - Approved □  Disapproved □

Professional Error’s & Omissions - Approved □  Disapproved □

Umbrella Policy - Approved □  Disapproved □

Payment/Performance Bond- Approved □  Disapproved □

Reason(s) for disapproval: ____________________

________________________

________________________

________________________

________________________

Completed by: ____________________

RISK MANAGEMENT DEPARTMENT

Phone 972.925.4063  Fax 972.925.4011  LaTRobinson@dallasisd.org

(Include signed form in agreement w/ insurance certificate)
EXHIBIT D

M/WBE PLAN

[Attach final signed forms after the review page]

[Initial forms submitted with procurement may be utilized]
EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

[Attach final signed form]
EXHIBIT F

ADDITIONAL SERVICES PROPOSAL FORM

_____________________, 20__

_____________________
_____________________
_____________________  

Re:

Dear Sir/Madam:

Please refer to the Master Agreement dated ______________, 20__ between THE DALLAS INDEPENDENT SCHOOL DISTRICT ("Owner") and the undersigned___________ ("Vendor") (hereafter called the "Agreement") pursuant to which Vendor is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

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

   (Description of Services.)

2. Vendor agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee which will not exceed ______________ Dollars ($__________) and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services, but which reimbursement for expenses will not exceed ______________ Dollars ($__________).

3. Vendor will perform the services in accordance with any schedule attached hereto (attach schedule if applicable), but in any event not later than ______________ (_______) calendar days after Vendor is authorized to proceed.
If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter at the space provided for this purpose and by inserting the date upon which Vendor is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Sincerely,

[VENDOR]
By: ________________________________
Name: ________________________________
Title: ________________________________

Accepted this __________ day of ______________________, 20__. Vendor is authorized to commence performance of the Additional Services upon receipt of Purchase Order.

[OWNER]
By: ________________________________
Name: ________________________________
Title: ________________________________

Approved as to form:

_________________  Date: ________________

School Attorney