



# Dallas Independent School District

## Request for Proposal

RFP# JB-204593 -

### Digital Signage Media Casting Solutions

#### I. Notice to Offerors

The Dallas Independent School District ("Dallas ISD") is soliciting sealed competitive proposals (hereafter called proposal) for the products/ services per the scope of work stated elsewhere in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the Offeror's name and address and proposal number **RFP # JB-204593 -**

### Digital Signage Media Casting Solutions

To:

John Blythe  
Procurement Services Office  
Dallas Independent School District ISD  
3700 San Jacinto Street  
Dallas, TX 75204

Proposals will be received at the above address until **2:00 PM**, November 6, 2015 . Proposals will be opened as received. Prices will not be read, nor disclosed in any other manner until award is made.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. Dallas ISD will not be responsible for mail delivered from the post office. Offerors should submit sealed proposals and all required forms together with any material required by this RFP by the time and date specified. **Please note, required forms can be completed electronically if proposal is opened in Adobe Acrobat Pro or Internet Explorer, otherwise the required forms will need to be printed and filled out by hand. Required forms can be found on the left hand side of the document as an attachment.** All proposals must remain open for ninety (90) days from the opening date pending acceptance by Dallas ISD.

The District is seeking to contract with the most highly qualified Respondent(s) for products and/or services related to providing:

**Turn-key Digital Signage Media Casting solution featuring district-wide central digital content and system management.**

Any agreement resulting from this Request for Proposal ("RFP") will be awarded on the basis of demonstrated competence and qualifications to perform such services for a fair and reasonable price. The resulting agreement will be a service agreement resulting from competitive negotiations as described herein and required by state law.

Proposal Timeline	
Release RFP	October 7, 2015
RFP Due	November 6, 2015 by 2:00 P.M.
Pre-Bid Meeting (If applicable)	
Evaluation and Selection	See Requirements Section
RFP Provider Selection Approved	January 28, 2016
Advertising Dates	October 7 & 14, 2015
Question Deadline	October 16, 2015
Question Response	October 21, 2015

## II. Instructions to Offerors

RFP# JB-204593 -

### Digital Signage Media Casting Solutions

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

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

1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal) is submitted will be construed by the Dallas ISD Board of Trustees to indicate that the Offeror agrees to carry out the furnishing of products/services in full accordance with the scope of work and other contract documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation desired by an Offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested in writing to Dallas ISD, John Blythe, Buyer, 3700 San Jacinto St., Dallas, Texas 75204 with sufficient time allowed for a reply to reach Offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective Offeror will be furnished to all prospective Offerors as an addendum to the RFP and posted to the Dallas ISD website.

1.4 Dallas ISD's Procurement Services official contact for this contract is John Blythe, Buyer. Questions regarding specifications may be submitted by e-mail at [jblythe@dallasisd.org](mailto:jblythe@dallasisd.org).

1.5 The terms *Offeror*, *Contractor*, and/or *Vendor* refer to the person/firm that submits the offer to this solicitation document. The terms *Dallas ISD*, *Owner*, *District*, and/or *Government Entity* refer to Dallas Independent School District.

**2.0 SCOPE OF WORK.** Offerors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the Offeror's risk. Offers submitted on unauthorized forms or with different terms or provisions may be considered to be non-responsive.

**3.0 INFORMATION REQUIRED.** Each Offeror shall provide the information required by the RFP documents. The Offeror shall sign all required forms (see section 18 of the General Conditions) and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously supplied to Dallas ISD.

**4.0 SUBMISSION OF PROPOSALS.** The Offeror should propose his/her lowest and best price and F.O.B. destination on each item. Sealed proposals shall be submitted and marked on the outside with the Offeror's name, address, and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time stamped at Dallas ISD's Procurement Office on or before the published deadline date and time shown on the RFP. **Proposals received after the published time and date cannot be considered and will be held for pick up or destroyed. Faxed or emailed proposals will not be accepted.** Proposals may be delivered in person or addressed to:

John Blythe

Buyer

3700 San Jacinto Street  
Dallas, Texas 75204

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

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

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

**4.4 Failure to manually sign and complete the M/WBE forms will identify the Proposal as non-responsive.**

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

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

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

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

(This Section Left Blank Intentionally)

### III. General Conditions

RFP# JB-204593 -

#### Digital Signage Media Casting Solutions

##### **1.0 SCOPE OF PROPOSAL.**

1.1 The Dallas Independent School District (Dallas ISD) is accepting Request for Proposals from qualified vendors to submit proposals to perform Digital Signage Media Casting Solutions

1.2 The district will award this RFP to a single respondent(s) based upon the evaluation of all proposals received. A service agreement will be executed with the successful Offeror as a result of this process. More details are included in the Scope of Work section of this Request for Proposals (See Section V).

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

1.4 This request for proposal is for:

Digital Signage Media Casting Solutions

effective January 29, 2016 and terminating on January 29, 2018 with Two (2) one - year options pending Board approval and contract completion. Dallas ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds. A "Notice of Termination" will be delivered to the offeror specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

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

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

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

**4.0 GENERAL EVALUATION.** Dallas ISD will generally award contracts based upon the lowest, responsive, reasonable offer, price and other factors considered. It is not the practice of the district to purchase on the basis of low price alone. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that a contract specifies a unit price basis. The compensation paid by Dallas ISD shall be based upon the actual quantities supplied.

In determining the lowest responsive offer, Dallas ISD may consider, in addition to price, other factors such as compliance with the RFP documents, delivery requirements, suitability of product, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the Offeror, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with Dallas ISD's Affirmative Action policies and goals.

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

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

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

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

- 1). **Price:** Vendors will need to include a fair estimate of the services described in the RFP on the Pricing and Delivery schedule form included on the Pricing and Delivery Form.
- 2). **Quality of Vendor's goods and services:** Vendor will need to provide a summary regarding the quality of the Vendor's goods and services.
- 3). **Reputation of the Vendor and Vendor's goods and services:** Vendors will need to include a summary of their reputation as a company as well as provide a summary of the goods and services the Vendor provides.
- 4). **The extent to which the goods and services meets the District's needs:** Vendor will need to include an explanation as to how their goods and services will meet the needs of the District as outlined in the scope of work for this RFP.
- 5). **Vendors past relationship with the District:** If Vendor has completed any past, relevant work with Dallas ISD or any other school district, Vendor will need to include a brief summary of the work completed along with references as outlined in the Proposal Form.
- 6). **M/WBE:** Minority and Women-Owned business will receive extra points on the evaluations, however all Offerors must complete and submit the M/WBE forms or the proposal will be considered non-compliant and will be disqualified.
- 7). **Long-term cost to the District to acquire the Vendors goods and service:** Vendor shall provide any estimations as to long term cost of the goods and services in reference to the Scope of Work provided in the RFP.
- 8). **Whether the Vendor or the Vendors ultimate parent company or majority owner:** Vendor will need to notify District of whether:
  - A) Vendor has principal place of business in this state; or
  - B) Vendor employs at least 500 persons in this state.

**9). Any other relevant factor listed in the request for proposal**

**4.5 SELECTION PROCESS**

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

4.5.2 - Pricing - All fees and charges should be included in the prices section. However, if the Offeror anticipates any extraordinary charges, they must be detailed in the proposal on the Pricing and Delivery Schedule Form.

4.5.3 - A(n)

Digital Signage Media Casting Solutions

which has the most compatibility with the environment and which best meets the complete needs of the Dallas Independent School District.

4.5.4 - Proposal will be evaluated and scored independently by each member and the scores will be compiled to generate a combined score. The proposals will be ranked in order, beginning with one, then two, three, and so on, until all proposals have been ranked. The proposal receiving the highest combined point total will be ranked number one and the remaining proposals will be ranked following that method.

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

**5.0 RESERVATION OF RIGHTS.** Dallas ISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFP;
- (e) Consider and accept an alternate proposal as provided herein when most advantageous to Dallas ISD;
- (f) Dallas ISD has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (g) Procure any item or services by other means to meet time-sensitive requirements.

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

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

**8.0 WARRANTY-PRICE.** The price to be paid shall be included in the Offeror's proposal. The Offeror warrants the price to be no higher than the Offeror's current prices on orders or services to others for: (1) products of the kind and specifications covered by this RFP, and (2) similar quantities under similar or like conditions and methods of purchase. In the event Offeror breaches this warranty, the prices of the items shall be reduced to the Offeror's current prices on orders to others, or in the alternative, Dallas ISD may cancel this RFP without liability to Offeror for breach.

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

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

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

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

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



**12.0 DISTRICT ON-SITE REQUIREMENTS.** All District property and facilities are a “drug free zone”. No one may use, consume, carry, transport or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. The Offeror, its company, and its employees shall adhere to this policy. For the safety of students, all Offerors when working at a campus will sign visitor log in the office at the campus. The required identification badge (see 18.13) will be worn while on district property at all times. All Offerors should also be in a uniform that identifies them at all times.

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

**14.0 ASSIGNMENT OF OVERCHARGE CLAIMS.** Successful Offeror shall assign to Dallas ISD any and all claims for overcharges associated with a resulting contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

**15.0 REPRODUCTION.** Copies of this Request For Proposal document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal; however, the Offeror registered as the plan holder must submit his/her proposal on the original Request For Proposal document. NOTE: Offerors may not collaborate with any other Offeror in preparing his/her proposal.

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

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

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

**18.1 OFFER FORM** - This serves as a confirmation that the Offerors pricing was not submitted in collusion with any other Offeror offering a quotation on this project. It further serves as an affidavit of accuracy as to the information supplied by you on remaining required forms.

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

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

**18.4 DEVIATION FORM** - If the responding Offeror intends to deviate from the General Conditions, Standard Terms and Conditions, and /or Scope of Work listed in this document, all such deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations or any attachments or inclusions. In the absence of any deviation entry on this form, the Offeror assures the District of their full compliance with the Standard Terms and Conditions, Scope of Work, and all other information contained in this document. Notwithstanding, the District is not bound by any of the deviations, and the District's acceptance of any bid shall not be construed as the District's acceptance of the deviations. The District retains the sole right to reject any deviations after and acceptance of any bid during the contract negotiations.

**18.5 INVOICES AND PAYMENTS.** The District's required method of payment will be thru Electronic Funds Transfer (EFT) or E-payables.

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

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

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

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

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

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

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

**18.9 CAMPAIGN CONTRIBUTION DISCLOSURE FORM** - A prospective Offeror seeking to enter into a contract to provide services for the District must file this form with the District's Procurement Services Department. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Offeror must disclose whether it, a family member or a representative of the prospective Offeror has made a campaign contribution to any current Board of Education member of the District during the two years prior to the date on which the Offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror, a family member or a representative of the prospective Offeror, to the current Board of Education member of the District exceeds two hundred and fifty dollars (\$250) over the two year period.

**18.10 DELINQUENT CHILD SUPPORT** - Pursuant to Section 231.006 of the Texas Family Code, the Offeror or applicant certifies that the individual or business entity named in a resulting contract, bid, or application is not ineligible to receive the specified grant, loan, or payment. The Offeror hereby acknowledges that this certification is true, correct and accurate. Dallas ISD receives its funding from the State of Texas and from the Federal Government in the form of grants, the District chooses to include this form in its procurement process.

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



**18.11.1 Workers' Compensation:** Successful Offeror(s) must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$500,000.

**18.12 USE BY OTHER GOVERNMENT ENTITIES.** The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful Offeror only. In the event the successful Offeror allows another governmental entity to join the Dallas ISD contract, it is expressly understood that the Dallas ISD shall in no way be liable for the obligations of the joining governmental entity.

**18.13 CRIMINAL BACKGROUND CHECK AND IDENTIFICATION BADGE.** Texas Education Code Chapter 22 requires service Offerors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of an Offeror who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Dallas ISD requires all service Offerors to have a criminal background check and identification badge. Pursuant to Dallas ISD's Board Policy CH (LOCAL) Purchasing and Acquisition:

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

**18.14 DEBARMENT FORM.** By submitting this offer and signing this certificate, this Offeror swears as follows: Pursuant to Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the Offeror and/or its principles are not debarred, suspended, or ineligible for this award nor would preclude the Offeror and/or its principles receiving a federally funded contract. If Offeror or its principles cannot complete the Debarment Form, then Offeror must provide a full written explanation.

**18.15 MINORITY/WOMEN BASED ENTERPRISE (M/WBE) GUIDELINES** - The completed M/WBE compliance Guidelines and Forms must be attached to all responses and are due with the bid/proposal at the time of bid opening. Respondents who will subcontract portions of the work will be required to submit a Letter of Intent to Perform/Contract as a Subcontractor (Section J) for each proposed M/WBE subcontractor prior to an agreement being executed by the board or district, or committing the district to an expenditure of funds.

**If the completed M/WBE Compliance Guidelines and Forms are not attached, responses to the RFP will be considered nonresponsive.**

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

**18.16 DALLAS ISD SERVICE AGREEMENT** - a blank copy is attached for your information. Successful Offerors will be required to sign the contract in conjunction with award.

## IV. Responsibilities of Offerors

RFP# JB-204593 -

### Digital Signage Media Casting Solutions

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

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

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

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

**5.0 Submit one (1) original and eight (8) copies of your offer. In addition, Offerors must supply one soft copy (electronic) in either CD Rom or flash drive with the original.**

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

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

**7.1** The Offeror declares that any award of a contract to the undersigned, shall comply with the Immigration Reform & Control Act of 1986.

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

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

**8.0 Texas Public Information Act (TPIA).** Offeror acknowledges that 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.

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

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

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

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

#### **10.0** Commitment to provide Insurance

Insurance requirements for contracts/agreements are based on the following guidelines:

- Contracts/agreements under \$50,000 do not require proof of insurance, unless the services are within the categories listed below.
- All contracts/agreements over \$150,000 require proof of insurance.
- Proof of insurance is required for the following contracts/agreements regardless of the contract amount:
  - Vendor is providing legal services, medical services, including, but not limited to, psychological services, counseling services, and occupational therapy and/or is providing a service that requires a professional license. If the contract amount is under \$150,000, only professional liability insurance is required.
  - All construction and maintenance contracts/agreements require proof of insurance. This applies to all aspects of building work including, but not limited to, ducts, electrical, HVAC, plumbing, roofing, asbestos abatement, elevator maintenance, architectural, engineering, and the like.
  - All contracts/agreements for student internships and transportation services require proof of insurance.
- Contracts/agreements for bounce house rentals or dunking booths are not permitted.

Procurement Services will request certificates of insurance from vendors who are required to provide certificates of insurance based on the guidelines above and will submit the certificates to Risk Management. Risk Management will review the certificates of insurance to ensure that the certificates of insurance meet District insurance requirements.

Vendors will not be allowed to begin work until the certificates of insurance submitted to Risk Management have been approved. If a department would like to request that the insurance requirements be waived for a vendor, a properly executed request to waive insurance requirements form signed by a director or above may be submitted to Risk Management for review and recommendation. Risk Management will submit the request to the District's Chief Financial Officer for a decision.

All certificates of insurance submitted to Risk Management must have a current issue date when submitted for review (issued within the last 30 days). If a vendor has multiple contracts/agreements within a 12-month period, the certificate of insurance submitted for the initial contract/agreement or master contract/agreement will be valid for a 12-month period or until insurance renewal, whichever comes first.

Businesses providing accounting services, recreational services, student-support services, technology services, legislative consulting services, communication services, professional development services, curriculum and instructional services, insurance services, temporary services, food services, concession services, security services, moving services, architectural services, legal services, engineering services, real estate services, and other services determined by Risk Management:

<b>Workers' Compensation</b>	Statutory limits
<b>Employer's Liability</b>	\$500,000 per accident / \$500,000 per employee / \$500,000 policy limit
<b>General Liability</b>	
Bodily injury and property damage	\$1,000,000 per occurrence / \$2,000,000 aggregate
<b>Business Automobile Liability:</b> for Owned, Scheduled, Non-Owned, or Hired Automobiles	
Bodily injury	\$250,000 per person / \$500,000 per accident
Property damage	\$250,000
<b>*Professional Errors and Omissions</b>	\$1,000,000 per occurrence
(*Required if licensed professional)	
<b>Umbrella Policy</b>	\$1,000,000 per occurrence / \$1,000,000 aggregate

(This Section Left Blank Intentionally)

All insurance policies proposed or obtained in satisfaction of these requirements will comply with the following general specifications and will be maintained in compliance with these general specifications throughout the duration of the contract/agreement, or longer, if noted:0)

1. Each policy will be issued by a company authorized to do business in the state of Texas with an A. M. Best Company rating of at A-, IV, or better.
2. General liability and auto liability policies will be endorsed to provide the following:
  - Name as additional insured the District, its officials, agents, and employees.
  - Waiver of subrogation in favor of the District.
  - That such insurance is primary and non-contributory to any other insurance available to the additional insured.
3. Workers' compensation policy will be endorsed to provide a waiver of subrogation in favor of the District, and coverage must apply to the workers' compensation laws of the state of Texas.

4. All policies will be endorsed to provide 30 days' prior written notice or cancellation, nonrenewal, or reduction in coverage except ten days for nonpayment of premium.
5. Should any of the required insurance be provided under a claims-made form, the contractor will maintain such coverage continuously throughout the term of this contract/agreement and without lapse for a period of three years beyond the contract/agreement expiration, such that occurrences arising during the contract/agreement term that give rise to claims made after expiration of the contract/agreement will be covered.
6. The certificate holder address on all certificates of insurance should read as follows or as otherwise directed by Risk Management Services:

Dallas Independent School District

Risk Management Services

3700 Ross Ave. #91

Dallas, TX 75204

If Risk Management outsources the review and/or tracking of certificates of insurance, instructions will be provided on where to submit documents.

(This Section Left Blank Intentionally)

## V. Scope of Work

RFP# JB-204593 -

### Digital Signage Media Casting Solutions

#### **1.0 Scope of Work:**

The purpose of this RFP is to:

provide turn-key Digital Signage Media Casting solution including software, hardware, display enclosures/stands, implementation services, graphics design services, training, warranty and maintenance support featuring district-wide central digital content and system management.

#### **2.0 Expected Services:**

3.1 **Duration of Services:** A 3 year agreement with a projected January 29, 2016 implementation date.

The term of the agreement may be decided, by mutual agreement between Dallas ISD and the Awarded vendor/s, and final School Board approval. The Board, through its Purchasing Department, will, if considering renewing, request a letter of intent to renew from each awarded vendor, prior to the end of the current contract period. The Awarded vendor will be notified when the recommendation has been acted upon by Dallas ISD. The Proposer agrees to this condition by signing its Proposal.

#### **3.0 Proposal Requirements**

See below for Proposal Requirements.

#### **4.0 Question and Interpretations**

Any questions concerning any portion of this RFP must be submitted, in writing, to John Blythe, Dallas ISD Purchasing Department via e-mail [jblythe@dallasisd.org](mailto:jblythe@dallasisd.org). Any questions, which require a response which amends the RFP document in any manner, will be answered via addendum by the Purchasing Department and provided to all Proposers. No information given in any other matter will be binding on the School Board.

4.1 Any questions concerning any condition or requirement of this RFP must be received in the Purchasing Department, in writing, **on or before Oct 16, 2015**. Questions received after this date will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by addendum, shall not be binding on Dallas ISD.

#### **5.0 Submittal of Proposal**

Submit Proposals in accordance with Section IV. Proposals should be organized and shall include necessary information as to be in full compliance. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals (see FAQ's below). Dallas ISD reserves the right to reject and not consider any Proposal that is not submitted with all necessary information.

(This Section Left Blank Intentionally)



Evaluation Criteria used for this RFP  
See Section III, Subsection 4.4 for more details

Evaluation Criteria Score Sheet - General Procurement (Non-Construction)		Max Points	Vendor Score
1.	<b>Purchase Price: Detailed Description of Rate of Services Per Year.</b>		
a.	Hardware, Software, Training, Warranty, Maintenance and Support	10	
b.	Graphics Design and Solution Implementation	10	
2.	<b>Quality of Vendor's goods and services - Points total as distributed in 2. and 2b. below:</b>		
a.	Overall Responsiveness to the RFP	10	
b.	Solution Efficiency, User Interface and Hardware Diversity	10	
3.	<b>Reputation of the Vendor's and the Vendor's goods and services - Points total as distributed in 3a. and 3b. below:</b>		
a.	School District References	10	
b.	Food Service References	10	
4.	<b>The extent to which the services meet the district's needs - Points total as distributed in 4a. and 4b. below:</b>		
a.	Demonstration Requirements Satisfied	20	
b.			
5.	<b>Vendor's past relationship with the District - The quality of references from past customers of respondent or experience with Dallas ISD.</b>	0	
a.			
b.			
6.	<b>The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses. This will be applied to your M/WBE Participation and is worth 20 points broken down as follows:</b>		
6a.	Firm has an Affirmative Action/Diversity Plan and/or Policy and its workforce composition reflects its policies. List within the proposal, the firm's Affirmative Action/Diversity Plan and/or Policy and the workforce composition.	1	
6b.	Firm provided positive historical M/WBE utilization on previous contracts, including but not limited to Dallas ISD Contracts.	5	
6c.	Composition of the firm's team make-up meets the District's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles.	3	
6d.	Composition of the firm's team make-up exceeds the District's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles.	5	
6e.	Firm has currently established a Joint Venture partnership with a certified M/WBE firm in significant and meaningful roles for this proposal. Specify the percentage that the certified M/WBE will be allocated. Submit a certified copy of the JV agreement. Points will be awarded, pro-rata, based on the participation and responsibilities of the partners.	5	
6f.	Firm currently participates in a Mentor Protege Program, as a mentor. List within the proposal the name, address, and contact information for the protege agreement. Provide any progress reports and deliverables achieved.	1	
7.	<b>Long-term cost to the District to acquire the Vendor's services.</b>	0	
a.			
8.	<b>Whether the Vendor or the Vendor's ultimate parent company or majority owner:</b>	0	
	A) has its principal place of business in this state; or		
	B) employs at least 500 persons in this state		
9.	<b>Any other relevant factor specifically listed in the Request for Proposal, to be defined as:</b> Respondent's demonstrated capability and financial resources to perform the work in the time projected.	0	
a.			
Maximum Total Points		100	
Evaluator Name:			
Company Name:			

## Evaluation Criteria and Scoring #2:

Evaluation Criteria Score Sheet - General Procurement (Non-Construction)		Max Points	Vendor Score
1.	<b>Purchase Price: Detailed Description of Rate of Services Per Year.</b>		
a.	Hardware, Software, Training, Warranty, Maintenance and Support	10	
b.	Graphics Design and Solution Implementation	5	
2.	<b>Quality of Vendor's goods and services - Points total as distributed in 2. and 2b. below:</b>		
a.	Overall Responsiveness to the RFP	10	
b.	Solution Efficiency, User Interface and Hardware Diversity	10	
3.	<b>Reputation of the Vendor's and the Vendor's goods and services - Points total as distributed in 3a. and 3b. below:</b>		
a.	School District References	5	
b.	Food Service References	5	
4.	<b>The extent to which the services meet the district's needs - Points total as distributed in 4a. and 4b. below:</b>		
a.	Demonstrated Requirements Satisfied	25	
b.			
5.	<b>Vendor's past relationship with the District - The quality of references from past customers of respondent or experience with Dallas ISD.</b>	0	
a.			
b.			
6.	<b>The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses. This will be applied to your M/WBE Participation and is worth 20 points broken down as follows:</b>		
6a.	Firm has an Affirmative Action/Diversity Plan and/or Policy and its workforce composition reflects its policies. List within the proposal, the firm's Affirmative Action/Diversity Plan and/or Policy and the workforce composition.	1	
6b.	Firm provided positive historical M/WBE utilization on previous contracts, including but not limited to Dallas ISD Contracts.	5	
6c.	Composition of the firm's team make-up meets the District's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles.	3	
6d.	Composition of the firm's team make-up exceeds the District's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles.	5	
6e.	Firm has currently established a Joint Venture partnership with a certified M/WBE firm in significant and meaningful roles for this proposal. Specify the percentage that the certified M/WBE will be allocated. Submit a certified copy of the JV agreement. Points will be awarded, pro-rata, based on the participation and responsibilities of the partners.	5	
6f.	Firm currently participates in a Mentor Protege Program, as a mentor. List within the proposal the name, address, and contact information for the protege agreement. Provide any progress reports and deliverables achieved.	1	
7.	<b>Long-term cost to the District to acquire the Vendor's services.</b>	0	
a.			
8.	<b>Whether the Vendor or the Vendor's ultimate parent company or majority owner:</b>	0	
	A) has its principal place of business in this state; or		
	B) employs at least 500 persons in this state		
9.	<b>Any other relevant factor specifically listed in the Request for Proposal, to be defined as:</b> Respondent's demonstrated capability and financial resources to perform the work in the time projected.		
a.	Demonstrated success in other Educational and/or Food Service deployments	10	
Maximum Total Points		<b>100</b>	
Evaluator Name:			
Company Name:			

## REQUIREMENTS

Acquire an interactive Digital Signage integrated solution (software and hardware) that provides a dynamic method of communicating throughout the district community via digital display units. Various inputs can be used such as Cable TV, live streams, PowerPoint slides, or live websites. The screen can display multiple messages or be dedicated to one video source.

Digital Signage will allow hierarchical access/management of video content and video hardware to display multiple messages at set intervals to communicate with students, staff, faculty, or guests. Once the digital signage is installed, content/information can be easily/quickly updated. Users will be able to develop their own content and work effectively to communicate their message.

The solution will use intuitive menus, simple wizards and step-by-step instructions to guide users through a streamlined process to publish content to traditional multi-zone layouts. Creating a message has to be as simple as filling out a form; instructive prompts make importing media files a breeze; and calendar-based scheduling to simplify publishing.

People from different departments, with minimal design or technology experience must be able to create engaging messages using tools or templates or easily import graphics and media from other sources.

### Feature Requirements

1. The solution must allow displays to display different content based upon their location.
2. The solution must provide a variety of established templates with various regions allowing different content to be displayed in each region.
3. The solution must allow for the school district to develop its own templates.
4. The solution must allow for both static and dynamic content including, but not limited to the following:
  - A. Static
    - PowerPoint
    - Maps
    - Image graphics
    - Standard text
    - Media files and Adobe Flash
  - B. Dynamic
    - RSS feeds
    - Streaming video
    - Television feeds
    - Date/Time (display)
    - Calendar
    - Weather
5. The solution must allow for the school district to take over all displays to provide emergency messaging.
6. The solution must allow users to be put into roles that allow them to access a defined set of displays.

7. Software interface must be user friendly with ability for end users to review content in a screen prior to deployment.
8. Ability to schedule content to be displayed in advance.
9. Ability to set end dates in advance.
10. Ability to set auto expiration and to archive content.
11. Ability to advertise (i.e., event promotion, campus-originated advertising, etc.) on each sign and keep track of the advertising time.
12. Ability to provide sound when desired.
13. Ability to split the screen to display multiple inputs at once.

Other desired feature preferences include

---Touchscreen capabilities,

---Way finding capabilities,

---Capability to integrate with or run on computers (district computers, hand-held devices, etc.) for emergency notification purposes (both MAC and PC)

---System should be robust, flexible and scalable

---Hardware flexibility: indoor and outdoor

---Ability to integrate with social media

#### **Minimum IT Requirements**

---Application must support Active Directory or LDAP compatibility for user authentication

---If the solution is software based then the template and content database backend should be Oracle or Microsoft SQL

#### **Minimum IT Preferences**

---Solution is open to a variety of hardware options

---District Managed software solutions run in a virtual server environment

---Ability to utilize wireless connectivity

---Display devices support split-screen for multiple inputs simultaneously

#### **Ongoing Solution Maintenance and Support:**

Within the Proposal, please describe your company's system maintenance/support program for each software and hardware component including all products and services that the maintenance plan covers, the approach to upgrades.

Please address the following in your response to this section:

- What services are included in your maintenance/support program?
  - Hardware, software, configuration/modification, etc.
  - Remote support services
  - Onsite support services
- What are the hours of maintenance/support coverage (e.g., Weekdays 7am to 5pm CST, Weekends 9am to 4pm CST, etc.)?
- What is your program for extended hours of telephone support operations? How are these services invoked and at what cost?
- Explain your program for support request (telephone, email, ticket) submission, escalation, and resolution, tracking and reporting.
- Procedure for contacting Proposer for support (e.g. Help Desk)
- Service Level Response Times (defined as the time elapsed between the placement of the call/email/ticket and the start of remedial support activities by vendor service personnel)  
Define response timetable based on priority (Inquiry Only, Average, High, Critical)

**Demonstration Evaluation Criteria:**

The District will evaluate the top three selected vendors. This evaluation may involve all or none of the following options:

- Modeled on premises, and/or
- Provided remotely and/or
- Involve one or more off-site visitations

- A. The ability, capacity and skill of the Proposer to perform the contract or provide the service required;
- B. The quality, availability and adaptability of the products and services offered by Proposer to the particular use required;
- C. The demonstrated approach to providing maintenance, support and related services.
- D. The degree to which the demonstration is complete, clear, and addresses the requirements in the specifications

**Additional Information Requested**

- A. Provide a diagram of the proposed digital signage infrastructure
- B. Provide requirements and options for each component in the infrastructure
- C. List of references
- D. Provide available pricing model options with details (such as enterprise wide license, site based license, display license, etc.)
- E. Provide a list of external systems that can integrate with the digital signage solution such as event management software, emergency notification, etc.
- F. Provide information on the product's ADA compliance

Proposal Timeline	
Release RFP	October 7, 2015
Advertising Dates	October 7 & 14, 2015
Question Deadline	October 16, 2015
Question Response	October 21, 2015
Pre-Bid Meeting (If applicable)	
RFP Due	November 6, 2015 by 2:00 P.M.
Evaluation 1 (selection of finalists)	November 9, 2015
Finalist Demonstrations	November 11-18
Evaluation 2 and Selection	November 19, 2015
RFP Provider Selection Approved	January 28, 2016



## Digital Signage Work sheet

#	Proposed Solution Feature/Service Description	Yes	No
1	Cloud Based Solution?		
2	Software as a Service (SaaS) Solution?		
	Notes:		
3	Local/Premise Based solution available:		
	Notes:		
4	Supports an external Media Player		
5	Proposed Media Player unit is solid state drive based		
6	Supports System-on-Chip Displays		
7	Supports Intel Compute Stick		
8	Supported Intel Compute Stick Operating System: _____		
9	Plans in place to support AOpen's Chrome OS devices when available		
10	Solution Operating System?		
11	Proposed solution includes remote management capability?		
	Describe remote management solution		
12	Indicate below which data sources can be accessed directly:		

Database	Y/N	Database	Y/N	Database	Y/N	Database	Y/N
SQL		Excel		TXT/CSV		Heartland MCS Software	
Oracle		Access		PowerPoint		Knowland Group	
ODBC Datasources		RSS/XML		FoodPro		Newmarket Delphi 2015	

#	Proposed Solution Feature/Service Description - <i>continued</i>	Yes	No
13	Does Proposed Solution utilize content templates?		
14	Proposed Solution includes dozens of template categories with dozens of related templates		
15	If yes, are templates included for no additional cost?		
16	Functionality supports "Combo Menu Boards with Promos"		
17	Functionality supports "Digital menu Boards with Nutrition overlays"		
	Notes:		
18	Are there video tutorials and/or software library available?		
19	Is proposed software solution integrated under a single application?		
20	Solution can provide 24/7 remote Tech Support		
21	Vendor can provide onsite tech support during business hours		
22	Vendor can provide onsite tech support after hours and weekends		
23	Do Signage Display units come with 3 year warranty?		
24	Do Signage Display warranties offer onsite overnight replacement?		
25	Do Media Player units come with 3 year warranty?		
26	Do Media Player unit warranties offer onsite overnight replacement?		
27	Proposed Solution integrates with existing District Hardware		
28	Proposed solution will interface with District's Food Services Management Solutions		

## Dallas ISD Digital Signage PRICING SHEET

### Service #1 Hardware, Installation, Training, Warranty & Support

LED Digital Display Units

22" Display  
37" Display  
42" Display  
46" Display  
50" Display  
55" Display  
60" Display  
75" Display  
80" Display

List 3 supported display manufactures

a)   
b)   
c)

Largest

\$ Amount


Media Player (external device)

Unit

LED Digital Display Units with System-on-Chip (SoC)

(identify units that support SoC touch and video wall configurations)

22" Display  
37" Display  
42" Display  
46" Display  
50" Display  
55" Display  
60" Display  
75" Display  
80" Display

List 3 supported display manufactures

a)   
b)   
c)

Largest

Display


Intel's Compute Stick

Unit

Display Unit Swivel Wall-Mount Hardware

Each

Display Unit Mounting/Installation

Each

Display Unit Electrical Power Source

Each

Display Unit Wired-Network Connectivity

Each

### Service #2 Software, Installation, Training & Support

Media Casting Central Management License (*on premis or SAAS*)

All

Media Casting Display License (*if applicable*)

Each

Central Management Setup and Configuration

All

Display Setup and Configuration

Each

Central Management Training

3/yr

Site/Department Management Training

Each

Standard Maintenance Support

Year

Support includes version upgrades, patches, etc.

Specify service coverage hours:

Service level response times are:

Dedicated senior level remote support technician

Year

Specify service coverage hours:

Service level response times are:

Onsite Support technician

Year

Specify service coverage hours:

Service level response times are:

**Service # 3 Design, Integration and Deployment Service**

End to End Media Content Design and Management Architecture

Each

Supports Current District Audio/Video Media Services (recording, editing, scheduling, etc.)

Dedicated senior level remote design technician

Year

*Please Note: Anything not included or in addition to the above, please list below:*

**\$ Amount**

**Service #4**

**Service #5**

**Service #6**

**TOTAL PRICE \$**

## FREQUENTLY ASKED QUESTIONS

### 1. How should I assemble my proposal?

DISD asks that all Vendors/Offerors assemble their proposals in binder or folder and include labeled tabs to separate the requested sections. By doing this, the evaluators can score each proposal much quicker and the RFP process can move along more efficiently.

### 2. Do I have to sign the Conflict of Interest Questionnaire?

Yes. Each Vendor must complete and sign the Conflict of Interest Questionnaire.

### 3. Do I have to sign the M/WBE Forms if my business is not minority or woman-owned?

Yes. Each Vendor whose pricing exceeds \$50,000 must complete and sign the M/WBE Forms even if the business is not minority or woman-owned.

### 4. Who can I contact if I have questions about the proposal?

The person to contact will be listed throughout the RFP. Any questions should be submitted by e-mail only.

### 5. Where can I find the answers to the questions I submit?

Answers to Vendor questions will be posted on our website as an Addendum in the same place where the RFP is found. The date for answers to be posted is listed on page 1, "Proposal Schedule".

### 6. What is the process for awarding a contract?

Once all proposals are received, each proposal will be evaluated and scored. The Board Members will then determine which Vendor will be awarded a contract at the next District monthly Board Meeting.

### 7. How can I make my proposal stand out amongst other proposals?

Vendors should provide all information requested in the RFP. Proposals should be organized by tabs and easy to read. All forms should be complete and signed. Forms can be completed electronically if RFP is opened in Adobe Acrobat Pro. Forms will be found under the attachments section on the left hand side. If the RFP cannot be completed electronically, Vendors will have to print the forms and fill them out by hand.

### 8. How/When should I deliver my completed proposal to Dallas ISD?

Vendors can hand deliver proposals or have them mailed to the address in the RFP. All proposals are due by 2 pm sharp on the due date listed in the RFP. Any proposals mailed to the wrong address or submitted after 2 pm will be disqualified.

### 9. Can I get a copy of the RFP in word format?

Dallas ISD cannot provide any RFP in word format.

### 10. If there is a re-bid, will I need to submit a new proposal?

If there is a re-bid, Vendors will need to submit a new proposal to be considered for a contract.

### 11. Why do I need to complete the Child Support Form?

Dallas ISD will need acknowledgement from each Vendor stating that the Offeror is not delinquent on Child Support.

**12. Why do I need to complete the Electronic Funds Transfer Form?**

Dallas ISD's preferred method of payment is Electronic Funds Transfer.

**13. Why do I need to get background checks and badging?**

Dallas ISD's policy requires that all Vendors get background checks and badging for any employee that will be on the District's facilities or any District property.

**14. Do I need to fill out the attached contract?**

No. The attached contract is simply for reviewing purposes. Once a Vendor is selected, a completed draft of the contract will be sent to the Vendor's attention to sign.

**15. How many copies of my proposal should I submit? Should I also provide an electronic copy?**

Please check section IV. "Responsibilities of Offerors" for this information.

**16. When will I know if I am a selected vendor?**

Once the Board Members make a decision on which Vendor(s) best fit the needs of the District, a District employee will notify the selected Vendor(s).

**17. Where can I find the required forms?**

The required forms can be found as an attachment on the left hand side, if the document is opened in Internet Explorer or Adobe Acrobat Pro. Required forms can be filled out electronically or can be printed and filled out by hand. Forms will not be accessible if the document is opened in Google Chrome.



# **DALLAS INDEPENDENT SCHOOL DISTRICT**

## **SERVICES AGREEMENT**

**FOR**

**[General Description of Work and Site Locations]**

**WITH**

**[Legal Name of Vendor or Professional Service Provider]**

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]**



## Table of Contents

Section	Page No.
1. Scope of Work and Time for Performance .....	3
2. Time .....	3-4
3. Vendor's Duties and Representations .....	4
4. The Agreement Sum .....	5
5. Payment Terms .....	5-6
6. Ownership and Use of Documents .....	6
7. Default and Termination .....	6-7
<b>8. INDEMNIFICATION</b> .....	7-8
9. Independent Vendor .....	8
10. Insurance .....	8-9
11. Miscellaneous .....	9
a. Assignment .....	9
b. Compliance with Applicable Laws and District Policies .....	9
c. TPIA .....	9
d. Student Confidentiality .....	9-10
e. Suspension of the Work for the Convenience of the District .....	10
f. Family Code Child Support Certification .....	10
g. Certain Bids and Agreements Prohibited .....	10
h. Loss of Funding and Commitment of Current Revenue .....	10
i. Entire Agreement; Modifications .....	10
j. Captions .....	10
k. Governing Law and Venue .....	10
l. Waivers .....	10
m. Proprietary Interests .....	11
n. Binding Effect .....	11
o. Appointment .....	11
p. Records .....	11
q. Notices .....	11-12
r. Severability .....	12
s. Enforcement .....	12
t. Nondiscriminatory Employment .....	12
u. District Representative .....	12
v. Conflict of Interest .....	13
w. Business Ethics .....	13
12. Amendments .....	13-14
13. Sales Tax Exemption .....	14
14. Felony Conviction Notice, Criminal Background Check, and Identification Badge .....	14-15
15. M/WBE Plan .....	15
16. Agreement .....	15-16
17. Claims and Disputes .....	16
18. Vendor Conduct .....	16-17
19. Communication With The District .....	17-18
Exhibit A Services and Personnel to be Provided By Vendor .....	20
Exhibit B Schedule .....	21
Exhibit C Payment for Services .....	22
Exhibit D Insurance for Agreements .....	23-24
Required Risk Management Review Document .....	25
Exhibit E M/WBE Plan .....	26



## DALLAS INDEPENDENT SCHOOL DISTRICT

### SERVICES AGREEMENT

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

#### RECITALS:

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

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

1. **Scope of Work and Time for Performance.**

- a. The scope of the work ("Work"), is set forth in Exhibit A and the time for performance is set forth in Exhibit B attached hereto. Exhibit A and Exhibit B are incorporated in this Agreement and made a part hereof for all purposes.
- b. Upon execution of this Agreement, all services previously performed by Vendor on behalf of District and included in the description of the Work, shall become a part of the Work and shall be subject to the terms and conditions hereof.
- c. Vendor shall obtain all approvals and make payment for any and all permits that are necessary for the performance of the Work.
- d. District shall provide 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. **Term.**

- a. **Term of Agreement:** The Agreement is effective as of the Effective Date set forth above and terminates on **[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 no later than thirty (30) days prior to the expiration of the then current term and provided further that at the time 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. Notwithstanding anything to the contrary contained in this Agreement, District and Vendor agree and acknowledge that District is entering into this Agreement in reliance on Vendor's special and unique abilities with respect to performing the Work, and Vendor's special and unique abilities with respect to **[insert type of services provided]**. The Vendor accepts the relationship of trust and confidence established between it and the District by this Agreement. 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.
- b. 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.
- c. 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.
- d. The Vendor agrees to furnish efficient business administration and perform the Work in the most expeditious and economical manner consistent with the interests of District.
- e. 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.
- f. 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.
- g. 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 Agreement Sum.**

- a. The District shall pay Vendor in current funds for the performance of the Work as set forth in Exhibit C.

- b. The Agreement 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 sub-contractors 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 to 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 Agreement. 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 ten (10) years from the completion of this Agreement. Vendor will permit District to audit all books, accounts or record relating to this Agreement or all books, accounts or record of any business entities controlled by Vendor that participated in this Agreement 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 Agreement 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 work occurs; and (5) other reasonable action.

- g. In the event a federal grant or other federal financing participates in the funding of this Agreement, 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 Work.
- 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.
- i. District shall not prepay for any Work until it is completed.

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

- a. All documents and materials particular to the Work prepared by Vendor or Vendor's 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 (15) day period.
- b. District may, without cause, 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 D. All insurance must carry a waiver of subrogation and other requirements as listed in Exhibit D.
- 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 10.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. Agreements 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.** This Agreement is a personal service contract for the services of Vendor, and Vendor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party, unless consented to in writing by District (which consent may be withheld in District's sole and absolute discretion) . 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 Agreement 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 Agreement. 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).** Vendor 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.

Vendor 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 Vendor has clearly marked as confidential and/or proprietary, Dallas ISD will provide Vendor with the required notices under the TPIA. Vendor 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:

[Fill in the blank or "N/A"]

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

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: "Pursuant to Section 231.006 of the Texas Family Code, the Vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment." The Vendor hereby acknowledges that this statement is true, correct and accurate. This Agreement may be terminated and payment may be withheld if this statement 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 Agreement 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. Entire Agreement; Modifications. 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 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 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

- 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 ten (10) 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, and addressed as follows:

(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 Agreement, 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 Project 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:
- (1) During the course of pursuing contracts, and the course of Agreement 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.

- (2) 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 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.

13. **Assignment of Work.**

An Assignment of Work to the Agreement is attached as Exhibit G and shall be used to document any additions or change in the sum or any material change in scope of Work. The description of Work to be performed, budget (if applicable), schedule, amount, and other details shall be provided in a completed Assignment of Work, which on execution by the Vendor and District shall modify the Agreement.

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 Agreement price. The Vendor shall pay all sales, consumer, use and other similar taxes required by law.
- b. The 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 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.

Title to all items purchased under a resale certificate shall vest in the 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, Vendor must give

advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate this Agreement pursuant to Article 7 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 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.
- 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.

16. **M/WBE Plan.**

- 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 Agreement, shall report their M/WBE participation goal as a percent of the Agreement 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.

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 Agreement, Exhibit A Services And Personnel To Be Provided By Vendor, Exhibit B Schedule of Timeline of Services Provided, Exhibit C Payment For Services, Exhibit D Insurance Requirements, Exhibit E M/WBE Plan, Exhibit F Conflict of Interest Questionnaire, and Exhibit G Assignment of Work, In addition, a Purchase Order (including the reverse side), and if utilized in obtaining the services herein described, procurement documents, shall become a part of this Agreement (collectively, the "Agreement 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 and Assignments of Work  
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 (collectively, "Claim" or "Claims") 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 District 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 District waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 7. Nothing contained in this Subparagraph 17 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Agreement 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 Agreement Documents or any action required of the Owner by the Agreement 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. **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/contractor. 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 Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Vendor's independent vendor/contractor 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 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 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.

## 20. **Communications With The District:**

### 19.1 VENDOR CONTACT WITH DALLAS ISD BOARD MEMBERS:

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

CAA (REGULATION):

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

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

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

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

CHE (LOCAL):

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

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

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

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

#### 19.2 VENDOR PROHIBITION FROM USE OF FORMER DALLAS ISD EMPLOYEES:

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

CHE (LOCAL):

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

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

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

19.2.1 With the intent to influence; or

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

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

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

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

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

*Vendor:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*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)

**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)

<sup>1</sup> The District Representative per Signature Delegation Memo signs after School Attorney.

EXHIBIT A  
SERVICES AND PERSONNEL TO BE PROVIDED  
BY VENDOR

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

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

**Provide proof of Criminal Background Checks for personnel providing services .]**

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

**[Or reference in Assignment of Work ]**

EXHIBIT B

SCHEDULE OF TIMELINE OF SERVICES PROVIDED

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

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

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

[Or reference in Assignment of work]

SAMPLE

EXHIBIT C

PAYMENT FOR SERVICES

Fee: Not to Exceed [XXXXXX]

Daily or Hourly Rate: [\$xxx per hour (Invoices to be submitted on a monthly basis or at completion of project)]

Maximum Days or Hours Required: [XXXX]

Compensation:

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

Travel Expenses:

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

Agreement Sum: (Compensation + Travel Expenses)

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

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

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

Travel Expenses:

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

To receive payment, Vendor shall send invoices to District, specifying the days, hours and nature of the tasks covered by the invoices, such invoices are not to exceed in the aggregate the Maximum Sum.

The Vendor may be paid in monthly installment during the term of the Agreement, if approved by the District in advance. All invoices must show actual days or hours worked, per the terms herein. The Maximum Sum represents the maximum “not to exceed” cost to the District as shown above. Non-worked days or hours shall not be invoiced.

The District shall pay all undisputed invoices within thirty (30) days of receipt. The District's preferred method of payment will be thru Electronic Funds Transfer (EFT) or E-payables.

## EXHIBIT D

### INSURANCE REQUIREMENTS

Vendor shall comply with the following insurance requirements:

Contract/Agreement insurance requirement:

Workers' Compensation Employer's Liability	Statutory Limits \$500,000 per accident/\$500,000 per person \$500,000 policy limit
General Liability Bodily Injury & Property Damage	\$1,000,000 per occurrence \$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 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/Agreement, 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, IV or better

- General Liability and auto liability policies shall be endorsed to provide the following:
  1. Name as additional insured the District, its Officials, Agents, and Employees.
  2. Waiver of Subrogation in favor of Dallas Independent School District
  3. That such insurance is primary and non-contributory to any other insurance available to the additional insured.
- Worker's Compensation policy shall be endorsed to provide the following:
  4. Waiver of Subrogation in favor of Dallas Independent School District  
Coverage must apply to workers compensation laws of the State of Texas

All policies shall be endorsed to provide thirty (30) days prior written notice or cancellation, non-renewal or reduction in coverage except ten days for nonpayment of premium

5. Should any of the required insurance be provided under a claims-made form, the contractor will maintain such coverage continuously throughout the term of this contract / agreement and without lapse, for a period of three years beyond the contract / agreement expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract/agreement will be covered.
6. The certificate holder address on all certificates of insurance should read as follows or as otherwise directed by Risk Management:

Dallas Independent School District  
Risk Management Services  
3700 Ross Ave. # 91  
Dallas, Texas 75204

Insurance requirements for contracts/agreements are based on the following guidelines: ☐ Contracts/agreements under \$50,000 do not require proof of insurance, unless the services are within the categories listed below. All contracts/agreements over \$150,000 require proof of insurance.

Proof of insurance is required for the following contracts/agreements regardless of the contract amount:

1.0 Vendor is providing legal services, medical services, including, but, not limited to psychological services, counseling services, occupational therapy and/ or is providing a service that requires a professional license. If contract amount is under \$150,000 only professional liability insurance is required.

2.0 All construction and maintenance contracts/agreements require proof of insurance. This applies to all aspects of building work including but not limited to, ducts, electrical, HVAC, plumbing, roofing, asbestos abatement, elevator maintenance, architectural, engineering,

REQUIRED RISK MANAGEMENT REVIEW DOCUMENT

Review of Insurance Requirements for Agreements

Date: \_\_\_\_\_

Vendor: \_\_\_\_\_

Buyer: \_\_\_\_\_

Fax #: \_\_\_\_\_

Agreement 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](mailto:LaTRobinson@dallasisd.org)

*(Include signed form in agreement w/ insurance certificate)*



**EXHIBIT E**  
**M/WBE PLAN**

**[Attach final signed forms after the review page]**

**[Initial forms submitted with procurement may be utilized]**

AMP

**EXHIBIT F**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**[Attach final signed form]**

## EXHIBIT G

### ASSIGNMENT OF WORK

1. This Assignment of Work to amend the Agreement between

**[legal name w/ dba name of firm]**

("Vendor") and the Dallas Independent School District ("District" or "Owner") is effective as of

**[Enter Current Date]**

2. The Vendor and the Owner agree to amend that certain professional service Agreement dated

**[Enter the Effective Date from the master Agreement]**

("the "Agreement") as follows:

3. The Project(s):

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

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


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


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


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


Total Basic Services Fee for this assignment of work =

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

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

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

FOR THE VENDOR

FOR THE DISTRICT

By:

\_\_\_\_\_  
(VENDOR REPRESENTATIVE SIGNATURE)

By:

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Dated: \_\_\_\_\_

Approved as to Form:

By:

\_\_\_\_\_  
(SCHOOL ATTORNEY)

\$

END OF FORM OF AGREEMENT